CITY OF MERCED

Meeting Agenda

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

City Council/Public Finance and Economic Development Authority/Parking Authority

Monday, June 21, 2021 | **6:00 PM** | **City Council Chamber, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

Closed Session at 5:00 PM / Regular Meeting at 6:00 PM

NOTICE TO PUBLIC/AVISO AL PÚBLICO/CEEB TOOM RAU PEJ XEEM

In-person Council Meetings will have strict social distancing practices in place and the use of face coverings is encouraged. Seating in the Council Chamber will be limited and an overflow area will be available with the same social distancing practices in place.

En las reuniones presenciales del consejo se aplicarán estrictas prácticas de distanciamiento social y se fomentará el uso de cubrirse la cara. Los asientos en la Cámara del Consejo serán limitados y habrá un área de desbordamiento disponible con las mismas prácticas de distanciamiento social en su lugar.

Kev Sab Laj nrog Council yuav tsis pub txav ze lwm tus thiab yuav tsum looj ntaub thaiv qhov ncauj qhov ntsws. Rooj zaum hauv Council Chamber yuav muaj tsawg thiab qhov chaws mus koom los yuav tsis pub txav ze lwm tus.

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL/BIENVENIDO A LA REUNIÓN DEL CONCILIO DE LA CIUDAD DE MERCED/ZOO SIAB TXAIS TOS KOJ TUAJ RAU HAUV CITY COUNCIL LUB ROOJ SAB LAJ

At least 72 hours prior to each regular City Council meeting, a complete agenda packet is available for review on the City's website at www.cityofmerced.org or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relating to an open session item that are distributed to a majority of the Council will be available for public inspection at the City Clerk's Office during regular business hours. Spanish and Hmong translation is available at every regular meeting.

Al menos 72 horas antes de cada reunión regular del Concejo Municipal, un paquete de agenda complete está disponible para su revisión en el sitio web de la Ciudad en www.cityofmerced.org o en la Oficina del Secretario de la Ciudad, 678 W. 18th Street, Merced, CA 95340. Todos los registros publicos relacionados con un artículo de sesión abierta que se distribuyen a la mayoría del Concejo estarán disponibles para inspección pública en la Oficina del Secretario de la Ciudad durante el horario comercial habitual. La traducción al español y al Hmong está disponible en todas la reuniones regulares.

Sai kawg los yog li 72 teev ua ntej kev sab laj ntawm City Council, muaj pob ntawv kom tswj pub rau tib neeg los nyeem hauv City qhov website www.cityofmerced.org los sis tom City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. Tas nrho cov ntaub ntawv teev tseg ntawm zej tsoom ntawm kev sab laj pub rau pej xeem sawv daws los nyeem tom City Clerk's Office thaum lub caij ua hauj lwm. Muaj txhais lus Mev thiab lus Hmoob.

MODIFIED PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK/COMENTARIO DEL PÚBLICO MODIFICADO/ KEV HLOOV RAU TEJ PEJ XEEM TXOG KEV TAWM SUAB, NCAUS LUS:

Members of the audience who wish to address the City Council are requested to complete a speaker card available at the podium against the right hand side of the Council Chamber. Please submit the completed card to the City Clerk before the item is called, preferably before the meeting begins.

For at risk individuals of those not wanting to attend an in-person meeting during the current Covid-19 pandemic, please submit your public comment to the City Council electronically no later than 1PM on the day of the meeting. Comments received before the deadline will be sent to the City Council and will be part of the record and mentioned as part of the Written Petitions and Communications portion of the agenda.

Material may be emailed to cityclerk@cityofmerced.org and should be limited to 300 words or less. Please specify which portion of the agenda you are commenting on, for example, Closed Session, item # or Oral Communications. Your comments will be presented to the City Council at the appropriate time. Any correspondence received after 1 PM will be distributed to the City Council and retained for the official record.

You may provide telephonic comments via voicemail by calling (209) 388-8688 by no later than 1 PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, for example, Public Hearing item #, Consent item #, or Oral Communications. Your comments will be played during the City Council meeting at the appropriate time. For Public Hearing items, if you wish to speak live during the meeting, please leave callback information and you will be contacted with further details.

To view video (if available) or listen to the City Council meeting live, go to the City's website www.cityofmerced.org, Facebook Live, or Comcast Public Access Channel 96.

Los miembros de la audiencia que desea dirigirse al Ayuntamiento deben completar una tarjeta de orador disponible en el podio en el lado derecho de la Cámara del Consejo. Envíe la tarjeta completa al secretario de la ciudad antes de que se llame al artículo, preferiblemente antes de que comience la reunión.

Para las personas en riesgo de aquellos que no quieran asistir a una reunión en persona durante la pandemia actual de Covid-19, envíe su comentario público al Ayuntamiento de forma electrónica a más tardar a la 1:00 p.m. del día de la reunión. Los comentarios recibidos antes de la fecha límite se enviarán al Concejo Municipal y formarán parte del registro y se mencionarán como parte de la sección de Peticiones y comunicaciones escritas de la agenda.

El material puede enviarse por correo electrónico a cityclerk@cityofmerced.org y debe limitarse a 300 palabras o menos. Por favor, especifique qué parte de la agenda está comentando, por ejemplo, Sesión cerrada, artículo # o Comunicaciones orales. Sus comentarios serán presentados al Ayuntamiento en el momento apropiado. Cualquier correspondencia recibida después de la 1 PM se distribuirá al Ayuntamiento y se conservará para el registro oficial.

Puede proporcionar comentarios telefónicos a través del correo de voz llamando al (209) 388-8688 a más tardar a la 1 PM del día de la reunión para que se agreguen al comentario público. Los mensajes de voz estarán limitados a un límite de tiempo de tres (3) minutos. Por favor especifique qué parte de la agenda está comentando, por ejemplo, número de artículo de la audiencia pública, número de artículo de consentimiento o comunicaciones orales. Sus comentarios se reproducirán durante la reunión durante la reunión del Ayuntamiento en el momento adecuado. Para los temas de audiencia pública, si desea hablar en vivo durante la reunión, deje la información de su llamada y lo contactaremos con más detalles.

Para ver el video (si está disponible) o escuchar la reunión del Concejo Municipal en vivo, visite el sitio web de la ciudad www.cityofmerced.org, Facebook Live o Comcast Public Access Channel 96.

Cov pej xeem los koom lub rooj sab laj kws xav tawm suab rau City Council muaj feem los sau ntawv hauv daim ntawv tawm suab nyob ntawm lub sam thiaj hais lus sab xis ntawm Council Chamber. Thov xa daim ntawv tawm suab rau tus City Clerk ua ntej lub sij hawm lub rooj sab laj pib.

Rau cov tib neeg kws tuaj koom tsis tau lub rooj sab laj vim muaj kab mob COVID-19, thov xa koj cov lus tawm suab rau City Council hauv computer los sis hauv xov tooj ua ntej 1 teev tav su hnub muaj lub rooj sab laj. Cov lus tawm suab txais tau ua ntej lub sij hawm sab laj muab xa rau City Council thiaj muab tso hauv daim ntawv kom tswj.

Tej ntaub ntawv thov muab xa rau cityclerk@cityofmerced.org thiab tsis pub muaj tshaj 300 los lus. Thov qhia qhov twg hauv daim kom tswj koj xav tawm suab rau, piv txwv li, kev sab laj kaws, nqes # los sis kev sib tham ntawm ncauj lus. Koj cov tswv yim muab rau lub rooj sab laj thaum lub sij hawm tsim nyog. Tej ntaub ntawm txais tau tom qab 1 teev tav su mam muab rau City Council thiab tso hauv cov ntaub ntawv teev tseg.

Koj muaj feem tso suab hauv xov toom thaum hu (209) 388-8688 ua ntej 1 teev tav su hnub sab laj thiaj koj lub tswv yim muab tso hauv daim kom tswj. Tso suab hauv xov tooj tsis pub ntev tshaj (3) feeb. Thov qhia qhov twg hauv daim kom tswj koj xav tawm suab rau, piv txwv li, zej tsoom tawm suab #, khoom tso cai #, los sis kev sib tham ntawm ncauj lus. Cov suab kaws hauv xov mam tso mloog thaum lub caij tsim nyog thaum sab laj. Yog koj xav tawm suab thaum sab laj, thov tso koj tus zauv xov tooj, ib tus tib neeg ua hauj lwm mam li hu koj.

Yog koj xav saib video (thaum muaj) los sis mloog City Council kev sab laj, ces mus hauv City's website www.cityofmerced.org, Facebook Live, los sis Comcast Public Access Channel 96.

INDIVIDUALS WITH DISABILITIES

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk at (209) 388-8650. Assisted hearing devices are available for meetings held in the Council Chamber.

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

The legislative body shall provide the public with an opportunity to address the body on any item described in Closed Session [Government Code Section 54954.3(a)].

B.1. 21-499 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Stephanie Dietz; Unrepresented Management AUTHORITY: Government Code Section 54957.6

B.2. 21-498 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative(s): Travis Lindsey and Janell Van Bindsbergen, Lozano Smith, Attorneys at Law; Employee Organizations: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703, International Association of Fire Fighters, Local 1479; Merced Police Officers' Association (MPOA); Merced Association of Police Sergeants and Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

B.3. 21-493 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representatives: Mayor and City Council Members. Unrepresented Employee: City Attorney; Authority: Government Code Section 54957 and 54957.6

B.4. 21-505 **SUBJECT:** PUBLIC EMPLOYMENT - Title: City Attorney/Interim City Attorney; Authority: Government Code Section 54957

C. CALL TO ORDER

C.1. Invocation - Pastor Joel Dorman, First Baptist Church

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the Public Financing and Economic Development Authority. City Council members receive a monthly stipend of $400.00 by Charter for sitting as the City Council; and the Mayor receives an additional $100.00 each month as a part of the adopted budget and Resolution 2020-86. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. 21-508

SUBJECT: Certificate of Recognition for Local Amateur Boxing Champion David Haro

REPORT IN BRIEF
Accepted by David Haro.

F.2. 21-509

SUBJECT: Certificate of Recognition for Josh Hickman for His CCC Wrestling Tournament Victory with Golden Valley High School

REPORT IN BRIEF
Accepted by Josh Hickman.

G. SPECIAL PRESENTATIONS

21-512

SUBJECT: Update on the Merced Mall Renovation Project

REPORT IN BRIEF
Lois Codding, Vice President of Leasing - Codding Enterprises and Bill Kenney, Principal - The Kenney Company, will provide an update to Council on the Merced Mall Renovation Project.

RECOMMENDATION
For Information Only.

H. WRITTEN PETITIONS AND COMMUNICATIONS

I. ORAL COMMUNICATIONS

Members of the public who wish to speak on any matter not listed on the agenda may speak during this portion of the meeting and will be allotted 5 minutes. The Mayor may, at his discretion, reduce the time to 3 minutes if there are more than 3 speakers, in order to accommodate as many speakers as possible. State law prohibits the City Council from acting at this meeting on any matter raised during the public comment period. Members of the public who wish to speak on a matter that is listed on the agenda will be called upon to speak during discussion of that item. See MODIFIED PUBLIC COMMENT for details.

J. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Council member, individual, or organization may request removal of an item from the Consent Calendar for separate consideration. If a request for removal of an item from the Consent Calendar has been received, the item will be discussed and voted on separately. See MODIFIED PUBLIC COMMENT for details.

J.1. 21-423

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

J.2. 21-451

SUBJECT: Information Only - Planning Commission Minutes of March 3, March 17, April 7, April 21, and May 5, 2021

RECOMMENDATION

For information only.

J.3. 21-388

SUBJECT: Information Only - Boards and Commissions Annual Attendance Reports

REPORT IN BRIEF

Annual attendance review conducted with results filed with the City Clerk's Office.

RECOMMENDATION

For information only.

J.4. 21-449

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of June 7, 2021

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of June 7, 2021.

J.5. 21-384

SUBJECT: Approval to Waive the Competitive Bidding Requirement and Approval to Use Cooperative Purchasing Agreements Through the National Purchasing Partners Government Division, DBA Public Safety GPO, Law Enforcement GPO, First Responders GPO, EMS GPO, and NPPGov (All Collectively Referred to Hereinafter as NPPGov); Approval of Agreements With L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) in an Amount not to Exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) in an Amount not to Exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) in an Amount Not to Exceed $12,340

REPORT IN BRIEF

Consider waiving the competitive bidding requirement and approving the use of cooperative purchasing agreements through the National Purchasing Partners Government Division, also doing business as NPPGov with: L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) for an amount not to exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) for an amount not to exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) for an amount not to exceed $12,340.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the competitive bidding requirements for Personal Protective Equipment and Firefighting Equipment purchases from L.N. Curtis and Sons and Cascade Fire Equipment based on cooperative purchasing through NPPGov; and,

B. Approving the use of cooperative purchasing agreements through the National Purchasing Partners Government Division, also doing business

as Public Safety GPO, Law Enforcement GPO, First Responders GPO, EMS GPO, and NPPGov (all collectively referred to hereinafter as NPPGov) with: L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) for an amount not to exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) for an amount not to exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) for an amount not to exceed $12,340; and authorizing purchases for the not-to-exceed amount specific for the respective vendor under each cooperative purchasing agreement through June 30, 2022; and,

C. Authorizing the City Manager or designee to execute the necessary documents and approve change orders for amounts not to exceed the total appropriated budget.

J.6. 21-410

SUBJECT: Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with Competitively Bid Contracts; (State of California Cooperative Agreement Software VAR # 7-16-70-37, Monterey County Office of Education CALSAVE #530067, State of Utah Cooperative Online Marketplace Contract MA3458, and Sourcewell Contract #081419) with CDW-G in a not to Exceed Amount of $180,000 in Fiscal Year 2021/2022

REPORT IN BRIEF

Approval to waive the competitive bid process to allow for the cooperative purchase with competitively bid contracts; (State of California Cooperative Agreement Software VAR #7-16-70-37, Monterey County Office of Education CALSAVE #530067, State of Utah Cooperative Online Marketplace Contract MA3458, and Sourcewell Contract #081419) with CDW-G in a not to exceed amount of $180,000 in Fiscal Year 2021/2022

RECOMMENDATION

City Council - Adopt a motion:

A. Approving to waive the competitive bidding requirements due to piggybacking; and,

B. Approving the State of California Cooperative Agreement Software VAR #7-16-70-37; and,

C. Approving the Monterey County Office of Education CALSAVE agreement #530067; and,

D. Approving the State of Utah cooperative online marketplace contract MA3458; and,

E. Approving the Sourcewell contract #081419; and,

F. Authorizing the City Manager or designee to execute the necessary documents; and,

G. Authorizing the Finance Officer to make necessary budget adjustments; and,

H. Authorizing the purchase of $180,000 of goods through CDW-G.

J.7. 21-413

SUBJECT: Adoption of a Resolution Authorizing Fiscal Year 2021-22 Annual Special Tax Rates for Community Facilities District (CFD) No. 2003-2 (Services)

REPORT IN BRIEF

Considers setting the Annual Special Tax Rates for Fiscal Year 2021-22 for Community Facilities District (CFD) No. 2003-2 (Services) for the City of Merced.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2021-47**, a Resolution of the City Council of the City of Merced, California, acting as the legislative body of the Community Facilities District No. 2003-2 (Services) of the City of Merced, authorizing the establishment of an annual special tax for said district for Fiscal Year 2021-2022.

J.8. 21-411

SUBJECT: Approval of a Professional Services Agreement with J.B. Anderson Land Use Planning and Deposit and Reimbursement Agreement with Bellevue Merced, LLC, for Preparation of an Environmental Document for the Proposed M Street and Bellevue Road Annexation in the Amount of $28,924.00

REPORT IN BRIEF

Considers approving a Professional Services Agreement with J.B. Anderson Land Use Planning along with a Reimbursement Agreement with Bellevue Merced, LLC, for preparation of an environmental document for the proposed annexation of approximately 37 acres location on the north side of Bellevue Road, west of M Street (extended).

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Professional Services Agreement with J.B. Anderson Land Use Planning in the amount of $28,924.00 for preparation of an environmental document for the M Street and Bellevue Road Annexation; and,

B. Approving the Deposit and Reimbursement Agreement with Bellevue Merced, LLC, in the amount of $31,816.40 to cover the cost of the consultant contract and staff time for the administration of the environmental review process; and,

C. Approving an increase of revenue in the amount of $22,324.00 to account 017-0804-360-01-02 - Other Revenue Developers and appropriating $28,924 to account 017-0804-512-17-00-Professional Services ($6,600 previously paid by the developer into account 017-0804-331-03-17- Environmental Review Fees) for payment to J.B. Anderson Land Use Planning; and,

D. Approving an increase of revenue in the amount of $2,892.40 to account 017-0804-331-01-11 - Cost Recovery; and,

E. Authorizing the City Manager or designee to execute the documents.

J.9. 21-481

SUBJECT: Approval of Modification to Street Closure Request #21-01 Regarding a Monthly Farmers Market Event (El Mercado) Hosted by the City of Merced and the Merced County Hispanic Chamber of Commerce to Extend the Event Time from 10:00 p.m. to 11:00 p.m. and to Modify Condition #12 Extending the Time That Music is Allowed From 9:00 p.m. to 10:00 p.m. for the Remaining Dates of the Event on July 1, August 5, September 2, and October 7, 2021

REPORT IN BRIEF

Considers a request by the City of Merced and the Merced County Hispanic Chamber of Commerce to modify Street Closure Request #21-01 regarding the closure and use of City streets and Bob Hart Square. The modifications include the extension of the event time from 10:00 p.m. to 11:00 p.m. and the modification of Condition #12 extending the time that music is allowed from 9:00 p.m. to 10:00 p.m. for the remaining events dates on Thursday, July 1, August 5, September 2, and October 7, 2021, for a monthly Farmers Market Event (El Mercado).

RECOMMENDATION

City Council - Adopt a motion approving the modification of Street Closure Request #21-01 including the extension of the event time from 10:00 p.m. to 11:00 p.m. and the modification to Condition #12 extending the time that music is allowed from 9:00 p.m. to 10:00 p.m., subject to the details and conditions outlined in the Administrative Staff Report.

J.10. 21-483

SUBJECT: Approval of Agreement for Use of City Right-of-Way with Mainzer OB, LLC for a Grease Interceptor, Including Necessary Plumbing, and Overhead Signage on N Street

REPORT IN BRIEF

Considers approving the agreement for use of City right-of-way with Mainzer OB, LLC for a Grease Interceptor, including necessary plumbing, and Overhead Signage on N Street.

RECOMMENDATION

City Council - Adopt a motion approving the agreement for use of City right-of-way with the Mainzer OB, LLC; and, authorizing the City Manager or designee to execute the necessary documents.

J.11. 21-484

SUBJECT: Approval of Additional Contingency in the Amount of $168,558 for Additional Work Which is Reflected in Change Order #3 Associated with the Alpine Dr - G St. to Wainwright Ave. Improvements, Project No. 119006

REPORT IN BRIEF

Considers approving an increase to the contingency in the amount of $168,558 for City Project No. 119006 - Alpine Drive, G Street to Wainwright Avenue Improvements.

RECOMMENDATION

City Council - Adopt a motion authorizing the City Manager or designee to execute the necessary documents and to approve change orders up to a total contingency amount of $229,706.03. An increase in contingency of $168,558.

J.12. 21-501

SUBJECT: Approval of Property, Boiler and Machinery Insurance Renewal Through Alliant Property Insurance Program in the Amount of $551,105.84 for Program Year 2021/2022

REPORT IN BRIEF

Considers approving the renewal of the City's policy through Alliant Property Insurance Programs (APIP) at 33.76% premium increase, amounting to $551,105.84 for program year 2021/2022.

RECOMMENDATION

City Council- Adopt a motion ratifying the renewal of the property and boiler and machinery insurance through the Alliant Property Insurance Programs (APIP), administered by Alliant Insurance Services for the period of July 1, 2021 through June 30, 2022; and authorizing the City Manager or designee to execute the necessary documents.

K. PUBLIC HEARINGS

Members of the public who wish to speak on public hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to further public comment and brought to the Council for discussion and action. Further comment will not be received unless requested by the Council. See MODIFIED PUBLIC COMMENT for details.

K.1. 21-472

SUBJECT: Public Hearing (to be Heard at 7PM) to Receive a Report from Staff on the Redistricting Process and Permissible Criteria to be Considered to Redraw the Council District Map, to Receive Input from the Community Regarding the Redrawing of Election District Boundaries, Direction Regarding an Advisory Committee, and Scheduling Remaining Required Public Hearings

REPORT IN BRIEF

Public Hearing to inform Council and the public on the redistricting process, allow community input regarding the redrawing of the Council District Map, provide staff direction on an advisory committee, and scheduling remaining required Public Hearings.

RECOMMENDATION

Receive public input on the redrawing of election district boundaries, provide direction to staff regarding an advisory committee and scheduling the required Public Hearings.

K.2. 21-487

SUBJECT: Public Hearing to Consider General Plan Amendment #21-01 and Zone Change #427, Initiated by MCP, LLC, Property Owner Requesting a Change From the Current General Plan Land Use Designation of Low Density Residential (LD) to High-Medium Density Residential (HMD), and a Zone Change From Low Density Residential (R-1-6) to Medium Density Residential (R-3-2) for Four 0.22-Acre Parcels Located at 565, 575, 601, and 609 Q Street to Allow for the

Development of a 4 Plex on 4 Separate Parcels, for a Total of 16 Units

REPORT IN BRIEF

Staff is recommending continuing this item to the City Council Meeting of July 19, 2021, to allow time to work out project details with the applicant.

RECOMMENDATION

City Council - Adopt a motion continuing the Public Hearing to the Meeting of July 19, 2021.

K.3. 21-215

SUBJECT: Public Hearing and Adoption of Resolution to Vacate a 32-Foot-Wide Strip of Right-of-Way, Containing Approximately 19,628.69 Square Feet, Generally Located Approximately 362 Feet North of Yosemite Avenue Between Mansionette Drive and Sandpiper Avenue (Extended)(Vacation #21-02)

REPORT IN BRIEF

Considers approving a Resolution to order the vacation of a 32-foot-wide portion of roadway, containing approximately 19,628.69 square feet of land, generally located approximately 362 feet north of Yosemite Avenue, between Mansionette Drive and Sandpiper Avenue (extended).

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2021-46**, a Resolution of the City Council of the City of Merced, California ordering the vacation of 32-foot-wide strip of right-of-way, containing approximately 19,628.69 square feet, generally located approximately 362 feet north of Yosemite Avenue, between Mansionette Drive and Sandpiper Avenue (extended) (Vacation #21-02).

K.4. 21-467

SUBJECT: Public Hearing and Adoption of Resolution to Vacate the Northern Portion of the Arbor Walkway Easement (Approximately 2,800 Square Feet) Which Would Revert Development Rights Back to the Adjacent Property Owner of 531 W. Main Street, Merced, Generally Located on the North Side of Main Street, Approximately 150 Feet East of M Street

REPORT IN BRIEF

Considers the vacation of the northern portion of the Arbor Walkway easement (approximately 2,800 square feet) which would revert development rights back to the adjacent property owner of 531 W. Main Street.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-55,** A Resolution of the City Council of the City of Merced, California, approving a mutual termination of the easement agreement between the City of Merced and Creative Development Concepts, Inc.; and,

B. Adopting **Resolution 2021-56**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of the Arbor Walkway North easement (approximately 2,800 square feet) which would revert development rights back to adjacent property owner of 531 W. Main Street (Vacation #21-03).

K.5. 21-455

SUBJECT: Public Hearing to Consider (1) the Annexation of Certain Property into Community Facilities District (CFD) No. 2003-2 (Services) for the Yosemite Crossing Development, Calling and Holding a Special Election for Annexation No. 17 into CFD No. 2003-2 (Services) for the Yosemite Crossing Development; Canvassing the Results of the Election Held within Annexation No. 17 of Said District, and Annexing Annexation No. 17 to Said District and Authorizing the Levy of a Special Tax Within Said Annexation No. 17; and (2) Detachment of Same Property from Mansionette Maintenance District

REPORT IN BRIEF

Requests the City Council Conduct a Consolidated Public Hearing Regarding (a) Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for the Yosemite Crossing Development, and (b) Detachment of same Property from Mansionette Maintenance District; Hold Election for Annexation; Detach Property from Mansionette Maintenance District.

RECOMMENDATION

City Council - Adopt a motion (1) on behalf of itself and the CFD:

A. Holding a Consolidated Public Hearing on the annexation of certain property into the CFD and the levy of special taxes; and,

B. Adopting **Resolution 2021-50**, a Resolution of the City Council of the City of Merced, acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced determining the validity of prior proceedings, calling a special election related to Annexation No. 17; and,

C. Holding an election; and,

D. Adopting **Resolution 2021-51**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced canvassing the results of the election held within Annexation No. 17 of said District; and,

E. Adopting **Resolution 2021-52**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced, annexing Annexation No. 17 to said district and authorizing the levy of a special tax within said Annexation No. 17.

City Council - Adopt a motion (2):

A. Adopting **Resolution 2021-53**, a Resolution of the City Council of the City of Merced, detaching area designated as Annexation No. 17 of the City of Merced Community Facilities District No. 2003-2 (Services) from the Mansionette Maintenance District

K.6. 21-454

SUBJECT: Public Hearing for the Introduction and Review of the Draft U.S. Department of Housing and Urban Development (HUD) 2021 Annual Action Plan; Proposed Expenditure of CDBG and HOME Funds for FY 2021-2022; and, Receipt of Public Comment During a Reduced 15-Day Public Review and Comment Period

REPORT IN BRIEF

Presentation and discussion of the Preliminary Draft of the HUD 2021 Annual Action Plan; and Public Hearing to provide the public an opportunity to comment.

RECOMMENDATION

City Council -

A. Conduct a public hearing to receive public comment regarding the Draft 2021 Annual Action Plan and proposed expenditure of CDBG, HOME, and other funds for Fiscal Year 2021-2022; and,

B. Provide comment, if any, on staff recommendations for the distribution of projects, goals, and objectives, and allocation of funding in the Draft 2021 Annual Action Plan; and,

C. Provide comment, if any, on staff recommendations regarding the Community Organization CDBG funding request applications received for Fiscal Year 2021-2022.

K.7. 21-459

SUBJECT: Public Hearing on the Various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2021/2022 with Adoption of Resolution for Approval, Confirmation, and Adoption of the Engineer's Reports for the Various Maintenance Districts as Originally Submitted or as Modified

REPORT IN BRIEF

Consider adopting a Resolution approving, confirming, and adopting Engineer's Reports and Budgets for Maintenance Districts after the close of the Public Hearing.

RECOMMENDATION

City Council - Adopt a Motion adopting **Resolution 2021-48**, a Resolution of the City Council of the City of Merced, California, approving, confirming, and adopting Engineer's Reports on Maintenance Districts.

K.8. 21-364

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard Regarding the City Council, Public Financing and Economic Development Authority, and Parking Authority Fiscal Year 2021-22 Budget, Adoption of the Budget with Revision(s), if any, and Appropriation of the Revenue and Approval of the Capital Projects for Each Respective Budget

REPORT IN BRIEF

Continued Public Hearing and adoption of the Fiscal Year 2021-22 City Council, Public Financing and Economic Development Authority, and Parking Authority Budget.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-54**, Resolution of the City Council of the City of Merced, California, Adopting the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to

reflect actual balances as of June 30, 2021; and,

C. Approving a transfer in Fiscal Year 2020-21 not to exceed $159,000 from Fund 085-Measure Y Parks and Recreation 20% unreserved, unencumbered fund balance to Fund 024-Parks and Community Services to mitigate estimated year-end cash short fall.

Public Financing and Economic Development Authority - Adopt a motion:

A. Adopting **Resolution PFA 2021-01**, Resolution of the City of Merced Public Financing and Economic Development Authority, Adopting the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2021.

Parking Authority - Adopt a motion:

A. Adopting **Resolution PA 2021-01**, Resolution of the City of Merced Parking Authority, Adopting the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2021.

L. REPORTS

L.1. 21-453

SUBJECT: Adoption of Resolution Approving the Yosemite Crossing Subdivision, Phase 1 - Final Map #5382 for 6 Commercial Lots, Generally Located on the Northeast Corner of Yosemite Avenue and G Street, and the Approval of the Subdivision Agreement for Yosemite Crossing, Phase 1

REPORT IN BRIEF

Considers the approval of Final Map #5382 for 6 commercial lots, generally located at the northeast corner of Yosemite Avenue and G Street, and the Subdivision Agreement for Yosemite Crossing, Phase 1.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-49**, A Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Yosemite Crossing, Phase 1 Subdivision (#5382); and,

B. Approving the Subdivision Agreement for Yosemite Crossing, Phase 1; and,

C. Authorizing the City Manager or designee to execute the Subdivision Agreement.

M. BUSINESS

M.1. 21-507

SUBJECT: Council Member Echevarria's Request to Discuss the Potential for Council to Reconsider the Recommendation for Essential Air Service to the Department of Transportation at a Future Council Meeting

REPORT IN BRIEF

Council Member Echevarria's Request to Discuss the potential for Council to reconsider the recommendation for essential air service to the Department of Transportation pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

Provide direction to staff on the potential to reconsider previous Council action at a future meeting.

M.2. 21-457

SUBJECT: Discussion on the Format of Future City Council Meetings in Response to Governor's Rescinding of the Order for Face Coverings and Social Distancing Requirements Related to the Statewide COVID-19 Emergency

REPORT IN BRIEF

Discuss the format and seating arrangement of City Council Meetings.

RECOMMENDATION

Provide staff direction on the format and seating arrangement of future City Council Meetings in response to the Governor's rescinding of the order for face coverings and social distancing requirements related to the statewide COVID-19 emergency.

M.3. 21-424 **SUBJECT:** Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

M.4. 21-425 **SUBJECT:** City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

N. ADJOURNMENT

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.1. Meeting Date: 6/21/2021

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Stephanie Dietz; Unrepresented Management AUTHORITY: Government Code Section 54957.6

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.2. Meeting Date: 6/21/2021

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative(s): Travis Lindsey and Janell Van Bindsbergen, Lozano Smith, Attorneys at Law; Employee Organizations: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703, International Association of Fire Fighters, Local 1479; Merced Police Officers' Association (MPOA); Merced Association of Police Sergeants and Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.3. Meeting Date: 6/21/2021

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representatives: Mayor and City Council Members. Unrepresented Employee: City Attorney; Authority: Government Code Section 54957 and 54957.6

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.4. Meeting Date: 6/21/2021

SUBJECT: PUBLIC EMPLOYMENT - Title: City Attorney/Interim City Attorney; Authority: Government Code Section 54957

ADMINISTRATIVE REPORT

Agenda Item F.1. Meeting Date: 6/21/2021

SUBJECT: Certificate of Recognition for Local Amateur Boxing Champion David Haro

REPORT IN BRIEF

Accepted by David Haro.

ADMINISTRATIVE REPORT

Agenda Item F.2. Meeting Date: 6/21/2021

SUBJECT: Certificate of Recognition for Josh Hickman for His CCC Wrestling Tournament Victory with Golden Valley High School

REPORT IN BRIEF

Accepted by Josh Hickman.

ADMINISTRATIVE REPORT

Agenda Item G.1. Meeting Date: 6/21/2021

SUBJECT: Update on the Merced Mall Renovation Project

REPORT IN BRIEF

Lois Codding, Vice President of Leasing - Codding Enterprises and Bill Kenney, Principal - The Kenney Company, will provide an update to Council on the Merced Mall Renovation Project.

RECOMMENDATION

For Information Only.

ADMINISTRATIVE REPORT

Agenda Item J.1. Meeting Date: 6/21/2021

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

ADMINISTRATIVE REPORT

Agenda Item J.2. Meeting Date: 6/21/2021

Report Prepared by: Taylor Gates, Administrative Assistant, Planning Division

SUBJECT: Information Only - Planning Commission Minutes of March 3, March 17, April 7, April 21, and May 5, 2021

RECOMMENDATION
For information only.

ATTACHMENTS
1. Minutes of March 3, 2021
2. Minutes of March 17, 2021
3. Minutes of April 7, 2021
4. Minutes of April 21, 2021
5. Minutes of May 5, 2021

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes
Planning Commission

Wednesday, March 3, 2021 **7:00 PM**

A. CALL TO ORDER

Chairperson HARRIS called the Regular Meeting to order at 7:00 PM

Clerk's Note: The meeting was held via teleconference per Governor Newsom's Executive Order N-29-20 and roll call votes were taken.

A.1. Moment of Silence

A.2. Pledge of Allegiance to the Flag

Commissioner CAMPER led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Clerk's Note: The Planning Commission has one vacancy at the time.

Present: 5 - Chairperson Michael Harris, Stephanie Butticci, Dorothea White, Jose Delgadillo, and Vice Chair Mary Camper

Excused: 1 - Robert Dylina

Absent: 0

C. ORAL COMMUNICATIONS

There were no public comments.

D. CONSENT CALENDAR

D.1

SUBJECT: Planning Commission Minutes of February 17, 2021

ACTION:
Approving and filing the Planning Commission Minutes of February 17, 2021

A motion was made by Member Delgadilo, seconded by Member White, to approve the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Harris
Butticci
White
Delgadillo
Camper

No: 0

Absent: 1 - Dylina

E. PUBLIC HEARINGS AND ACTION ITEMS

E.1

SUBJECT: Extension of Vesting Tentative Subdivision Map (VTSM) #1291 (modified), initiated by Bright Development. This application involves a request for a one-year extension of time for filing a final map for VTSM #1291 (modified). VTSM #1291 (modified) would allow the subdivision of 39.8 acres of land into 161 single-family lots generally located on the east side of G Street at Merrill Place (extended) within an R-1-5 zone with a General Plan designation of Low Density Residential (LD). **PUBLIC HEARING**

ACTION

Approve/Disapprove/Modify
Extension of Vesting Tentative Subdivision Map
(VTSM) #1291 (modified)

SUMMARY

This is a request for a one-year extension of Vesting Tentative Subdivision Map (VTSM) #1291 (modified) for Bright Development. This subdivision would allow the construction of 161 single-family lots on 39.8 acres within an R-1-5 zone. The requested extension would extend the life of the map to January 16, 2022, per the Draft Modified Resolution at Attachment A.

RECOMMENDATION

Planning staff recommends that the Planning Commission approve the Extension of Vesting Tentative Subdivision Map (VTSM) #1291 to January 16, 2022.

Senior Planner NELSON reviewed the report on this item. For further information, refer to Staff Report # 21-145. Staff also received one public comment from RICK TELEGAN expressing concerns about the project prior to the meeting. The public comment was provided to the Planning Commission via email. (Members of the public were given the opportunity to leave email and voicemail messages as well prior to the meeting).

Public testimony was opened at 7:21 PM

Speakers Via Teleconference in Favor:

David Butz, Bright Development, Merced

There were no speakers in opposition to the project.

Public testimony was closed at 7:22 PM

A motion was made by Member White, seconded by Vice Chair Camper, to approve the Extension of Vesting Tentative Subdivision Map (VTSM) #1291 to January 16, 2022. The motion carried by the following vote:

Aye: 5 - Harris
Butticci
White
Delgadillo
Camper

No: 0

Absent: 1 - Dylina

F. INFORMATION ITEMS

F.1 **SUBJECT:** Report by Planning Manager of Upcoming Agenda Items

ACTION
Information only.

Planning Manager ESPINOSA went over items for the next several Planning Commission meetings.

F.2 **SUBJECT:** Calendar of Meetings/Events

Mar. 1 City Council, 6:00 p.m. ***(By Teleconference)***
3 Planning Commission, 7:00 p.m. ***(By Teleconference)***
15 City Council, 6:00 p.m. ***(May be by Teleconference)***
17 Planning Commission, 7:00 p.m. ***(By Teleconference)***
Apr. 5 City Council, 6:00 p.m. ***(May be by Teleconference)***
7 Planning Commission, 7:00 p.m. ***(By Teleconference)***
19 City Council, 6:00 p.m. ***(May be by Teleconference)***
21 Planning Commission, 7:00 p.m. ***(By Teleconference)***
27 Bicycle/Pedestrian Advisory Commission, 4:00 p.m. ***(By Teleconference)***

G. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:32 PM

A motion was made by Member Delgadillo, seconded by Member Camper, to adjourn the Regular Meeting. The Motion carried by the following vote:

Aye: 5 - Harris
Butticci
White
Delgadillo
Camper

No: 0

Absent: 1 - Dylina

MODIFIED by Planning Commission on 10/3/18 –see pg. 3-13
AMENDED by Planning Commission on 6/6/18 – see pg. 10
Extended on 7/15/08, 7/15/09, 7/15/11, 7/11/13, 10/10/15, 4/3/2019, 2/19/2020, and 3/3/2021– See Pages 9-15
AMENDED by City Council on 1/16/07 – Pg 3
APPROVAL UPHELD by City Council on June 3, 2019

CITY OF MERCED
Planning Commission

Resolution #2904

WHEREAS, the Merced City Planning Commission at its regular meeting of November 8, 2006, held a public hearing and considered **Vesting Tentative Subdivision Map #1291** ("Bright Development"), initiated by Golden Valley Engineering, applicants for Bright Homes Corporation, property owner, to allow the subdivision of 39.8 acres into 168 single-family residential lots. The area is located east of G Street, and ¼ mile north of Cardella Road within an R-1-5 (Low Density Residential, 5,000-square-foot lot minimum) pre-zone; also known as Assessor's Parcel No. 061-030-017 and -038; and,

WHEREAS, the Merced City Planning Commission does not concur with Findings A through V of Staff Report #06-41 – 4th Addendum, and finds as follows in additional Finding W:

"W. During their testimony during the public hearing, the project applicants indicated that they wanted changes to Condition Numbers 2, 16, 20, & 21 and the deletion of Condition #29. Planning staff indicated that these changes were not recommended since they appeared to be in conflict with the Voting Rights Act and the adopted Pre-Annexation Development Agreement signed by the applicants. The Planning Commission reviewed various documents regarding the Annexation Agreement and the City Attorney clarified the delay with the recordation of the annexation pending required pre-clearance under the Voting Rights Act.

"At that time, the Commission indicated that they didn't feel they had enough information to make a decision to approve the project at this point and they did not want to contradict the previous agreements. However, the applicants had asked that a decision be made at this meeting due to the previous continuances. Given the above, the Planning Commission voted to deny the applications and informed the applicants that they could appeal their decision to the City Council."

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning

Commission does resolve to hereby deny Vesting Tentative Subdivision Map #1291.

Upon motion by Commissioner Amey, seconded by Commissioner Burr, and carried by the following vote:

AYES: Commissioners Acheson, Amey, Burr, and Chairman Shankland
NOES: Commissioner Ward
ABSENT: Commissioners Conte and Fisher

Adopted this 8th day of November, 2006

Chairman, Planning Commission of the City of Merced, California

ATTEST:

Secretary

n:shared:planning:PC Resolutions:#2904 VTSM #1291 Bright Development

January 16, 2007: At their regularly scheduled City Council meeting of January 16, 2007, the City Council considered the Applicant's appeal of the Planning Commission Denial of Vesting Tentative Subdivision Map #1291 ("Bright Development") and took the following action:

Upon Motion by Council Member Gabriault-Acosta, Seconded by Council Member Pollard, duly carried, resolved, to approve Findings A through S, finding that the previous environmental review [Expanded Initial Study #04-02 (Mitigated Negative Declaration) for the Absolute/Leeco Annexation] remains sufficient and no further documentation is required (Subsequent EIR/ND Section 15162 Findings), and approves Vesting Tentative Subdivision Map Application No. 1291 ("Bright Development"), subject to the amended conditions as recommended by Staff to the Planning Commission on November 8, 2006, and modification of Condition #21 of Staff Report No. 06-42 – 4th Addendum, as follows:

Modified by PC on 10/3/18. See pg. 11

1. ~~The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) - Attachment C, subject to the listed conditions.~~

2. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply, as well as conditions and mitigation measures spelled out in the Pre-Annexation Development Agreement for Absolute/Leeco Annexation (including the need to comply with the 6-minute emergency response time in the Pre-Annexation Development Agreement), adopted April 17, 2006, and any subsequent amendments (see Attachment F for mitigation measures).

3. The proposed project shall comply with all standard Municipal Code (including R-1-5 design standards) and Subdivision Map Act requirements as applied by the City Engineering Department.

4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

5. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

6. The developer/applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

8. Street names to be approved by City Engineer.

9. Dedicate, by Final Map, all interior street rights-of-way and all necessary easements and as needed for irrigation, utilities, drainage, landscaping, and open space, including any right-of-way necessary to reflect the modified alignment of the north-south oriented collector road in the eastern portion of the project located adjacent to the park and linear open space corridor.

Modified by PC on 10/3/18. See pg. 11

~~10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north ("Palisades Park") if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.~~

Modified by PC on 10/3/18. See pg. 11

~~11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north ("Palisades Park") if joint use occurs, or if pump station is necessary.~~

Modified by PC on 10/3/18. See pg. 11

~~12. Dedicate additional G Street right-of-way and easements to match *Merced Vision 2015 General Plan* requirements for 128-foot wide arterial, plus landscape and public facilities easements of 15-feet in width, including the construction of a 6-foot high masonry wall. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of "G" Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.~~

Modified by PC on 10/3/18. See pg. 11

~~13. Dedicate additional right-of-way and easements along the northern half of Merrill Avenue to match *Merced Vision 2015 General Plan* requirements for 74-foot wide collector (37-feet of ROW), plus landscape and public facilities easements varying from 10-feet to 12-feet in width, including the construction of a 6-foot high masonry wall along the northern portion of the roadway. These improvements shall~~

~~terminate at the northeast corner of the intersection of Merrill Avenue and "K" Drive as indicated on the Tentative Map.~~

14. Provide for City review and approval of landscape/irrigation plans, prepared by a licensed landscape architect, for all areas of landscaping that are to be maintained by City.

15. Compliance with the 40-foot visual corner is required for corner lots (approximately 20 lots), and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A 4-foot encroachment for the porch area can be allowed within this area. Details to be worked out with staff.

16. The effective date of this tentative map approval shall be the effective date of the final annexation for Absolute/Leeco. (Annexation to the City has not yet been finalized and is subject to pre-clearance under the Voting Rights Act before the Annexation can become effective.)

17. The proposed Community Park shall be designed for park and recreational use only. Basin or storm-water retention allowed within this park shall be consistent with the Park Master Plan. All bike trails within the linear park shall be a minimum width of 10-12 feet as per the Park Master Plan.

18. Refuse containers shall be stored out of site of the general public, including those homes located on the private driveways. A concrete pad (3 x 6 foot minimum) shall be installed in the side or back yard of each unit to house refuse containers with a paved path to the street.

19. There shall be no valley (cross) gutters installed within this subdivision.

20. Merrill Avenue shall be constructed to include a paved travel lane that is 23.5 feet wide curb-to-curb, with a 6-inch vertical asphalt curb along the south boundary line. The north side of Merrill Avenue will need to include curb and gutter, park strip, and a 5-foot sidewalk. Developer

shall construct the roadway prior to issuance of the first certificate of occupancy. Developer shall complete the intersection of Foothill Drive and G Street by expanding the intersection to a 4-way, signalized intersection prior to the issuance of the 50th building permit. This includes a median at the intersection of G Street and Merrill Avenue. The Developer shall coordinate the design of this roadway, to the extent feasible, with the adjoining property owner to the south.

21. The drainage basins along the PG&E power-line easements and within the neighborhood park/basins shall be designed in an open manner with no barriers, fences, etc., hindering their use as open space. All basins will need to be constructed and functional with City acceptance prior to issuance of the first certificate of occupancy. The linear and neighborhood parks will need to be transferred to the City of Merced per the terms of the Pre-Annexation Development Agreement.

Modified by PC on 10/3/18. See pg. 12

~~22. The secondary access point shall be located at the intersection of Foothill Drive and G Street. The secondary access point shall be installed prior to the issuance of the 1st certificate of occupancy permit.~~

23. City staff encourages and recommends the applicant to seek a water agreement with Merced Irrigation District for the usage of non-potable water for the use of irrigation of the City Landscaped areas such as Park-Strips, Parks, and any other area where non-potable water is allowed to be used and is approved by the Public Works Director.

24. The street tree and street light locations shall be approved by City Staff prior to approval of the first Final Map.

Modified by PC on 10/3/18. See pg. 12

~~25. The cul-de-sac bulb, 'J' Court, shall be open-end style including sidewalk connectors to adjacent linear parks (within the PG&E easement) and local streets and walls from back-of-house to back-of-house. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility of both easements as they intersect with each other and 'J' Court.~~

Deleted by PC on 10/3/18.

~~26. The cul-de-sac bulb labeled as 'D' Court shall be designed with park-strips due to its extended length.~~

27. City utility service (water and sewer) connections shall be located under the driveway for each lot that faces a City street. Water lines are privately owned and maintained between the meter and the home. Sewer lines are privately owned and maintained from the point of connection to the City-owned main sewer line.

28. Fire Hydrants to be provided and spaced in accordance with City of Merced standards. The maximum spacing between hydrants is 500 feet. Due to width issues of G Street, fire hydrants will need to be placed along the east side of this arterial roadway. The number and placement of fire hydrants to be worked out with the Fire Department.

29. The following design features shall be added to the elevations for the homes throughout the subdivision:

    a. *Garages Doors*: Design features such as windows and door molds, or driveway pavement treatments, such as aggregate, integral color, and stamped patterns, shall be added. These designs shall be varied from one lot to the other.

    b. *Front Elevations:*

        i. All proposed elevations show stucco as the primary building facia material. At least one of the plans shall be amended to show wood siding as the primary facia material, or stone or brick panels (approximately 3 feet high) along the bottom of the facia as a required element, not an option.

        ii. Each elevation is to be evenly distributed throughout the site. Prior to submittal of building permits, the applicant shall provide the Development Services Director with a

"distribution plan" showing the: house plan elevation, color, roof material, porch design, and garage door/pavement design selected for each lot. In no case, shall any more than two adjacent lots in a row have the same elevation.

iii. Blank rear and side elevations visible from a street are not permitted. The elevation shall include functional features (windows and doors, or be adorned with attractive features in addition to landscaping).

iv. The color palette for houses shall be varied (at least 6 distinct sets of colors) and be consistent with the style of the house.

v. High quality aesthetically pleasing materials (wood, stone, iron, pre-formed plastic fencing, etc.) shall be used.

BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: SPRIGGS, CORTEZ, GABRIAULT-ACOSTA, POLLARD, SANDERS, WOOTEN
NOES: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: OSORIO

July 15, 2008/July 15, 2009: On July 15, 2008, the State of California gave a one-year extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before December 30, 2010. On July 15, 2009, the State of California gave a second, two-year extension. Therefore, this Tentative Map #1291 hereby has its expiration date extended to January 16, 2012.

July 15, 2011: On July 15, 2011, the State of California gave a 24-month extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before January 1, 2014. Therefore, Vesting

Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2014.

July 11, 2013: On July 11, 2013, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2000. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2016.

October 10, 2015: On October 10, 2015, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2002, and not later than July 11, 2013. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2018.

June 6, 2018: At their regularly scheduled meeting of June 6, 2018, the Planning Commission approved the Extension of Vesting Tentative map #1291 ("Bright Homes") for one year (to January 16, 2019), subject to the following additional conditions:

30. A revised vesting tentative map shall be submitted within 60 days of the date this extension is granted. The revised map shall include the following:
    a. All lots shall be on property owned by the applicant.
    b. All roads through the subdivision shall be on property owned by the applicant.
    c. Access from Merrill Place into the subdivision on Palisades Drive shall be on property owned by the applicant or the right-of-way must have been dedicated to the City of Merced prior to submitting the revised map.
31. If after 60 days the above conditions have not been met, Vesting Tentative Map #1291 will automatically expire.

Upon motion by Commissioner PADILLA, seconded by Commissioner COLBY, and carried by the following vote:

AYES: Commissioners Alshami, Camper, Colby, Martinez, Padilla, and Chairperson Dylina

NOES: None

ABSENT: None, (One vacancy)

ABSTAIN: None

October 3, 2018: At their regularly scheduled meeting of October 3, 2018, the Planning Commission approved the modifications to Vesting Tentative map #1291 ("Bright Homes") subject to the conditions contained within this resolution, including modifications to Conditions #1, #10, #11, #12, #13, #22, and #25, the deletion of Condition #26, and the addition of Conditions #32 through #44. :

1. The proposed project shall be constructed/designed as shown on Exhibit 1 [Proposed Vesting Tentative Map #1291 (Modified)] - Attachment C of Staff Report #18-29, except as modified by the conditions.

10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the property owner to the north, if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.

11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases.

12. Dedicate additional G Street right-of-way and easements to match *Merced Vision 2030 General Plan* requirements for a 128-foot wide arterial, plus an additional 15 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall block wall shall be constructed along the project's frontage on G Street. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of "G" Street within the annexation boundary shall be constructed at the time of improvements for the first tentative

map, along with all other requirements listed in Condition #7 of said Resolution.

13. Dedicate additional right-of-way and easements along the northern half of Merrill Avenue to match *Merced Vision 2030 General Plan* requirements for 74-foot wide collector (37-feet of ROW), an additional 10 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall wall shall be constructed along the project's frontage on Merrill Avenue (Place). The block wall may be constructed in phases consistent with the tentative map. All of the land required for this development's share of Merrill Avenue (Place) shall be dedicated with the first final map.

22. Secondary access to the subdivision shall be provided by a Temporary Emergency Vehicle Access easement constructed between Lots 1 and 15 of Modified Tentative map #1291 to be maintained by the CFD.

25. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility.

32. At the time of Final Map, all references to a "PFE" (Public Facilities Easement) shall be changed to reflect the actual purpose of the easement. For example, if the easement is for utilities and a block wall, the easement should be labeled as a PUE (Public Utilities Easement) and Block Wall easement.

33. The Emergency Vehicle Access (EVA) is allowed on G Street as a temporary access only. The design of the EVA shall be approved by the Fire, Engineering, and Planning Departments. Pedestrian access should be implemented into the EVA.

34. Once Palisades Drive and Foothill Drive are constructed which provides secondary access into the subdivision, the EVA shall be abandoned at the owner's expense.

35. All easements shall be large enough to provide room for all utilities without utilities being placed underneath the City sidewalk.

36. The Tentative Map shows the EVA as "Lot A" and the 3.10 acres at the eastern edge of the subdivision as "Lot A". This shall be corrected on the final map so that there is no duplication of the lot designations.

37. Access to Lot A (at the eastern edge of the subdivision) as shown on VTSM #1291 (Modified) shall be provided from this subdivision. The exact location of the access point shall be determined when development occurs on Lot A.

38. The location of the pump station shown on the park/basin parcel is not approved. The exact location of the pump station will be determined prior to the first final map.

39. The cul-de-sacs at Court E and Court L shall be open-ended cul-de-sacs providing access to F Street.

40. The owner shall work with the City of Merced to obtain the additional right of way needed for the southern portion of Merrill Place.

41. The area shown as Lot A for the Emergency Vehicle Access on the tentative map shall be re-labeled due to duplication with the area to the east of the subdivision also shown as Lot A.

42. The Emergency Vehicle Access (EVA) Easement area shall be dedicated to the City. If sewer and water main lines are to be placed this area, a public utilities easement shall be maintained upon vacation of the EVA.

43. The EVA area may remain open to allow pedestrian access to the subdivision from G Street if the developer desires to do so after it is no longer needed as an EVA. However, if the pedestrian access is not maintained or problems arise with the use of the access area, it shall be the responsibility of the developer/subdivider to install the block wall in this area.

44. "F" Street shall have a 94-foot-wide right-of-way to include the 74-foot-wide collector road and a 10-foot-wide easement. All walls, landscaping, and utilities shall be included in this easement area.

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez

ABSTAIN: None

April 3, 2019: At their regularly scheduled meeting of April 3, 2019, the Planning Commission approved the Extension of Vesting Tentative Map #1291 ("Bright Homes") for one year (to January 16, 2020).

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

June 3, 2019: At their regularly scheduled City Council meeting of June 3, 2019, the City Council considered the Appeal to the Planning Commission's decision to approve the Extension of Vesting Tentative Map #1291 ("Bright Homes") by Rick Telegan and denied the appeal with the following vote:

AYES: COUNCIL MEMBERS: BLAKE, ECHEVARRIA, MARTINEZ, MURPHY, SERRATTO, SHELTON
NOES: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: MCLEOD

February 19, 2020: At their regularly scheduled meeting of February 19, 2020, the Planning Commission approved the Extension of Vesting Tentative Map #1291 ("Bright Homes") for one year (to January 16, 2021).

Upon motion by Commissioner DYLINA, seconded by Commissioner DELGADILLO, and carried by the following vote:

AYES: Commissioners Butticci, Camper, Delgadillo, Dylina, White, and Chairperson Harris

NOES: None

ABSENT: Commissioner Rashe

ABSTAIN: None

March 3, 2021: At their regularly scheduled meeting of March 3, 2021, the Planning Commission approved the Extension of Vesting Tentative Map (VTSM) #1291 ("Bright Homes") for one year or to January 16, 2022, in accordance with additional Findings A through E of Staff Report #21-145.

Upon motion by Commissioner WHITE, seconded by Commissioner CAMPER, and carried by the following vote:

AYES: Commissioners Butticci, Camper, Delgadillo, White, and Chairperson Harris

NOES: None

ABSENT: Commissioner Dylina (one vacancy)

ABSTAIN: None

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes
Planning Commission

Wednesday, March 17, 2021 **7:00 PM**

A. CALL TO ORDER

Chairperson HARRIS called the Regular Meeting to order at 7:00 PM

Clerk's note: The meeting was held via teleconference per Governor Newsom's Executive Order N-29-20 and roll call votes were taken.

A.1. Moment of Silence

A.2. Pledge of Allegiance to the Flag

Commissioner DELGADILLO led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Clerk's Note: The Planning Commission has one vacancy at this time.

Present: 5 - Chairperson Michael Harris, Member Stephanie Butticci, Member Dorothea White, Member Jose Delgadillo, and Vice Chair Mary Camper

Absent: 1 - Member Robert Dylina

C. ORAL COMMUNICATIONS

There were no public comments.

D. CONSENT CALENDAR

D .1

SUBJECT: Planning Commission Minutes of March 3, 2021

ACTION:
Approving and filing the Planning Commission Minutes of March 3, 2021

A motion was made by Member White, seconded by Member Delgadillo, to approve Consent Calendar. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Dylina

E. PUBLIC HEARINGS AND ACTION ITEMS

E.1

SUBJECT: General Plan Amendment #20-02 and Site Utilization Plan Revision #1 to Planned Development #12, initiated by Robert Vermeltfoort on behalf of REM Land Group, LLC, Property Owner. This application involves consideration of a change from Commercial Office (CO) and Industrial (IND) to Business Park. The proposed Site Utilization Plan envisions a proposed mini-mart with fuel island, a proposed drive-through business and a proposed office/retail building. The property is generally located at the northeast corner of State Highway 59 and Olive Avenue, within a zoning classification of Planned Development (P-D) #12. **PUBLIC HEARING**

ACTION: PLANNING COMMISSION:
Recommendation to City Council
Environmental Review #20-36 *(Mitigated Negative Declaration)*
General Plan Amendment #20-02
Site Utilization Plan Revision #1 to Planned Development (P-D) #12

CITY COUNCIL:
Approve/Disapprove/Modify
Environmental Review #20-36 *(Mitigated Negative Declaration)*
General Plan Amendment #20-02
Site Utilization Plan Revision #1 to Planned Development (P-D) #12

SUMMARY

This is a request to amend the General Plan Designation from Commercial Office (CO) and Industrial (IND) to Business Park (B-P) for a 3.38-acre site located at the northeast corner of State Highway 59 and Olive Avenue. Additionally, the request includes Site Utilization Plan (SUP) Revision #1 to Planned Development (P-D) #12 to allow for a proposed mini-mart with fuel island, a proposed drive-through business, and a proposed office/retail

building. Staff is recommending approval of the request with conditions.

RECOMMENDATION

Planning Staff recommends that the Planning Commission recommend approval to the City Council of Environmental Review #20-36 (Mitigated Negative Declaration), General Plan Amendment #20-02, and Site Utilization Plan Revision #1 to Planned Development #12 (including the adoption of the Draft Resolution at Attachment A) subject to the conditions in Exhibit A and the findings/considerations in Exhibit B, and the Mitigation Monitoring Program in Exhibit C of the Draft Resolution.

Principal Planner HREN reviewed the report on this item. For further information, refer to Staff Report #21-149. (Members of the public were given the opportunity to leave email and voicemail messages as well prior to the meeting, none were received).

Public testimony was opened at 7:14 PM

Speakers Via Teleconference in Favor:

Mike Singelyn, Applicant

Robert Vermelmfoort, Architect

There were no speakers in opposition to the project.

Public testimony was closed at 7:18 PM

A motion was made by Member Delgadillo, seconded by Member White, to recommend to the City Council adoption of a Mitigated Negative Declaration and a Mitigation Monitoring Program (Exhibit C of Planning Commission Resolution #4060) regarding Environmental Review #20-36 and approval of General Plan Amendment #20-02 and Site Utilization Plan Revision #1 to Planned Development (P-D) #12, subject to the Findings and Conditions set forth in Staff Report #21-149 (Resolution #4060).

Aye: 5 - Chairperson Harris
Member Butticci
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Dylina

E.2

SUBJECT: Zoning Ordinance Amendment #21-01, initiated by the City of Merced. This application involves changes to the Merced Zoning Ordinance (Title 20 of the Merced Municipal Code) which would amend

Merced Municipal Code Sections 20.74 (Appeals), 20.44.170 (Commercial Cannabis Businesses), 20.64 (Administrative Responsibility), 20.68 (Permit Requirements), and 20.70 (Public Notice and Hearings). This amendment would clarify that appeals of actions by the Planning Commission, Site Plan Review Committee, and the Director of Development Services would be scheduled for a public hearing by the appropriate review authority and heard within 90 days unless otherwise mutually agreed to by the applicant and appellant; and modify the appeal procedures for Commercial Cannabis Business Permits to match the same language (the current requirement is 30 days). This amendment would also clarify that any action of the Planning Commission requires a vote of at least four members of the Planning Commission for all actions listed in Table 20.64-1 (Review and Decision-Making Authority), including Conditional Use Permits and other permits, approvals, and recommendations. "**PUBLIC HEARING**

ACTION PLANNING COMMISSION:
Recommendation to City Council
Environmental Review #21-03 *(Categorical Exemption)*
Zoning Ordinance Amendment #21-01
CITY COUNCIL:
Approve/Disapprove/Modify
Environmental Review #21-03 *(Categorical Exemption)*
Zoning Ordinance Amendment #21-01

SUMMARY

Several amendments to the Zoning Ordinance will be considered involving the timing of appeals for various permits considered by the Planning Commission, including Commercial Cannabis Business Permits, and clarifying the number of votes that are required for the Planning Commission to approve action items. Staff is recommending approval.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend approval to the City Council of Environmental Review #21-03 [Categorical Exemption] and Zoning Ordinance Amendment #21-01 subject to the findings/considerations in Exhibit A and the Draft Ordinance at Exhibit B of the Draft Resolution at Attachment A.

Planning Manager ESPINOSA reviewed the report on this item. For further information, refer to Staff Report #21-205. (Members of the public were given the opportunity to leave email and voicemail messages as well prior to the meeting, none were received).

There was no one present wishing to speak regarding the project; therefore, public testimony was opened and closed at 7:32 PM

A motion was made by Member Camper, seconded by Member Delgadillo, to recommend to the City Council adoption of a Categorical Exemption regarding Environmental Review #21-03 and approval of Zoning Ordinance Amendment #21-01, subject to the Findings and as outlined in the draft Ordinance set forth in Staff Report #21-205 (RESOLUTION #4061). The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Dylina

E.3 **SUBJECT:** Study Session on General Plan and Zoning Ordinance

ACTION: Discussion/Questions/No Action Required

SUMMARY

Per the request of the Planning Commission, City staff will provide an overview of the *Merced Vision 2030 General Plan* and the Merced Zoning Ordinance.

RECOMMENDATION

Planning staff will be available for questions; no action is required.

Planning Manager ESPINOSA gave a slideshow presentation providing details on the General Plan and Zoning Ordinance.

Clerk's Note: No formal Commission action was taken on this item.

F. INFORMATION ITEMS

F.1 **SUBJECT:** Report by Planning Manager of Upcoming Agenda Items

ACTION

Information only.

Planning Manager ESPINOSA went over items for the next several Planning Commission meetings.

F.2 **SUBJECT:** Calendar of Meetings/Events

Mar. 15 City Council, 6:00 p.m. ***(By Teleconference)***
17 Planning Commission, 7:00 p.m. ***(By Teleconference)***
Apr. 5 City Council, 6:00 p.m. ***(May be by Teleconference)***
7 Planning Commission, 7:00 p.m. ***(By Teleconference)***
19 City Council, 6:00 p.m. ***(May be by Teleconference)***
21 Planning Commission, 7:00 p.m. ***(By Teleconference)***
27 Bicycle/Pedestrian Advisory Commission, 4:00 p.m. ***(By Teleconference)***
May 3 City Council, 6:00 p.m. ***(May be by Teleconference)***
5 Planning Commission, 7:00 p.m. ***(By Teleconference)***
17 City Council, 6:00 p.m. ***(May be by Teleconference)***
19 Planning Commission, 7:00 p.m. ***(By Teleconference)***

G. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 8:32 PM

A motion was made by Member White, seconded by Member Camper, to adjourn the Regular Meeting. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Dylina

CITY OF MERCED
Planning Commission

Resolution #4060

WHEREAS, the Merced City Planning Commission at its regular meeting of March 17, 2021, held a public hearing via teleconference and considered **General Plan Amendment #20-02 and Site Utilization Plan Revision #1 to Planned Development (P-D) #12,** initiated by Robert Vermeltfoort, on behalf of REM Land Group, LLC. property owner(s). The application involves consideration of a change from the current General Plan land use designations of Commercial Office and Industrial to Business Park. The proposed Site Utilization Plan envisions a proposed mini-mart with fuel island, a proposed drive-through business and a proposed office/retail building. The property is generally located at the northeast corner of State Highway 59 and Olive Avenue. The property is more particularly described as Adjusted Parcel 1 as described in the Grant Deed recorded as Document No. 2020047663, on December 10, 2020, in Merced County Records; also known as a portion of Assessor's Parcel Number (APN) 058-030-037; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through J of Staff Report # 21-149 (Exhibit B); and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit C) regarding Environmental Review #20-36, and recommend approval of General Plan Amendment #20-02 and Site Utilization Revision #1 to Planned Development (P-D) #12 subject to the Conditions set forth in Exhibit A, the Findings set forth in Exhibit B, and the Mitigation Monitoring Program in Exhibit C, attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Delgadillo, seconded by Commissioner White, and carried by the following vote:

AYES: Commissioners Butticci, Camper, Delgadillo, White, and Chairperson Harris
NOES: None
ABSENT: Commissioners Dylina (one vacancy)
ABSTAIN: None

Adopted this 17th day of March, 2021

Michael Harris

_____
Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Kim Espinosa

_____
Secretary

Exhibits:
Exhibit A – Conditions of Approval
Exhibit B – Findings/Considerations
Exhibit C – Mitigation Monitoring Program

Conditions of Approval
Planning Commission Resolution #4060
General Plan Amendment #20-02, Site Utilization Plan Revision #1 to Planned Development (P-D) #12

1. The proposed project shall be constructed/designed generally as shown on Exhibit 1 (site plan) and Exhibit 2 (elevations) - Attachments C and D of Planning Commission Staff Report #21-149, except as modified by the conditions.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

3. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the

City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

5. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

6. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc.. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

7. Community Facilities District (CFD) formation is required for annual operating costs for storm drainage, public landscaping within State Highway rights-of-way, street trees, and streetlights. CFD procedures shall be initiated before issuance of the first building permit and approved prior to any parcel map recording or sale of any part of the project. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

8. The project shall comply with all mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #20-36 (Attachment E of Planning Commission Staff Report #21-149).

9. All signs shall comply with the North Merced Sign Ordinance and Section 20.62.040 (E) of the City's Zoning Ordinance for signs in a Planned Development (P-D) zone. Sign locations as shown on the site plan are not approved at this time, including the sign on Highway 59 shown in Caltrans' right-of-way.

10. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.

11. Parking lot trees shall be installed per City Parking Lot Landscape Standards and Section 20.38.070 (F). At a minimum, parking lot trees shall be provided at a ratio of one tree for every six parking spaces. Trees shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).

12. All projects on this site shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

13. Prior to issuance of the first grading/building permit for any project on the site, the applicant shall demonstrate compliance with San Joaquin Valley Air Pollution Control District Rule 9510 to the City's Planning Department. Changes to the site plan resulting from compliance with Rule 9510 are subject to review by City Staff or the Planning Commission, as determined be the Director of Development Services.

14. Bicycle parking for all projects on the site shall meet the minimum requirements of the California Green Building Code and Merced Municipal Code Section 20.38.080.

15. All landscaping on the site shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping.

16. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with drought conditions.

17. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

18. A fire control room may be required for the buildings on the site. The applicant shall work with the Fire Department to determine the location of the fire control room in the event of its necessity. Additional fire control rooms may be required at the discretion of the Fire Chief.

19. Each building shall be provided with a Fire Department Connection.

20. A minimum turning radius of 33 feet inside, curb-to-curb and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

21. All storm water shall be retained in the proposed onsite basin or otherwise onsite and metered out to the City's storm water system in accordance with City Standards, subject to a storm drain plan approved by the City Engineer. The applicant shall submit calculations to the City showing, to the satisfaction of the City Engineer or designee, that the basin proposed onsite has enough capacity for the proposed plans.

22. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

23. All parking lot and other exterior lighting shall be oriented in such a way so that it does not spill over onto adjacent properties.

24. Containers for refuse and recycled goods shall be stored in enclosures that are designed with colors compatible with the buildings and shall be constructed to meet City Standards. At the Building Permit stage, the developer shall work with the City Refuse Department to determine the best location for these enclosures to ensure proper access is provided for City Refuse Trucks as well as the number of containers needed to adequately serve the site. Use of a trash compactor should be considered to reduce the number of pick-ups per week.

25. All construction activity shall be conducted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, due to nearby residential uses.

26. All walking paths, bicycle paths, recreational areas, and bicycle or vehicle parking areas shall be provided with sufficient lighting to ensure a safe environment.

27. All mechanical equipment shall be screened from public view (details to be worked out with staff).

28. Building and changing grades within the Regulatory Floodway is prohibited. The City shall not approve any plan or proposal that indicates building footprints or changes of grades in the Regulatory Floodway. Prior to construction, the applicant shall cause to be performed a survey of the regulatory floodway that is deemed appropriate by the City Engineer or designee. The project shall also be designed to meet all requirements of Flood Zone "AE."

29. Cross access easement(s) shall be recorded with the parcel to the east to ensure access to the driveway approximately 368 feet east of Highway 59 on Olive Avenue.

30. The design and height of fencing to screen the ponding basin shall be approved by City Planning staff at the time of the issuance of the first building permit.

31. Site Plan Review permits shall be required prior to building permit issuance for all buildings, including canopies, on site. If alcohol sales are proposed at the gas station, a Conditional Use Permit will be required.

32. Cross access and parking easements shall be recorded with any parcel map associated with the project.

33. The project shall improve or cause to be improved the Olive Avenue driveway in accordance with Table A2 of the traffic study (included within the Initial Study found at Attachment E of Planning Commission Staff Report 21-149). To resolve the issue of queues exceeding the driveway throat depth at the Olive Avenue driveway, the project shall install a 75-foot median in driveway OR add a westbound right turn lane on Olive Avenue. To resolve the issue of a right turn deceleration lane conflict with through traffic, the project shall add a westbound right turn lane on Olive Avenue.

Findings and Considerations
Planning Commission Resolution #4060
General Plan Amendment #20-02 and Site Utilization Plan Revision #1
for Planned Development (P-D) #12

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) With the proposed General Plan Amendment and Site Utilization Plan (SUP) Revision, the proposed project will conform with the General Plan designation of Business Park and zoning of Planned Development #12. The SUP Revision includes a gas station with convenience store, a drive-through, and office and retail uses, shown on the Site Plan at Attachment C of Planning Commission Staff Report #21-149.

Traffic/Circulation

B) According to the traffic study in the Initial Study #20-36 (Attachment E of Planning Commission Staff Report 21-149), the SR 59 / Olive Avenue Commercial Center project is a proposed convenience commercial development that will occupy 3 acres on the northeast corner of the intersection of State Route 59 (SR 59) and Olive Avenue. The proposed development plan includes a gasoline station with convenience store, a fast-food restaurant and other office / retail uses.

Access

The project proposes right-turn only access to SR 59 north of Olive Avenue, as well as a new right-turn only driveway on Olive Avenue.

Trip Generation

Based on approved trip generation rates that account for the specific land uses included in the project, and after discount for "pass-by" trips, the project could be expected to result in 1,811 net new trips (in and out) on a daily basis, with 139 new trips in the a.m. peak hour and 155 new trips in the p.m. peak hour.

Improvements

The project is assumed to complete frontage improvements on SR 59 and Olive Avenue that are consistent with the City's Arterial Street standards. Work required along SR 59 would be conducted under an encroachment permit acquired through Caltrans.

Existing Setting

The existing system of pedestrian and bicycle facilities in this area include limited sidewalks and Class I bike paths, but pedestrians and cyclists use paved shoulders

elsewhere. Sidewalks do not exist along the project's Olive Avenue frontage, but a Class I trail exists along SR 59. Recent Caltrans improvements have included high visibility crosswalks at the SR 59 and Olive Avenue intersection.

The Local Transportation Analysis (LTA) notes that the City of Merced General Plan establishes Level of Service (LOS) D as the minimum acceptable standard for the operation of intersections and roadways.

Because COVID-19 makes collection of new traffic count data impractical, traffic counts conducted in 2017 were projected out to Year 2020 by a 1% annual increase to established existing conditions. Two safety intersection improvement projects recently completed by the City and Caltrans are assumed in the evaluation of existing conditions at the SR 59 / Olive Avenue intersection and at the SR 59 / W. 16th Street intersection.

All study intersections operate at LOS D or better during the study hours. However, the two-lane portion of SR 59 between W. 16th Street and Olive Avenue carries daily traffic volumes that are indicative of LOS F conditions.

Vehicle Miles Traveled Impacts

Under SB 743, evaluation of transportation impacts under CEQA requires that agencies move from Level of Service based analysis to consideration of a project's effect on regional Vehicle Miles Traveled (VMT). The CEQA Guidelines and the California Governor's Office of Planning and Research (OPR) document, *Technical Advisory on Evaluating Transportation Impacts in CEQA* (California Governor's Office of Planning and Research 2018) provide general guidance as to thresholds of significance for determining when a project would have significant transportation impacts based on the new metric of VMT, rather than operating Level of Service (LOS) until local agencies adopt their own standards. Because Merced County and the City of Merced have not yet adopted methods for estimating regional VMT or significance criteria for evaluating impacts based on VMT, the OPR technical advisory has been followed.

Assessment of VMT Impacts

The proposed project is generally comprised of convenience retail uses that will serve motorists already traveling on SR 59 and on Olive Avenue or who live or work in the immediate area. The project also includes up to 6,000 sf of office space. Based on OPR guidance, the project's VMT impacts can be judged as follows.

As the retail elements of the project would serve customers generated in the local area or simply stopping at the site as part of a trip on SR 59 or on Olive Avenue, and the project's total building floor area is far below the 50,000 sf threshold identified by OPR, the impacts of the project's retail uses on regional VMT is not significant.

The office space included in the project is projected to generate 74 daily trips. As this trip generation estimate falls below the 110 daily trips threshold identified by OPR,

the office portion of the proposed project qualifies as a "small project" that can be assumed to have a less than significant impact on regional VMT. According to the traffic study, impacts to pedestrian, bicycles, hazards and safety, state facilities, and transit are also considered not significant.

LOS Results

While not a CEQA issue, the relative effects of the project on short term and long term traffic operations in this area of Merced has been investigated in a manner that is consistent with recent analysis of other development projects. Operating Levels of Service have been identified, and improvements that would be needed with and without the project to satisfy General Plan policies have been identified. Table A2 of Attachment E of Planning Commission Staff Report 21-149 notes these recommended improvements.

Three of these recommended improvements relate directly to modification of SR 59, or the intersection of SR 59 with Olive Avenue. Because the City and Caltrans will be implementing a project to widen SR 59 from 16th Street to the Black Rascal Creek bridges, these recommendations are not recommended by the City to be required as Conditions of Approval. This widening will both improve some of the issues and will also heavily modify the conditions that the analysis is predicated on in the first place. Additionally, any improvements that the proposed project would install in the short term would be rendered obsolete or removed when the widening occurs. As such, these three impacts do not require improvements from the project:

- SR 59/Olive Avenue- Lengthening of peak period queues
- SR 59/Olive Avenue/Santa Fe Drive- Exacerbate LOS F conditions during AM and PM peak hours
- SR 59 Driveway- Right turn deceleration conflict with through traffic

The traffic study also notes two impacts at the Olive Avenue driveway of the project:

- Queues exceed driveway throat depth
- Right turn deceleration lane conflict with through traffic

Driveway Throat Depths The driveway throat is the area available for exiting vehicles to wait without blocking the path of arriving traffic. The adequacy of the driveway throat is determined based on the length of exiting queue at the driveway. The LOS analysis indicates that the 95th percentile queue in the SR 59 driveway would be one vehicle or less, while the 95th percentile queue in the Olive Avenue driveway could be 75 feet (i.e., three vehicles). Table T19 of Attachment E of Planning Commission Staff Report 21-149 compares forecast queue and available throat depth. As shown, under Year 2035 conditions, the forecast 95th percentile queues at the SR 59 driveway are less than the available throat depth, and no changes are recommended. However, the Olive Avenue driveway has a limited throat depth, and the anticipated Year 2035 queue would block entry into the southern portion of

the canopy area. To address this issue, it would be necessary to either:

1. Place a median in the driveway that would extend for 75 feet, **or**
2. Construct a westbound right turn lane on Olive Avenue at the site access to provide space outside of the through travel lane for any entering vehicles delayed by the exiting queue.

Right Turn Channelization at Entrances. The need for separate right turn lanes on the entries to project driveways has been considered within the context of the precedence under similar condition elsewhere in Merced and typical engineering practice. The volume of traffic entering the site at each driveway has been identified. The Olive Avenue driveway is projected to handle 70 to 74 inbound peak hour right turns. The number of turns reaches the level that would typically justify a separate right turn deceleration lane (i.e., more than 50 right turns).

Right turn treatments elsewhere have been reviewed. Access to Olive Avenue is limited, and separate right turn lanes have been provided elsewhere on Olive Avenue east of the project site, particularly at access to major commercial areas. However, the industrial driveways just east of the project do not have right turn lanes.

In this case, separate right turn lanes are desirable and are needed to provide adequate LOS under long term conditions. A turn lane should be provided but should be incorporated into the ultimate design of the area street system. Initially, a separate right turn lane can be provided on Olive Avenue in advance of the driveway in the remaining 120 feet of project frontage. The project should contribute its fair share to the cost of these improvements, and with this improvement the project's effect is consistent with the General Plan.

Conclusion

Transportation and traffic impacts as summarized above were analyzed by KD Anderson & Associates, Inc. in a Traffic Impact Analysis (Appendix B of Initial Study #20-36, Attachment E of Planning Commission Staff Report 21-149). The conclusions regarding the proposed project is that the impacts of the project are **less than significant** for the purposes of CEQA Impact Significance Criteria.

The project's Conditions of Approval related to Level of Service (LOS) improvements shall indicate the need for improvement to rectify the impacts along the Olive Avenue Driveway as noted above and in Table A2 of Attachment E of Planning Commission Staff Report 21-149:

Olive Avenue Driveway

- Queues exceed driveway throat depth
    - Install 75-foot median in driveway OR add a westbound right turn lane
- Right turn deceleration lane conflict with through traffic
    - Add westbound right turn lane

Parking

C) Parking is based on project uses and their requirements per Table 20.38-1 of the Zoning Ordinance. The Zoning Ordinance allows a 15% reduction in floor area for non-usable commercial space such as restrooms, storage areas, etc. Using this formula, the parking requirements for the project would be 46 spaces, assuming that all areas are built out using the general retail requirements. If a portion of the project develops as office, the standards are slightly reduced, depending on the square footage committed to office use. The proposed project provides 85 parking spaces, which exceeds the required amount of parking necessary for this project even under the more demanding requirements of the general retail use.

Public Improvements/City Services

D) *Water*

There is a 16-inch water line in Highway 59 and another 16-inch line in Olive Avenue to serve the project site. The City's water supply would be sufficient to serve the proposed project.

Sewer

The WWTP recently finished two major upgrades (Phase IV and Phase V) to improve the quality of the treated water, referred to as plant effluent, and to improve the quality of biosolids and methods of treatment. The Merced Wastewater Treatment Plant is now one of the most advanced facilities in the state. It is capable of treating up to 12 million gallons of influent a day. The proposed project is estimated to generate approximately 11,730 gallons of wastewater per day (based on 108 gallons/day/1,000 square feet of floor area for office and commercial uses). The additional wastewater generated by the project would be approximately 0.09% of the overall capacity of the WWTP.

There is sufficient capacity at the WWTP, and the existing lines in Highway 59 and Olive Avenue have enough capacity during peak hours to accommodate the additional wastewater and transmit it to the WWTP for processing.

Stormwater

Storm drain lines exist in Olive Avenue and Highway 59 that the on-site storm drainage system would connect to. The project site would consist of approximately 101,280 square feet of impervious surfaces. All storm water run-off would be required to be captured on-site and metered into the City's storm drainage per City Standards.

Building Design

E) As shown on the Exterior Elevations at Attachment D of Planning Commission Staff Report #21-149, the buildings on the site would stand one story tall and have a design with brick, plaster, metal, and glass as primary features and elements. The details of the convenience mart are similar to other existing convenience marts in the area,

using the branding of 7-Eleven, the proposed tenant. Final design details are to be addressed by staff at the Site Plan Review stage.

Site Design

F) The project site is bounded by State Highway 59 to the west, Olive Avenue to the south, commercial warehouses and a cannabis dispensary to the east, and the vacant remainder of the property which the subject site was split off from to the north. As proposed, the project site includes:

- 4,837 square feet for a proposed office/retail building
- 4,088 square feet for a proposed mini mart
    - 4,284 square feet for the fuel island and canopy
- 2,805 square feet for a proposed drive-through business

Landscaping

G) As shown on the Site Plan at Attachment C of Planning Commission Staff Report #21-149, parking lot trees would be provided throughout the site in compliance with the City's Parking Lot Landscape Standards (Condition #15). According to Table 20.36-1 of the Zoning Ordinance, the site is required to provide a minimum landscape area equal to 15% of the project site. Landscaping and irrigation shall be required to meet the City's Water Efficient Landscape Ordinance (Condition #19).

Neighborhood Impact/Interface

H) The site as it currently stands does not directly border, nor does it border across an adjacent roadway, a residential use. Public hearing notices were sent to all property owners within 300 feet of the parcel that the subject site was recently subdivided from. To date, staff has not had any comments from the public regarding the project.

Signage

I) All signs on the site would be required to comply with the North Merced Sign Ordinance and the Business Park sign regulations (Condition #9). Final sign/design details will be addressed by staff at the Site Plan Review phase. The sign locations as shown on the Site Plan at Attachment C of Planning Commission Staff Report #21-149 are not approved, including the monument sign located on Highway 59 within Caltrans' right-of-way, which cannot be approved.

Planned Developments- Required Findings

J) Section 20.20.020(J) of the Merced Municipal Code requires the following findings be made in order to approve a Revision to a Planned Development.

1. The proposed development is consistent with the goals, policies, and actions of the General Plan and any applicable specific plan and community plan.

- The proposed development is consistent with and/or advances a number of goals of the General Plan, specifically UE-1.2, UE-1.5, L-2.1, L-2.2, L-2.4, L-2.5, L-3.2, and T-2.6.

2. The site for the proposed development is adequate in size and shape to accommodate proposed land uses.
    - The Site Plan is shown at Attachment B of Planning Commission Staff Report #21-149 and lays out a clear and feasible plan to use this site for the proposed land uses.
3. The site for the proposed development has adequate access considering the limitations of existing and planned streets and highways.
    - Traffic and circulation are discussed in detail in Finding B, above.
4. Adequate public services exist or will be provided to serve the proposed development.
    - Public Improvements and City Services are discussed in detail in Finding D, above.
5. The proposed development will not have a substantial adverse effect on surrounding property, will be compatible with the existing and planned land use character of the surrounding area, and will enhance the desirability of the area and have a beneficial effect.
    - The land use that the surrounding properties predominantly have is Industrial. With warehouses and a cannabis dispensary to the east, a Wal-Mart across Olive Avenue, and a proposed development of similar character in the Thoroughfare Commercial parcels across Highway 59, this development will fit in appropriately and enhance the desirability of the area.
6. The proposed development carries out the intent of the Planned Development zoning district by providing a more efficient use of the land and an excellence of site design greater than that which could be achieved through the application of established zoning standards.
    - Planned Development #12 is already in existence, and this proposal allows a development to move forward within it in a manner that the established zoning standards would not permit. The Commercial Office (C-O) zone would not permit a gas and service station, which can be a cornerstone of a development in such a highly travelled intersection, to exist on this location.
7. Each individual unit of the proposed development, in each phase as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development.
    - None of the proposed uses are wholly reliant on any of the others in order to exist. While each of the uses can benefit from the presence of the entire development, no single one of the proposed uses is a requirement for the whole to proceed.
8. Any deviation from the standard ordinance requirements is warranted by the design and additional amenities incorporated in the development plan, which

offer certain unusual redeeming features to compensate for any deviations that may be permitted.

- The proposed Site Utilization Plan Revision does not envision or recommend deviations for standard ordinance requirements beyond that which was created for Planned Development #12. At that time, the subject site was a component of a larger overall parcel and permits at the time were primarily concerned with the warehouses now in existence to the east.

9. The principles incorporated in the proposed development plan indicate certain unique or unusual features, which could not otherwise be achieved under the other zoning districts.
    - The proposed development plan uniquely addresses the needs and characteristics of the subject site, which is already zoned as a part of Planned Development #12. In accordance with the purpose of the Planned Development designation, this plan proposes to bring together uses that would not otherwise be possible with a different zoning district while still promoting the project's overall harmoniousness with surrounding uses.

Environmental Clearance

K) The Planning staff has conducted an environmental review (Initial Study #20-36) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Draft Mitigated Negative Declaration (i.e., no significant effects in this case because of the mitigation measures and/or modifications described in Initial Study #20-36) is being recommended (see Attachment E of Planning Commission Staff Report #21-149).

ENVIRONMENTAL REVIEW #20-36
Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

This mitigation monitoring program includes a brief discussion of the legal basis and purpose of the mitigation monitoring program, a key to understanding the monitoring matrix, a discussion of noncompliance complaints, and the mitigation monitoring matrix itself.

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

Public Resource Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

1) The requirements of the adopted mitigation monitoring program for the General Plan Amendment #20-02 and Site Utilization Plan Revision #1 to Planned Development #12 shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

ATTACHMENT B

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #20-36 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for General Plan Amendment #20-02 and Site Utilization Plan Revision #1 to Planned Development #12. The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation measure.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

General Plan Amendment #20-36/Site Utilization Plan Revision #1 to Planned Development #12 Mitigation Monitoring Checklist

Project Name:_____ **File Number:**_____
Approval Date:_____ **Project Location** _____
Brief Project Description_____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

3) Air Quality

Impact	*Mitigation Measures*	*Timing*	*Agency or Department*	*City Verification (date and initials)*
c	AIR-1) Consistent with SJVAPCD Regulation VIII (Fugitive PM10 Prohibitions), the following controls are required to be included as specifications for the proposed project and implemented at the construction site: -All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. -All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant -All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. -When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. -All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. *(continued on next page)*			

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
c	-The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden. - Following the addition of materials to, or the removal of materials from, the surface of out-door storage piles, said piles shall be effectively stabilized of fugitive dust emission utilizing sufficient water or chemical stabilizer/suppressant.	Building Permits	Planning Department	
c	AIR-2) The project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project meet the California Air Resources Board (CARB) Tier 2 with a Level 3 Diesel Particulate Filter emissions standards or equivalent.	Building Permits	Planning Department	

4) Biological Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	BIO-1) Impacts to wildlife habitat can be reduced by using native plant materials in landscaping to the greatest extent possible. Native plant species provide the best wildlife habitat since native vegetation has co-evolved with the wildlife and affords food sources for which wildlife is best adapted. Native species cannot always be used to produce the desired form and floral characteristics, but some native species can usually be incorporated.	Building Permits	Planning Department	

5) Cultural Resources				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	CUL-1) If unknown pre-contact or historic-period archaeological materials are encountered during project activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resources materials may include pre-contact resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations shall be required to mitigate adverse impacts from project implementation. These additional studies may include, but are not limited to, recordation, archaeological excavation, or other forms of significance evaluations. The applicant shall inform its contractor(s) of the sensitivity of the project site for archaeological deposits, and include the following directive in the appropriate contract documents: *(continued on next page)*			

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	"The subsurface of the construction site is sensitive for archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist shall assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include, but are not limited to, shellfish remains; bones, including human remains; and tools made from, obsidian, chert, and basalt; mortars and pestles; historical trash deposits containing glass, ceramics, and metal artifacts; and structural remains, including foundations and wells." The City shall verify that the language has been included in the grading plans prior to issuance of a grading permit or other permitted project action that includes ground-disturbing activities on the project site.	Building Permits	Planning Department	
b	CUL-2) Implementation of Mitigation Measure CUL-1	Building Permits	Planning Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
c	CUL-3) If human remains are identified during construction and cannot be preserved in place, the applicant shall fund: 1) the removal and documentation of the human remains from the project corridor by a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archaeology; 2) the scientific analysis of the remains by a qualified archaeologist, should such analysis be permitted by the Native American Most Likely Descendant; and, 3) the reburial of the remains, as appropriate. All excavation, analysis, and reburial of Native American human remains shall be done in consultation with the Native American Most Likely Descendant, as identified by the California Native American Heritage Commission.	Building Permits	Planning Department	
6) Energy				
a	ENE-1) The applicant shall comply with all applicable California Energy Code, AB 341, and San Joaquin Valley Air Pollution Control District rules and regulations regulating energy efficiency and waste.	Building Permits	Building Department	
b	ENE-2) Implementation of Mitigation Measure ENE-1.	Building Permits	Building Department	

7) Geology and Soils				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
b	GEO-1) The project shall comply with all requirements of the State Water Resources Board (SWRCB) and obtain a General Construction Activity Stormwater Permit.	Building/ Encroachment Permits	Engineering Department	
8) Greenhouse Gas Emissions				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	**GHG-1)** The project applicant shall demonstrate compliance with the applicable BPS strategies to the Planning Division prior to the issuance of a building permit. The following BPS strategies are considered to be applicable, feasible, and effective in reducing GHG emissions generated by the project: • The project applicant shall provide a pedestrian access network that internally links all uses and connects to existing external streets and pedestrian facilities. *(continued on next page)*			

a	• The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as walls, berms, landscaping, and slopes between nonresidential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized. • The project applicant shall design roadways to reduce motor vehicle speeds and encourage pedestrian and bicycle trips by featuring traffic calming measures. Traffic calming measures include: bike lanes, center islands, closures (cul-de-sacs), diverters, education, forced turn lanes, and roundabouts. • The project shall provide car sharing programs, accommodations such as parking spaces for the car share vehicles at convenient locations accessible by public transportation. • The project applicant shall plant trees to provide shade. • The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.	Prior to Issuance of Building Permit	Engineering/Building/ Planning Departments	

8) Hydrology and Water Quality					
a, c	HYDRO-1)	To minimize any potential short-term water quality effects from project-related construction activities, the project contractor shall implement Best Management Practices (BMPs) in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity. In addition, the proposed project shall be in compliance with existing regulatory requirements, including the Water Pollution Control Preparation (WPCP) Manual. In addition, implementation of a Storm Water Pollution Prevention Plan (SWPPP) would be required under the National Pollutant Discharge Elimination System (NPDES) to regulate water quality associated with construction activities.	Building/ Encroachment Permits	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	HYDRO-2 If any storm drainage from the site is to drain into MID facilities, the developer shall first enter into a "Storm Drainage Agreement" with MID and pay all applicable fees.	Building/ Encroachment Permits	Engineering Department	
a	HYDRO-3A) Prior to the issuance of building permits, the project applicant shall submit a final Storm Water Mitigation Plan (SWMP) to the City of Merced for review and approval. The plan shall be developed using the California Stormwater Quality Association's "New Development and Redevelopment Handbook." The SWMP shall identify pollution prevention measures and BMPs necessary to control stormwater pollution from operational activities and facilities, and provide for appropriate maintenance over time. The SWMP shall include design concepts that are intended to accomplish a "first flush" objective that would remove contaminants from the first 2 inches of stormwater before it enters area waterways. The project applicant shall also prepare and submit an Operations and Maintenance Agreement to the City identifying procedures to ensure that stormwater quality control measures work properly during operations.	Prior to Issuance of Building Permits	Engineering Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	HYDRO-3B) Prior to issuance of a building permit or as required by the City Engineer, the developer shall demonstrate to the City that storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City Standards and the City's Storm Drain Master Plan. Prior to the issuance of grading permits, the project applicant shall file a Notice of Intent with and obtain a facility identification number from the State Water Resources Control Board. The project applicant shall also submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Merced that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for BMP implementation, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include, but not be limited to, the following elements: *(continued on next page)*	Building/ Encroachment Permits	Engineering Department	

a	• Comply with the requirements of the State of California's most current Construction Stormwater Permit. • Temporary erosion control measures shall be implemented on all disturbed areas. • Disturbed surfaces shall be treated with erosion control measures during the October 15 to April 15 rainy season. • Sediment shall be retained on-site by a system of sediment basins, traps, or other BMPs. • The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate discharge of materials to storm drains. • BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure. • In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season. *(continued on next page)*			

		• Specifically, the SWPPP shall identify and describe source control measures, treatment controls, and BMP maintenance requirements to ensure that the project complies with post-construction stormwater management requirements of the RWQCB.			
c	HYDRO-4	Prior to issuance of a building permit or as required by the City Engineer, the developer shall demonstrate to the City that storm drainage facilities are adequate to meet the Project demands and that improvements are consistent with the City Standards and the City's Storm Drain Master Plan.	Prior to Issuance of Building Permit	Engineering	
c	HYDRO-5	Building and changing grades within the Regulatory Floodway is prohibited. The City shall not approve any plan or proposal that indicates building footprints or changes of grades in the Regulatory Floodway. Prior to construction, the applicant shall cause to be performed a survey of the regulatory floodway that is deemed appropriate by the City Engineer or their designee. The project shall also be designed to meet all requirements of Flood Zone "AE."	Prior to Site Plan Approval	Engineering	

13) Noise				
Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	NOI-1) To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the project: • The construction contractor shall ensure that all internal combustion engine-driven equipment is equipped with mufflers that are in good condition and appropriate for the equipment. • The construction contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction disturbance area. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. • The construction contractor shall prohibit unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes is prohibited). • The construction contractor shall locate, to the maximum extent practical, on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. *(continued on next page)*	Building Permit	Building Department	

Impact No.	***Mitigation Measures***	***Timing***	***Agency or Department***	***City Verification (date and initials)***
a	• The construction contractor shall limit all noise producing construction activities, including deliveries and warming up of equipment, to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No such work shall be permitted on Sundays or federal holidays without prior approval from the City.	Building Permit	Planning Department	

Certificate of Completion:
By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion*.

_____ _____
Environmental Coordinator Date

CITY OF MERCED
Planning Commission

Resolution #4061

WHEREAS, the Merced City Planning Commission at its regular meeting of March 17, 2021, held a public hearing via teleconference and considered **Zoning Ordinance Amendment #21-01,** initiated by the City of Merced. This application involves changes to the Merced Zoning Ordinance (Title 20 of the Merced Municipal Code) which would amend Merced Municipal Code Sections 20.74 (Appeals), 20.44.170 (Commercial Cannabis Businesses), 20.64 (Administrative Responsibility), 20.68 (Permit Requirements), and 20.70 (Public Notice and Hearings). This amendment would clarify that appeals of actions by the Planning Commission, Site Plan Review Committee, and the Director of Development Services would be scheduled for a public hearing by the appropriate review authority and heard within 90 days unless otherwise mutually agreed to by the applicant and appellant; and modify the appeal procedures for Commercial Cannabis Business Permits to match the same language (the current requirement is 30 days). This amendment would also clarify that any action of the Planning Commission requires a vote of at least four members of the Planning Commission for all actions listed in Table 20.64-1 (Review and Decision-Making Authority), including Conditional Use Permits and other permits, approvals, and recommendations; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through F of Staff Report #21-205 (Exhibit A); and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Categorical Exemption regarding Environmental Review #21-03, and approval of Zoning Ordinance Amendment #21-01, as outlined in Exhibit B and subject to the Findings set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Camper, seconded by Commissioner Delgadillo, and carried by the following vote:

AYES: Commissioners Butticci, Camper, Delgadillo, White, and Chairperson Harris
NOES: None
ABSENT: Commissioners Dylina (one vacancy)
ABSTAIN: None

Adopted this 17th day of March 2021

Michael Harris

_____
Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Kim Espinosa

_____
Secretary

Exhibits:
Exhibit A –Findings/Considerations
Exhibit B—Draft Ordinance

Ref: KIM/PROJECTS/2021/ZOA 21-01--Procedures/#4061 ZOA#21-01 Procedures.docx

Findings and Considerations
Planning Commission Resolution #4061
Zoning Ordinance Amendment #21-01

FINDINGS/CONSIDERATIONS:

General Plan Policies Related to This Application

A) The proposed zoning ordinance amendment would make changes to the timing of appeals and clarify the number of votes required to adopt Planning Commission actions. General Plan Implementing Action L-2.3.d calls for the City to review and update the Zoning Ordinance as needed.

Proposed Changes to Zoning Ordinance

B) The proposed changes to the Zoning Ordinance as outlined in the Findings below. The changes are contained in the Draft Ordinance at Exhibit B of Planning Commission Resolution #4061 (Attachment A) and presented in the modified Chapters at Attachments B through F of Staff Report #21-205. In general, the changes can be summarized as follows:

1) Amending the language regarding appeals for items that go to the Planning Commission to be consistent throughout the Zoning Ordinance, in particular Chapter 20.74 (Appeals) and Section 20.44.170 (Commercial Cannabis Businesses). All appeals will be required to be scheduled and heard within 90 days, unless mutually agreed to by the applicant and appellant.

2) Clarifying the language in Chapters 20.64 (Administrative Responsibility), 20.68 (Permit Requirements), and 20.70 (Public Notice and Hearings) to make it clear that it requires 4 votes of the Planning Commission members to approve an action; otherwise, it is deemed denied.

Proposed Changes to the Code Regarding Appeals

C) In the past, there has been some confusion regarding the timing of appeals in that the language in the Zoning Ordinance only referred to "scheduling" the item for a public hearing. It was not clear if that meant the item must be heard within that time frame or not. It also was not clear if the applicant and/or the appellant could agree to a longer time frame.

The following changes to Chapter 20.74 (Appeals) and Section 20.44.170 (Commercial Cannabis Businesses) are proposed in the Draft Ordinance at Exhibit B of Planning Commission Resolution #4061 (Attachment A) and presented in the modified Chapters at Attachments B through C of Staff Report #21-205:

1) Section 20.74.030(E)(1) "Filing and Processing of Appeals, Report and Noticed Hearing" would be changed to read as follows: *"When an appeal has been filed, the Development Services Department shall prepare a report on the matter, including all of the application materials in question, and schedule and hear the matter for a public hearing by the appropriate review*

authority within 90 calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."

2) Section 20.44.170(L)(4)(b) "Appeal of Denial of Commercial Cannabis Business Permit (All Types)" would be changed to read as follows: *"When an appeal has been filed, the matter shall be scheduled and heard for a public hearing before the City Council within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."*

3) Section 20.44.170(L)(6)(b)(i) "Appeal of Denial of Commercial Cannabis Business Permit Renewal (All Types)" would be changed to read as follows: *"Any decision of the Development Services Director may be appealed to the Planning Commission. An appeal shall be filed within five (5) business days (excluding official city holidays) following a decision by the Director of Development Services. When an appeal has been filed, the matter shall be scheduled and heard for a public hearing before the Planning Commission within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."*

4) Section 20.44.170(L)(6)(b)(vi)(b) "Appeal of Denial of Commercial Cannabis Business Permit Renewal (All Types)" would be changed to read as follows: *"The decision of the Planning Commission may be appealed to the City Council. A written appeal shall be filed within five (5) business days (excluding official City holidays) following a Planning Commission decision. When an appeal has been filed, the matter shall be scheduled and heard for a public hearing before the City Council within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."*

5) Section 20.44.170(L)(8)(c)(i) "Revocation of Commercial Cannabis Business Permit (All Types)" would be changed to read as follows: *"Any decision of the Development Services Director may be appealed to the Planning Commission. An appeal shall be filed within five (5) business days (excluding official city holidays) following a decision by the Director of Development Services. When an appeal has been filed, the matter shall be scheduled and heard for a public hearing before the Planning Commission within ~~(thirty) 30~~ ninety (90) days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."*

6) Section 20.44.170(L)(8)(c)(vi)(b) "Revocation of Commercial Cannabis Business Permit (All Types)" would be changed to read as follows: *"The decision of the Planning Commission may be appealed to the City Council. A written appeal shall be filed within five (5) business days (excluding official city holidays) following a Planning Commission decision. When an appeal has been filed, the matter shall be scheduled and heard for a public hearing before the City Council within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant."*

Proposed Changes Related to the Number of Votes Needed to Approve Actions

D) City staff recently noticed that the Zoning Ordinance was not clear on how many votes it took for the Planning Commission to approve an item. (Such information for the City Council is included in the City's Charter, but it is unclear about how it applies to the Planning Commission.) Therefore, staff is proposing to amend the Ordinance in order to make it clear that it takes four (4) votes of the Planning Commission members to approve an item.

The following changes to Chapters 20.64 (Administrative Responsibility), 20.68 (Permit Requirements), and 20.70 (Public Notice and Hearings) are proposed in the Draft Ordinance at Exhibit B of Planning Commission Resolution #4061 (Attachment A) and presented in the modified Chapters at Attachments D through F of Staff Report #21-205:

1) Section 20.64.040 "Administrative Responsibility, Planning Commission" of is proposed to be changed to read as follows:

"The role of the Planning Commission in the administration of the Zoning Ordinance includes:

A) Serving as the review authority on permit and approval applications as shown in Table 20.64-1;

B) Reviewing appeals filed from Site Plan Review Committee decisions on Site Plan Review permit applications;

C) Reviewing appeals filed from Development Services Director decisions on discretionary permit applications; and,

D) Providing recommendations to the City Council on legislative actions as shown in Table 20.64-1.; and,

E) All decisions or recommendations of the Planning Commission noted above shall require at least four (4) members of the Planning Commission to vote to approve such an action; otherwise, the action is deemed denied."

2) Section 20.68.020(C)(1) "Permit Requirements, Conditional Use and Minor Use Permits, Review Authority" would be changed to read as follows: *"**Conditional Use Permits**. The Planning Commission shall take action on all Conditional Use Permit applications. At least four (4) members of the Planning Commission shall be required to vote to approve a Conditional Use Permit; otherwise, the Permit is deemed denied."*

3) Section 20.68.030(C)(1) "Design Review Permit, Review Authority" would be changed to read as follows: *"**Planning Commission**. The Planning Commission shall take action on all Design Review Permit applications except as specified in Sections 2 and 3 below. At least four (4) members of the Planning Commission shall be required to vote to approve a Design Review Permit; otherwise, the Permit is deemed denied."*

4) Section 20.68.070(C) "Variance" would be changed to read as follows: *"**Review Authority**. The Planning Commission, acting as the Board of Zoning Adjustment, shall take action on all Variance applications. At least*

four (4) members of the Planning Commission shall be required to vote to approve a Variance; otherwise, the Variance is deemed denied."

5) Section 20.74.050 would be changed to read as follows:

"20.74.050 Decision or Recommendation by Planning Commission

A. After a public hearing, any decision of the Planning Commission shall require at least four (4) members of the Planning Commission to vote to approve an action; otherwise, the action is deemed denied.

B. After a public hearing resulting in a Planning Commission recommendation to the City Council, the Development Services Department shall forward the recommendation to the City Council. A copy of the recommendation shall be mailed to the applicant at the address shown on the application. If at least four members of the Planning Commission do not vote to recommend approval or denial, then that action shall be deemed a recommendation of denial."

Time Frames

E) If recommended for approval by the Planning Commission on March 17, 2021, the Ordinance revisions would be scheduled for a City Council public hearing on May 3, 2021. A 2nd reading and adoption would follow on May 17, 2021, with the Ordinance being effective 30 days later or on or about June 17, 2021.

Environmental Clearance

F) The Planning staff has conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a *Categorical Exemption* is being recommended (see Attachment G of Staff Report #21-205).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING SECTIONS 20.74 (APPEALS), 20.44.170 (COMMERCIAL CANNABIS BUSINESSES), 20.64 (ADMINISTRATIVE RESPONSIBILITY), 20.68 (PERMIT REQUIREMENTS), AND 20.70 (PUBLIC NOTICE AND HEARINGS) OF THE MERCED MUNICIPAL CODE REGARDING THE TIMING OF APPEALS AND THE NUMBER OF VOTES REQUIRED TO ADOPT PLANNING COMMISSION ACTIONS

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 20.74.030(E)(1) "Filing and Processing of Appeals, Report and Noticed Hearing," of the Merced Municipal Code is hereby amended to read as follows:

"E. Report and Noticed Hearing

1. When an appeal has been filed, the Development Services Department shall prepare a report on the matter, including all of the application materials in question, and schedule the matter for a public hearing by the appropriate review authority. Said public hearing should be heard within 90 calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued by the appropriate review authority pursuant to 20.74.030(F)(3)."

SECTION 2. AMENDMENT TO CODE. Section 20.44.170(L)(4)(b) "Appeal of Denial of Commercial Cannabis Business Permit (All Types)," of the Merced Municipal Code is hereby amended to read as follows:

"b. When an appeal has been filed, the matter shall be scheduled for a public hearing before the City Council. The public hearing should be heard within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued pursuant to 20.44.170(L)(4)(d)."

SECTION 3. AMENDMENT TO CODE. Section 20.44.170(L)(6)(b)(i) "Appeal of Denial of Commercial Cannabis Business Permit Renewal (All Types)," of the Merced Municipal Code is hereby amended to read as follows:

"b. Any decision of the Development Services Director may be appealed to the Planning Commission. An appeal shall be filed within five (5) business days (excluding official city holidays) following a decision by the Director of Development Services.

i. When an appeal has been filed, the matter shall be scheduled for a public hearing before the Planning Commission. The public hearing should be heard within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued pursuant to 20.44.170(L)(6)(b)(v)."

SECTION 4. AMENDMENT TO CODE. Section 20.44.170(L)(6)(b)(vi)(b) "Appeal of Denial of Commercial Cannabis Business Permit Renewal (All Types)," of the Merced Municipal Code is hereby amended to read as follows:

"vi. The decision of the Planning Commission may be appealed to the City Council.

a) A written appeal shall be filed within five (5) business days (excluding official City holidays) following a Planning Commission decision.

b) When an appeal has been filed, the matter shall be scheduled for a public hearing before the City Council. The public hearing should be heard within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued pursuant to 20.44.170(L)(6)(b)(vi)(e)."

SECTION 5. AMENDMENT TO CODE. Section 20.44.170(L)(8)(c)(i) "Revocation of Commercial Cannabis Business Permit (All Types)," of the Merced Municipal Code is hereby amended to read as follows:

"c. Any decision of the Development Services Director may be appealed to the Planning Commission. An appeal shall be filed within five (5)

business days (excluding official city holidays) following a decision by the Director of Development Services.

i. When an appeal has been filed, the matter shall be scheduled for a public hearing before the Planning Commission. The public hearing should be heard within ~~(thirty) 30~~ ninety (90) days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued pursuant to 20.44.170(L)(8)(c)(v).”

SECTION 6. AMENDMENT TO CODE. Section 20.44.170(L)(8)(c)(vi)(b) “Revocation of Commercial Cannabis Business Permit (All Types)," of the Merced Municipal Code is hereby amended to read as follows:

vi. The decision of the Planning Commission may be appealed to the City Council.

a) A written appeal shall be filed within five (5) business days (excluding official city holidays) following a Planning Commission decision.

b) When an appeal has been filed, the matter shall be scheduled for a public hearing before the City Council. The public hearing should be heard within ~~thirty (30)~~ ninety (90) calendar days of receiving the appeal, unless otherwise mutually agreed to by the applicant and appellant or continued pursuant to 20.44.170(L)(8)(c)(vi)(e).”

SECTION 7. AMENDMENT TO CODE. Section 20.64.040 “Administrative Responsibility, Planning Commission," of the Merced Municipal Code is hereby amended to read as follows:

“The role of the Planning Commission in the administration of the Zoning Ordinance includes:

A. Serving as the review authority on permit and approval applications as shown in Table 20.64-1;

B. Reviewing appeals filed from Site Plan Review Committee decisions on Site Plan Review permit applications;

C. Reviewing appeals filed from Development Services Director decisions on discretionary permit applications; ~~and,~~

D. Providing recommendations to the City Council on legislative actions as shown in Table 20.64-1~~;~~ and,

E. All decisions or recommendations of the Planning Commission noted above shall require at least four (4) members of the Planning Commission to vote to approve such an action; otherwise, the action is deemed denied."

SECTION 8. AMENDMENT TO CODE. Section 20.68.020(C)(1) "Permit Requirements, Conditional Use and Minor Use Permits, Review Authority," of the Merced Municipal Code is hereby amended to read as follows:

"1. **Conditional Use Permits**. The Planning Commission shall take action on all Conditional Use Permit applications. At least four (4) members of the Planning Commission shall be required to vote to approve a Conditional Use Permit; otherwise, the Permit is deemed denied."

SECTION 9. AMENDMENT TO CODE. Section 20.68.030(C)(1) "Design Review Permit, Review Authority" of the Merced Municipal Code is hereby amended to read as follows:

"1. **Planning Commission**. The Planning Commission shall take action on all Design Review Permit applications except as specified in Sections 2 and 3 below. At least four (4) members of the Planning Commission shall be required to vote to approve a Design Review Permit; otherwise, the Permit is deemed denied."

SECTION 10. AMENDMENT TO CODE. Section 20.68.070(C) "Variance," of the Merced Municipal Code is hereby amended to read as follows:

"C. **Review Authority**. The Planning Commission, acting as the Board of Zoning Adjustment, shall take action on all Variance applications. At least four (4) members of the Planning Commission shall be required to vote to approve a Variance; otherwise, the Variance is deemed denied."

SECTION 11. AMENDMENT TO CODE. Section 20.74.050 "Recommendation by Planning Commission," of the Merced Municipal Code is hereby amended to read as follows:

"20.74.050 Decision or Recommendation by Planning Commission

A. After a public hearing, any decision of the Planning Commission shall require at least four (4) members of the Planning Commission to vote to approve an action; otherwise, the action is deemed denied.

B. After a public hearing resulting in a Planning Commission recommendation to the City Council, the Development Services Department shall forward the recommendation to the City Council. A copy of the recommendation shall be mailed to the applicant at the address shown on the application. If at least four members of the Planning Commission do not vote to recommend approval or denial, then that action shall be deemed a recommendation of denial."

SECTION 12. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 13. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 14. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ___ day of _____, 2021, and was passed and adopted at a regular meeting of said City Council held on the ___ day of _____, 2021, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 8-7-19
City Attorney **Date**

https://cityofmerced-my.sharepoint.com/personal/espinosak_cityofmerced_org/Documents/Documents/KIM/PROJECTS/2021/ZOA 21-01--Procedures/#4061 Exhibit B for ZOA#21-01 (Draft Ord).docx

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes
Planning Commission

Wednesday, April 7, 2021 **7:00 PM**

A. CALL TO ORDER

Chairperson HARRIS called the Regular Meeting to order at 7:00 PM

Clerk's note: The meeting was held via teleconference per Governor Newsom's Executive Order N-29-20 and roll call votes were taken.

A.1. Moment of Silence

A.2. Pledge of Allegiance to the Flag

Commissioner WHITE led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Clerk's Note: Commissioner BUTTICCI was absent, excused.

The Planning Commission has one vacancy at this time.

Present: 5 - Chairperson Michael Harris, Member Robert Dylina, Member Dorothea White, Member Jose Delgadillo, and Vice Chair Mary Camper

Absent: 1 - Member Stephanie Butticci

C. ORAL COMMUNICATIONS

There were no public comments.

D. CONSENT CALENDAR

Approval of the Consent Agenda

A motion was made by Vice Chair Camper, seconded by Member Delgadillo, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Dylina
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Butticci

D.1 **SUBJECT:** Planning Commission Minutes of March 17, 2021

ACTION:
Approving and filing the Planning Commission Minutes of March 17, 2021

This Consent Item was approved.

D.2 **SUBJECT:** Vacation #21-02 - initiated by the City of Merced to abandon a 32-foot-wide portion of roadway, containing approximately 19,628.69 square feet of land, generally located approximately 330 feet north of Yosemite Avenue, between Mansionette Drive and Sandpiper Avenue (extended).

ACTION FINDING:

1) The proposed Vacation is consistent with the General Plan.

SUMMARY
This request is to vacate a 32-foot-wide strip of right-of-way, containing approximately 19,628.69 square feet of land, generally located approximately 330 feet north of Yosemite Avenue between Mansionette Drive and Sandpiper Avenue (extended). City staff has reviewed the need for this right-of-way and determined that a road in this location is not necessary.

RECOMMENDATION
Planning staff recommends that the Planning Commission adopt a Finding that the proposed Vacation is consistent with the General Plan.

This Consent Item was approved.

D.3 **SUBJECT:** Planning Commission Annual Attendance Report

ACTION
Reviewing and approving the Annual Attendance Report.

This Consent Item was approved.

E. PUBLIC HEARINGS AND ACTION ITEMS

E.1 **SUBJECT:** Conditional Use Permit #1253, and Site Plan Review #471 initiated by Guru Ardaas, Inc., on behalf of Yosemite Village, LLC,

property owner. This application involves a request for interface approval to construct a new gas station/convenience market (with beer and wine for off-site consumption), and an automated carwash at 1295 Yosemite Avenue. The subject site is generally located at the northeast corner of Yosemite Avenue and El Redondo Drive, within Planned Development (PD) #46 with a General Plan designation of Neighborhood Commercial (CN). *PUBLIC HEARING*

ACTION: PLANNING COMMISSION:

Approve/Disapprove/Modify

1) Environmental Review #21-02 *(CEQA 15162 Findings)*
2) Conditional Use Permit #1253
3) Site Plan Review #471

SUMMARY

Guru Ardaas, Inc., is requesting approval to construct a 2,000-square-foot automated car wash, a 5,000-square-foot gas station/mini-market (with alcohol sales for off-site consumption), and a 3,340-square-foot fuel pump canopy (12 pumps) on an undeveloped lot located at northeast corner of Yosemite Avenue and El Redondo Drive (Attachment B). A conditional use permit is required to approve the gas station, a car wash, and the sale of alcohol for off-site consumption (for buildings under 20,000 square feet). Gas Stations and car washes require a Conditional Use Permit within a C-N Zone per MMC 20.10.020 and this also applies to Planned Developments with C-N General Plan designations. A Site Plan Review Permit is required for interface purposes per MMC 20.32. A Finding of Public Convenience or Necessity (adopted by City Council) is required, because Merced is listed under Moratorium City for Type 20 alcohol licenses by the Department of Alcoholic Beverage Control. The Police Department has determined that they would support the sale of alcohol for off-site consumption if specific conditions are included to reduce the potential for alcohol-related incidents.

The subject site is located across the street from single-family homes (west side of El Redondo Drive) and adjacent to a future apartment complex that was approved by the Planning Commission in 2020. The proximity to residential requires interface approval reviewed by the Planning Commission through a Site Plan Review Permit to consider the proposal's compatibility with surrounding residential properties. Staff is recommending approval of this application subject to the conditions contained in the Staff Report.

RECOMMENDATION

Planning staff recommends that the Planning Commission approve Environmental Review #21-02 [*CEQA Section 15162 Findings*], Conditional Use Permit #1253, and Site Plan Review Permit #471 including the adoption of the Draft Resolution at Attachment A subject to the conditions in Exhibit A and the findings/considerations in Exhibit B.

Associate Planner MENDOZA reviewed the report on this item. For further information, refer to Staff Report #21-254. (Members of the public were given the opportunity to leave voice mail messages as well prior to the meeting. One was received from JOEL MOSES and was in opposition to the project).

Public testimony was opened at 7:19 PM

Speakers Via Teleconference in Favor:

Inder Singh, Applicant, FAIRFIELD

Julio Tinajero, Designer for Applicant, YUBA CITY

Speakers Via Teleconference in Opposition:

Joel Moses (voicemail)

Recording Secretary GATES played the voicemail noted above.

Public testimony was closed at 7:26 PM

A motion was made by Member Delgadillo, seconded by Member White, and carried by the following vote, to find the previous Environmental Review (Initial Study #06-58 for General Plan Amendment #06-17) remains sufficient and no further documentation is required (CEQA Section 15162 Findings) and approve Conditional Use Permit #1253 and Site Plan Review #471, subject to the Findings and Conditions set forth in Staff Report #21-254 (RESOLUTION #4062).

Aye: 5 - Chairperson Harris
Member Dylina
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Butticci

F. INFORMATION ITEMS

F.1 **SUBJECT:** Report by Planning Manager of Upcoming Agenda Items

ACTION

Information only.

Planning Manager Espinosa described upcoming items for future agendas.

F.2 **SUBJECT:** Calendar of Meetings/Events

Apr. 5 City Council, 6:00 p.m. ***(May be by Teleconference)***
7 Planning Commission, 7:00 p.m. ***(By Teleconference)***
19 City Council, 6:00 p.m. ***(May be by Teleconference)***
21 Planning Commission, 7:00 p.m. ***(By Teleconference)***
27 Bicycle/Pedestrian Advisory Commission, 4:00 p.m. ***(By Teleconference)***
May 3 City Council, 6:00 p.m. ***(May be by Teleconference)***
5 Planning Commission, 7:00 p.m. ***(By Teleconference)***
17 City Council, 6:00 p.m. ***(May be by Teleconference)***
19 Planning Commission, 7:00 p.m. ***(By Teleconference)***

G. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:35 PM

A motion was made by Member White, seconded by Member Delgadillo, to adjourn the Regular Meeting. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Dylina
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 1 - Member Butticci

CITY OF MERCED
Planning Commission

Resolution #4062

WHEREAS, the Merced City Planning Commission at its regular meeting (held via teleconference) of April 7, 2021, held a public hearing and considered **Conditional Use Permit #1253, and Site Plan Review #471**, submitted by Guru Ardaas, Inc. for Yosemite Village, LLC, property owner. This application involves a request for interface approval to construct a new gas station/convenience market (with beer and wine for off-site consumption), and an automated carwash at 1295 Yosemite Avenue. The subject site is generally located at the northeast corner of Yosemite Avenue and El Redondo Drive, within Planned Development (PD) #46 with a General Plan designation of Neighborhood Commercial (CN); said property being more particularly described as Lot 120 as shown on that certain Parcel Map entitled "Sunrise at Compass Pointe," recorded in Volume 60, Page 13 of Merced County Records; also known as Assessor's Parcel Number (APN) 206-070-001; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through O (Exhibit B) of Staff Report #21-254; and,

WHEREAS, the Merced City Planning Commission concurs with the Findings for Conditional Use Permits in Merced Municipal Code Section 20.68.020 (E) and Site Plan Review Permits in Merced Municipal Code Section 20.68.050 (F), and other Considerations as outlined in Exhibit B; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby adopt a CEQA 15162 Findings regarding Environmental Review #21-02, and approve Conditional Use Permit #1253, and Site Plan Review #471, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by reference.

Upon motion by Commissioner Delgadillo, seconded by Commissioner White, and carried by the following vote:

AYES: Commissioners Camper, Delgadillo, Dylina, White, and Chairperson Harris
NOES: None
ABSENT: Commissioner Butticci
ABSTAIN: None

Adopted this 7th day of April, 2021

Michael Harris

_____

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Kim Espinosa

_____

Secretary

Attachments:
Exhibit A - Conditions of Approval
Exhibit B - Findings

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes
Planning Commission

Wednesday, April 21, 2021 **7:00 PM**

A. CALL TO ORDER

Chairperson HARRIS called the Regular Meeting to order at 7:00 PM

Clerk's note: The meeting was held via teleconference per Governor Newsom's Executive Order N-29-20 and roll call votes were taken.

A.1. Moment of Silence

A.2. Pledge of Allegiance to the Flag

Commissioner DYLINA led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Clerk's Note: Commissioner DELGADILLO was absent, excused.

The Planning Commission has one vacancy at this time.

Present: 5 - Chairperson Michael Harris, Member Stephanie Butticci, Member Robert Dylina, Member Dorothea White, and Vice Chair Mary Camper

Absent: 1 - Member Jose Delgadillo

C. ORAL COMMUNICATIONS

Clerk's Note: The following comment was provided via voicemail.

Dennis EVANS, Merced - provided information to the Commission regarding "Enhancing Sustainable Communities with Green Infrastructure"

D. CONSENT CALENDAR

Item D.2 Vacation #21-03 was pulled for separate consideration.

A motion was made by Member White, seconded by Member Butticci, to approve the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Vice Chair Camper

No: 0

Absent: 1 - Member Delgadillo

D.1

SUBJECT: Planning Commission Minutes of April 7, 2021

ACTION:
Approving and filing the Planning Commission Minutes of April 7, 2021

D.2

SUBJECT: Vacation #21-03, to vacate the northern portion of the Arbor Walkway easement (approximately 2,800 square feet) which would revert development rights back to adjacent property owner of 534 W. Main Street, Merced.

ACTION:

Finding
The proposed vacation is consistent with the General Plan.

SUMMARY

The property owner of 534 W. Main Street is requesting the vacation of the northern portion of Arbor Walkway. Engineering and Planning Department staff have reviewed this request and recommend that the Planning Commission adopt a Finding stating that the proposed Vacation is consistent with the General Plan. The General Plan does not address the abandonment of easements; and thus, this action does not conflict with any General Plan policies, text, or maps, so it can be considered "consistent." The area to be vacated consists of approximately 2,800 square feet.

RECOMMENDATION

Adopt a motion by minute action adopting a Finding that the proposed Vacation #21-03 is consistent with the General Plan.

Vice Chair CAMPER pulled this item to hear more details about the proposed Vacation.

A motion was made by Member Dylina, seconded by Vice Chair Camper, to find Vacation #21-03 consistent with the General Plan. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Vice Chair Camper

No: 0

Absent: 1 - Member Delgadillo

E. PUBLIC HEARINGS AND ACTION ITEMS

E.1

SUBJECT: General Plan Amendment #21-01 and Zone Change #427, initiated by MCP, LLC, property owner. The application involves a change from the current General Plan land use designation of Low Density Residential (LD) to Low-Medium Density Residential (LMD), and a Zone Change from Low Density Residential (R-1-6) to Medium Density Residential (R-3-2) for four 0.22-acre parcels located at 565, 575, 601, and 609 Q Street. The applicant would like to develop a 4-plex on 4 separate parcels, for a total of 16 units. The current zoning designation allows for up to 3 units on 4 separate parcels, for a total of 12 units. The 0.88-acre subject sites are generally located at the west side of Q Street, directly south of West 6th Street. *PUBLIC HEARING*

ACTION: No action required, item to be tabled.

SUMMARY

Staff recommends that this item be tabled. There was an error in the original public hearing notice which incorrectly showed the proposed General Plan designation as Low-Medium Density Residential (LMD) when it should be High-Medium Density Residential (HMD). Staff has updated the Public Hearing Notice and recirculated it with the correct proposed General Plan designation to be heard at the Planning Commission Meeting of May 5, 2021.

RECOMMENDATION

Planning staff recommends that the Planning Commission open the public hearing and hear any testimony provided, then table the matter.

Associate Planner MENDOZA-GONZALEZ informed the Planning Commission that no action
is required, the item will be tabled and brought back at the next meeting.

A motion was made by Vice Chair Camper, seconded by Member White, to table

Environmental Review #21-04, Zone Change #427, and General Plan Amendment #21-01. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Vice Chair Camper

No: 0

Absent: 1 - Member Delgadillo

F. INFORMATION ITEMS

F.1 **SUBJECT:** Report by Planning Manager of Upcoming Agenda Items

ACTION

Information only.

Planning Manager ESPINOSA described upcoming items for future agendas

F.2 **SUBJECT:** Calendar of Meetings/Events

Apr. 19 City Council, 6:00 p.m. ***(By Teleconference)***
21 Planning Commission, 7:00 p.m. ***(By Teleconference)***
27 Bicycle/Pedestrian Advisory Commission, 4:00 p.m. ***(By Teleconference)***
May 3 City Council, 6:00 p.m.
5 Planning Commission, 7:00 p.m. ***(By Teleconference)***
17 City Council, 6:00 p.m.
19 Planning Commission, 7:00 p.m.
June 3 City Council, 6:00 p.m.
5 Planning Commission, 7:00 p.m.
17 City Council, 6:00 p.m.
19 Planning Commission, 7:00 p.m.

G. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:22 PM

A motion was made by Vice Chair Camper, seconded by Member White, to adjourn the Regular Meeting. The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Vice Chair Camper

No: 0

Absent: 1 - Member Delgadillo

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes
Planning Commission

Wednesday, May 5, 2021 **7:00 PM**

A. CALL TO ORDER

Chairperson HARRIS called the regular meeting to order at 7:00 PM

Clerk's note: The meeting was held via teleconference per Governor Newsom's Executive Order N-29-20 and roll call votes were taken.

A.1. Moment of Silence

A.2. Pledge of Allegiance to the Flag

Commissioner CAMPER led the Pledge of Allegiance to the Flag.

B. ROLL CALL

Clerk's Note: The Planning Commission has one vacancy at the time.

Present: 6 - Chairperson Michael Harris, Member Stephanie Butticci, Member Robert Dylina, Member Dorothea White, Member Jose Delgadillo, and Vice Chair Mary Camper

Absent: 0

C. ORAL COMMUNICATIONS

There were no public comments.

D. CONSENT CALENDAR

D.1

SUBJECT: Planning Commission Minutes of April 21, 2021

ACTION:
Approving and filing the Planning Commission Minutes of April 21, 2021

A motion was made by Member White, seconded by Member Delgadillo, to approve the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 0

E. PUBLIC HEARINGS AND ACTION ITEMS

E.1

SUBJECT: General Plan Amendment #21-01 and Zone Change #427, initiated by MCP, LLC, property owner. The application involves a change from the current General Plan land use designation of Low Density Residential (LD) to High-Medium Density Residential (HMD), and a Zone Change from Low Density Residential (R-1-6) to Medium Density Residential (R-3-2) for four 0.22-acre parcels located at 565, 575, 601, and 609 Q Street. The applicant would like to develop a 4-plex on 4 separate parcels, for a total of 16 units. The current zoning designation allows for up to 3 units on 4 separate parcels, for a total of 12 units. The 0.88-acre subject sites are generally located at the west side of Q Street, directly south of West 6th Street. *PUBLIC HEARING*

ACTION: PLANNING COMMISSION:
Recommendation to City Council
1) Environmental Review #21-04 (Negative Declaration)
2) General Plan Amendment #21-01
3) Zone Change #427

SUMMARY

The subject site is located in southcentral Merced, on the west side of Q Street, south of W. 6th Street, and consists of 4 identical parcels, totaling 0.88-acres at 565, 575, 601, and 609 Q Street. The applicant would like to change the sites' current General Plan land use designation of Low Density Residential (LD) to High-Medium Density Residential (HMD), and the Zoning designations of Low Density Residential (R-1-6) to Medium Density Residential (R-3-2). The applicant would like to develop a 4-plex on each of the 4 separate lots, for a total of 16 units. The current zoning designation allows for up to 3 units (including accessory dwelling units) on the 4 separate parcels, for a total of 12 units. This General Plan Amendment does not include any text changes to the General Plan, but rather amends the land use designation for a specific area (on the 2030

General Plan Map - Figure 2.3 Land Use Diagram) to allow an increase in residential density. Staff is recommending approval.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend approval of Environmental Review #21-04 [*Negative Declaration*], General Plan Amendment #21-01, and Zone Change #427 including the adoption of the Draft Resolution at Attachment A subject to the conditions in Exhibit A and the findings/considerations in Exhibit B.

Commissioner DYLINA recused himself prior to the reading of this item and turned off his camera and microphone due to an economic interest in the project.

Associate Planner MENDOZA-GONZALEZ reviewed the report on this item. For further information, refer to Staff Report #21-263. Staff received two comment letters and one letter/petition prior to the meeting. The letter/petition was from Darlene Penn and others, the two letters were from MID (Merced Irrigation District) and the applicant. These were provided to the Planning Commission via email as well as being posted online. (Members of the public were given the opportunity to leave email and voicemail messages as well prior to the meeting).

There was no one wishing to speak regarding the project; therefore, public testimony was opened and closed at 7:21 PM

A motion was made by Delgadillo, seconded by Member White, to recommend to the City Council adoption of a Negative Declaration regarding Environmental Review # 21-04 and approval of General Plan Amendment #21-01 and Zone Change #427, subject to the Findings and Conditions set forth in Staff Report #21-263 (RESOLUTION #4063). The motion carried by the following vote:

Aye: 5 - Chairperson Harris
Member Butticci
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 0

Abstain: 1 - Member Dylina

F. INFORMATION ITEMS

Commissioner DYLINA rejoined the meeting to participate in Information Items.

F.1 **SUBJECT:** Report by Planning Manager of Upcoming Agenda Items

ACTION

Information only.

Planning Manager ESPINOSA briefly reviewed items for the next several Planning Commission meetings. It was noted that the next meeting would be in person.

F.2 **SUBJECT:** Calendar of Meetings/Events

May	3	City Council, 6:00 p.m.
	5	Planning Commission, 7:00 p.m. ***(By Teleconference)***
	17	City Council, 6:00 p.m.
	19	Planning Commission, 7:00 p.m.
Jun.	7	City Council, 6:00 p.m.
	9	Planning Commission, 7:00 p.m.
	21	City Council, 6:00 p.m.
	22	Bicycle/Pedestrian Advisory Commission, 4:00 p.m.
	23	Planning Commission, 7:00 p.m.

G. ADJOURNMENT

Clerk's Note: The Regular Meeting adjourned at 7:41 PM

A motion was made by Member Butticci, seconded by Member Camper , to adjourn the Regular Meeting. The motion carried by the following vote:

Aye: 6 - Chairperson Harris
Member Butticci
Member Dylina
Member White
Member Delgadillo
Vice Chair Camper

No: 0

Absent: 0

CITY OF MERCED
Planning Commission

Resolution #4063

WHEREAS, the Merced City Planning Commission at its regular meeting (held via teleconference) of May 5, 2021, held a public hearing and considered **General Plan Amendment #21-01 and Zone Change #427,** initiated by MCP, LLC, property owner. The application involves a change from the current General Plan land use designation of Low Density Residential (LD) to High-Medium Density Residential (HMD), and a Zone Change from Low Density Residential (R-1-6) to Medium Density Residential (R-3-2) for four 0.22-acre parcels located at 565, 575, 601, and 609 Q Street. The applicant would like to develop a 4-plex on 4 separate parcels, for a total of 16 units. The current zoning designation allows for 3 units on 4 separate parcels, for a total of 12 units. The 0.88-acre subject sites are generally located at the west side of Q Street, directly south of West 6th Street. The subject sites are more particularly described as Parcels 1, 2, 3,and 4 as shown on the map entitled "Parcel Map for Samuel E. and Kathie K. Bartholomew" recorded in Volume 103, Page 45, in Merced County Records; also known as a portion of Assessor's Parcel Number (APN) 032-183-039, 032-183-040, 032-183-041, and 032-183-042; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through J (Exhibit B) of Staff Report #21-263; and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council adoption of a Negative Declaration regarding Environmental Review #21-04, and recommend approval of General Plan Amendment #21-01 and Zone Change #427, subject to the Conditions set forth in Exhibit A, and the Findings set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Upon motion by Commissioner Delgadillo, seconded by Commissioner White, and carried by the following vote:

AYES: Commissioner Camper, Butticci, Delgadillo, White, and Chairperson Harris
NOES: None
ABSENT: None (one vacancy)
ABSTAIN: Commissioner Dylina

Adopted this 5th day of May 2021

Michael Harris

Chairperson, Planning Commission of the City of Merced, California

ATTEST:

Secretary

Attachments:
Exhibit A - Conditions of Approval
Exhibit B - Findings

Conditions of Approval
Planning Commission Resolution #4063
General Plan Amendment #21-01, and Zone Change #427

1. The proposed project shall be constructed/designed generally as shown on Exhibit 1 (site plan), Exhibit 2 (floor plans), Exhibit 3 (floor plans) - Attachments C, D, and E of Planning Commission Staff Report #21-263, except as modified by the conditions.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

3. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

4. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from

that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

5. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

6. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access. This shall be a minimum access road of 22 feet in width. The architect shall demonstrate that the turning radius to get into the parking lot is acceptable for fire apparatus (radius 33 feet inside, and 47 feet outside).

7. The fire access road shall extend to within 150 feet of all portions of the facility and all portions of exterior walls of the first story of the building, or as otherwise approved by the Fire Chief. This may require widening the parking lot driving aisles to 22 feet.

8. If building height is increased during the Building Permit stage, the applicant shall consult with the Fire Chief so they may determine if aerial access would be required.

9. All projects on this site shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).

10. Bicycle parking for all projects on the site shall meet the minimum requirements of the California Green Building Code and Merced Municipal Code Section 20.38.080.

11. All landscaping on the site shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping.

12. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other State or City-mandated water regulations dealing with drought conditions.

13. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

14. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

15. All parking lot and other exterior lighting shall be oriented in such a way so that it does not spill over onto adjacent properties. The parking lot shall include ample lighting for residents walking between the parking lot and their respective residential units.

16. Containers for refuse and recycled goods shall be stored in enclosures that are designed with colors compatible with the buildings and shall be constructed to meet City Standards. At the Building Permit stage, the developer shall work with the City Refuse Department to determine the best location for these enclosures to ensure proper access is provided for City Refuse Trucks as well as the number of containers needed to adequately serve the site. This may also allow for independent trash receptacles for each residential unit. Use of a trash compactor should be considered to reduce the number of pick-ups per week.

17. All mechanical equipment shall be screened from public view (details to be worked out with staff during the building permit stage).

18. The applicant shall record cross-access agreements and parking agreements between the subject sites (4 parcels) during the building permit stage.

19. Each parcel shall have its own water domestic, and fire service lines. Each service line shall extend from the City's main water line to the property line, with all water services separated by 10 feet or more from the sewer lateral connection.

20. The applicant shall work with the City's Public Works department to determine the appropriate location for water meters and backflow placement.

21. The proposal shall comply with Merced Municipal Code Section 20.46.030 – General Design Standards for Multi-Family Dwellings, required for multi-family residential developments of 3 units or more in any Zoning district within the City.

22. If the perimeter of the site is to be fenced, the applicant shall provide gate access to both Fire and Refuse Departments. This may include installing a Click-to-Enter system, or a Knox-box.

23. The design of a future fence shall match or compliment the design, color, and materials used for the exterior of the building.

24. The proposed driveway along Q Street shall be designed to meet City Engineering Standards. The work performed on the driveway shall be done by a licensed contractor under an Encroachment Permit issued by the Engineering Department.

25. Minor modifications to the design or layout of this proposal may be approved by the Director of Development Services or be referred to the Planning Commission if deemed appropriate by the Director of Development Services.

26. The Engineering Department may require the applicant to make additional public improvements during the building permit stage (such as repairing damaged sidewalk), per Merced Municipal Code 17.04.050 and 17.04.060 for projects exceeding valuation of $100,000.00.

Findings and Considerations
Planning Commission Resolution #4063
General Plan Amendment #21-01 and Zone Change #427

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) With the proposed General Plan Amendment and Zone Change, the proposed project will conform with the General Plan designation of High-Medium Density Residential (HMD) and zoning of Medium Density Residential (R-3-2). At 16 units on 0.88 acres the density shall be 18 dwelling units/acre, which conforms to the HMD designation, which allows densities of 12 to 24 dwelling units/acre.

The Housing Element of the *Merced Vision 2030 General Plan* includes policies supporting higher densities.

Policy H-1.1 Support Increased in Residential Zoning Districts

This proposal offers an opportunity for a higher density project to provide needed housing within the City.

Policy 1.1.e Encourage Alternate Housing Types

The proposed project would include three-bedroom apartments within four separate 4-plexes. This provides a different housing type to meet the growing need of housing within the community and supports this policy of providing alternate housing types.

Policy 1.8b Prioritize City efforts to encourage residential development by focusing on in-fill development and densification within the existing City Limits.

The proposed project is on an in-fill site and meets the density requirements of the City's high-medium density classification.

The following are Land Use Policies and Implementing Actions of the General Plan that could be met with the proposed project.

Policy L-1.7 Encourage the Location of Multi-Family Developments on Sites With Good Access to Transportation, Shopping, Employment Centers, and Services.

The proposed project is in close proximity to several employment, educational, and recreation locations, such as Tenaya Middle School, Margaret Sheehy Elementary, McNamara Park, and Golden Valley Health Centers.

Mandatory Findings

B) Chapter 20.80 (Zoning Ordinance Amendments) and 20.82 (General Plan Amendments) of the Merced Municipal Code outline procedures for considering Zone Changes and General Plan Amendments. However, unlike other Planning permits, there are no specific findings spelled out in the Code that must be made in order to approve said amendments. However, good Planning practice would be to provide objective reasons for approval or denial, but these can take whatever form deemed appropriate by the Planning Commission and City Council. However, based on State law and case law, the following findings are recommended:

1. *The proposed amendment is deemed to be in the public interest.*

   The proposed amendment is deemed to be in the public interest because it will provide needed housing for Merced residents and will provide investment opportunities for small investors who can enter the rental market with a small number of units. It will also fit into this particular neighborhood, which already contains a mixture of housing densities.

2. *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

   This General Plan Amendment does not include any text changes to the General Plan, but rather amends the land use designation for a specific area (on the 2030 General Plan Map - Figure 2.3 Land Use Diagram) to allow an increase in residential density. The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.

3. *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

   The proposed project does not include any uses that would be detrimental to the public health, safety, and welfare of the City. Implementation of the conditions of approval and adherence to all applicable Building and Fire Codes and City Standards would prevent the project from having any detrimental effect on the health, safety, and welfare of the City.

4. *The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).*

   The Planning staff has conducted an environmental review (Initial Study #21-04) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Negative Declaration (i.e., no significant effects in this) is being recommended (see Attachment F of Planning Commission Staff Report #21-263).

Traffic/Circulation

C) The project site is in southcentral Merced, approximately 1.5 miles from downtown, 0.75-miles from State Route 59, and 1 mile south of State Route 99. The project site is bounded by local roads, with the nearest north-south bound road being Q Street, and the nearest east-west bound road being 8th Street. 8th Street connects with R Street, which is considered a Major Arterial Road and designed to carry large volumes of traffic traveling throughout the community. R Street also provides access to both Highway 59 and Highway 99, that connect Merced with other regional communities throughout the State.

The subject site is currently entitled for 12 units (up to 3 units per parcel can be allowed under current accessory dwelling unit laws), the proposed 16 units would generate a relatively minimal increase in vehicle traffic. According to Trip Generation (ITE Report) the average daily trips per unit is 6.59. At 12 units, that would total 79 trips per day, and at 16 units it would total 105 trips per day which would equate to a 25% increase in trips correlating to the 25% increase in number of residential units. The Engineering Department believes that the existing street network could adequately serve this proposal.

The increase in density would result in less vehicle miles traveled to surrounding uses such as Tenaya Middle School, Margaret Sheehy Elementary, McNamara Park, and Golden Valley Health Centers.

Per CEQA Guidelines Section 15064.3, alternative modes of transportation are being assessed and are available within a 1.5 mile distance of the site. The Merced County Bus provides services with several stops nearby (within a ¼ mile) along R Street linking the residents to the M1 Route. The Amtrak (passenger train service) is located within 1.5 miles providing services to the greater California area and connections to travel across the county. The closest airport is Merced Regional Airport, located approximately 1 mile to the east.

Parking

D) The Zoning Ordinance requires 1.75 spaces of parking for each multi-family unit up to 30 units, plus an additional 1.5 spaces for each unit over 30. There is also an increase in the number of spaces required based on the number of bedrooms and bathrooms in a unit (0.5 spaces for each bedroom over 2). The applicant is proposing 3 bedroom & 2-bathroom units (16 total). Based on this calculation, this project would require 36 parking spaces. The applicant is providing 31 parking spaces and is seeking approval for a parking reduction from the Director of Development Services. Per MMC 20.38-050 (D) – Parking Reductions, parking reductions may be approved up to 20 percent through a Transportation Demand Management Plan approved by the Director of the Development Services. The site is located close to several alternative modes of transportation such as bike lanes, and bus stops that link with rail service (Amtrak) and the Merced Regional Airport. Bicycle parking would be provided as required by the California Green Code, and reviewed during the Building Permit stage. With a 10% parking reduction, the applicant would exceed parking requirements by providing 31 parking spaces when 29 parking spaces are required. Planning staff believes this request is reasonable and is likely to be approved prior to construction.

Public Improvements/City Services

E) *Water*

There is a water line in Q Street along the frontage of the subject sites. The City's water supply would be sufficient to serve the proposed project. Each lot shall have water lateral connections from Q Street (Condition #19 of Staff Report #21-263).

Sewer

The Merced Wastewater Treatment Plant (WWTP) recently finished two major upgrades (Phase IV and Phase V) to improve the quality of the treated water, referred to as plant effluent, and to improve the quality of biosolids and methods of treatment. The Merced Wastewater Treatment Plant is now one of the most advanced facilities in the state. It is capable of treating up to 12 million gallons of influent a day. The proposed project is estimated to generate approximately 1,280 – 1,600 gallons of wastewater per day (based on 80-100 gallons/day per residential unit). The additional wastewater generated by the project would be approximately 0.0133% of the overall capacity of the WWTP.

There is sufficient capacity at the WWTP, and the existing lines along the back portion of the properties (western portion) have enough capacity to accommodate the additional wastewater and transmit it to the WWTP for processing. Each lot shall have sewer lateral connections from the western portion of the property (Condition #19 of Staff Report #21-263).

Public Improvements

The Engineering Department may require the applicant to make additional public improvements during the building permit stage (such as repairing damaged sidewalk), per Merced Municipal Code 17.04.050 and 17.04.060 for projects exceeding valuation of $100,000.00 (Condition #26 of Staff Report #21-263).

Building Design

F) There would be one 4-plex on each lot, for a total of 16 units within the subject sites (Attachment C of Staff Report #21-263). Each unit within each 4-plex would consist of the same program containing 3 bedrooms, 2 bathrooms, a utility room, a living room, and a kitchen for a total of 1,172 square feet. The proposal shall comply with Merced Municipal Code Section 20.46.030 – General Design Standards for Multi-Family Dwellings, required for multi-family residential developments of 3 units or more in any Zoning district within the City. The applicant currently has no plans to add any accessory dwelling units (ADU's) in addition to the 16 units, however, ADU's are allowed in multi-family developments per current codes.

All of these buildings would generally have a similar design with a simple rectangular form and angled roof. The exterior of the buildings would be finished with siding, stucco, and stone veneers giving each units its own unique façade (Attachment E of Staff Report #21-263). The building heights would be 29 feet, which is below the maximum height allowed within the surrounding R-1-6 Zone (allows a maximum building height of 35 feet). Given the proposed design, materials, massing, and scale, staff believes that proposal is of high-quality and that will be compatible with the surrounding properties throughout the neighborhood.

Site Design

G) The project site consists of 4 identical rectangular parcels (0.22-acres each) aligned consecutively along Q Street. Each parcel will contain a 4-plex within a 2-story building. Each unit would have 3 bedrooms and 2 bathrooms. Each unit would have

a unique façade consisting of siding, stucco, and or stone veneer. Each parcel would have a similar layout with the buildings mirroring each other (Attachment D of Staff Report #21-263).

Even though the parcels would remain independent, there would be a lot of common space and cross-access agreements between the parcels. The apartments would be located on the western portion of the subject sites, and the parking and access would be located along the eastern portions of the subject sites – closer to Q Street. There would be one 26-foot-wide driveway located along Q Street. The parking area is located immediately behind the driveway and consists of 31 parking stalls and two sets of trash enclosures along eastern and western portions of the parking lot. Two walkways would create a pedestrian path between the parking lot and entrances to each residential unit.

Landscaping

H) Landscaping and irrigation shall be required to meet the City's Water Efficient Landscape Ordinance (Conditions #11, #12, and #13 of Staff Report #21-263).

Neighborhood Impact/Interface

I) The subject site is located within an older portion of the City that was generally developed between the 1900's and the 1950's. As such, there are a variety property that were developed prior to adoption of development standards or unified local codes. This has resulted in neighborhood containing a variety of parcel shapes/sizes, and buildings that are unique in their development with many properties having secondary or multiple dwelling units on one parcel. Even though the majority of these parcels are zoned for single-family homes, there are several parcels within a 1,000-foot-radius that have two, three, or more units that are considered legal non-conforming. In addition, 190 feet north of the subject sites, there is a small area zoned Medium Density Residential with a similar concept to what is being proposed by the applicant (multiple independent lots with cross-access and parking agreements). Given the context of the surrounding multifamily units within legal non-conforming lots, and nearby Medium Density Residential Zone, staff is of the opinion that the proposed multifamily project is compatible with the character of the neighborhood.

Public hearing notices were sent to all property owners within 300 feet of the subject sites three weeks prior to the public hearing. As of the date this report was prepared, staff has not had any comments from the public regarding the project.

Environmental Clearance

J) The Planning staff has conducted an environmental review (Initial Study #21-04) of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and a Negative Declaration (i.e., no significant effects in this) is being recommended (see Attachment F of Planning Commission Staff Report #21-263).

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.3. Meeting Date: 6/21/2021

Report Prepared by: John Tresidder, Deputy City Clerk, City Clerk's Office

SUBJECT: Information Only - Boards and Commissions Annual Attendance Reports

REPORT IN BRIEF
Annual attendance review conducted with results filed with the City Clerk's Office.

RECOMMENDATION
For information only.

AUTHORITY
Article VII, Sections 700, 702, and 702.1 of the Merced City Charter, and the Appointed Commission, Committee and Board Member Attendance Policy adopted by the City Council on October 3, 1994 (amended on July 15, 1996, August 4, 1997, July 16, 2001, and August 20, 2007).

DISCUSSION
Pursuant to the City's Attendance Policy (attached), the annual review has been conducted and filed with the City Clerk's Office. Due to the COVID-19 pandemic, many board and commission meetings were held virtually and many were cancelled due to lack of quorum.

The attached attendance reports indicate whether the commissioner, committee member, or board member was in attendance, informed staff that they would be absent for a reason consistent with the Attendance Policy ("excused"), or did not show and did not notify staff ("absent"). The City Council, under Section 7 of the Policy, "may" remove those commissioners, committee members, or board members who do not meet the 70% attendance requirement.

Overall, there has been good attendance during the reporting period (April 1, 2020 through March 31, 2021), with the majority of Board and Commission members meeting the minimum attendance requirement.

IMPACT ON CITY RESOURCES
N/A

ATTACHMENTS
1. Attendance Policy
2. Attendance Reports

Appointed Commission, Committee, and Board Member Attendance Policy

The City Council, at its July 15, 1996, August 4, 1997 and August 20, 2007 meetings, adopted motions amending the original policy adopted October 3, 1994, regarding attendance, absences, and excused absences for City Council appointed commissions, committee, and board members:

1. If a member of a board or commission is absent from three regularly schedule meetings of such board or commission, consecutively, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, the office shall become vacant and shall be declared by the City Council.

2. A commission, committee, or board member shall be required to attend 70 percent of scheduled meetings during a fiscal year. When attending other City of Merced business meetings and subcommittee meetings as a Board representative, absence shall be recorded as being present at the meeting.

3. Excused absences shall be recognized for illness, family emergencies, and business conflicts.

4. Department Heads or staff liaisons to appointed commissions, committees, or boards shall monitor attendance requirements for non-compliance. Upon notification of such non-compliance, the City Clerk may submit a recommendation to the City Council for appropriate action.

5. The City Clerk shall prepare a report annually to the City Council of an attendance report for every commission, committee, and board. The report shall include number of meetings attended, meetings missed (excused or unexcused), and a delineation of three consecutive absences or less than 70 percent attendance.

6. Prior to the annual report being submitted for City Council review, the City Clerk shall provide the report to each committee/board/commission for review and comment. Staff shall notify those Committee Members whose attendance is below 70 percent of the need for improvement.

7. The City Council may remove those commission, committee, or board members who do not meet the requirement of appointment.

8. All applicants for commissions, committees, and boards shall be notified prior to City Council appointment regarding time requirements for serving and the policy regarding removal.

ARTS AND CULTURE ADVISORY COMMISSION

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>: 5

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
Colton Dennis (re-appt. 7/6/2020)	5	5	0	0	100%
Dob Francise (appt. 11/19/2018)	5	5	0	0	100%
Diana Gunn (appt. 7/6/2020)	5	5	0	0	100%
Rob Hypes (appt. 11/19/2018)	5	5	0	0	100%
Michelle Morgante (apt. 8/3/2020)	4	5	0	0	100%
Monika Saini (appt. 11/19/2018)	4	5	1	1	80%
Maria Zaragoza (appt. 8/5/2019)	3	5	2	2	60%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>:

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
HOTHEM, T. (full year)	5	5	0	0	100%
THURSTON, A. (full year)	5	5	0	0	100%
FRIEDMAN, G. (full year)	5	5	0	0	100%
EWING, D. (full year)	5	5	0	0	100%
KAYSER-GRANT, L. (full year)	5	5	0	0	100%
(MELOY, M.) (appt. 3/01/2021)	0	0	0	0	N/A
VANAGTEN, M. (ex-officio member, full year)	2	5	3	3	100%
BUCHMANN-GARCIA, M. (ex-officio member, appt. 3/01/2021)	0	0	0	0	N/A
ABONG, S. (ex-officio member, appt. 3/01/2021)	0	0	0	0	N/A

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment.</u>

BUILDING AND HOUSING BOARD OF APPEALS

ATTENDANCE SUMMARY

April 1, 2020 through March 31, 2021

Total # of Meetings Held During Reporting Year: **6**

NAME	**# of Mtgs Attended***	**# of Mtgs Held***	**# of Mtgs Absent ****	**# of Mtgs Excused**	**% of Mtgs Attended**
PAPINEAU, CURTIS (full year)	6	6	0	0	100%
STEED, CASEY (full year)	6	6	0	0	100%
ALLEN, JAMES (full year)	6	6	0	0	100%
DINUZZO, ROBERT (appointed 11-2-20)	1	1	0	0	100%

* If a member has less than a full year, please indicate the # of meetings held since their appointment.

** This # includes excused meetings.

Formula for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held since their appointment.

CITIZEN'S ADVISORY COMMITTEE MEASURE C

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>: 1

NAME	**# of Mtgs Attended ***	**# of Mtgs Held ***	**# of Mtgs Absent ****	**# of Mtgs Excused**	**% of Mtgs Attended**
Michael Harris (full year)	1	1	0	0	100%
Terence Milliken (appt. 12/21/2020)	1	1	0	0	100%
Alane Quien (appt. 12/21/2020)	1	1	0	0	100%
Michelle Lee (appt. 7/16/2018)	0	1	1	0	0%
Glenn Davis (apt. 7/16/2018)	1	1	0	0	100%
Cristina Garcia (appt. 1/7/2019)	1	1	0	0	100%
Cody Bijou (appt. 1/7/2019)	1	1	0	0	100%
Yesenia Curiel (appt. 8/5/2019)	0	1	1	1	0%
Douglas Piuser (appt. 12/21/2020)	1	1	0	0	100%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

PERSONNEL BOARD

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>: 4

<u>NAME</u>	**# of Mtgs <u>Attended</u> ***	**# of Mtgs <u>Held</u> ***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
BUCKINGHAM, FRED (full year)	4	4	0	0	100%
CHAVEZ, YOLANDA (full year)	4	4	0	0	100%
LESCH, JACK (full-year)	3	4	1	1	75%
LUCAS, TERRI (full year)	3	4	1	1	75%
WHITE, DOROTHEA (full-year)	4	4	0	0	100%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

PLANNING COMMISSION

ATTENDANCE SUMMARY

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>: **19**

<u>NAME</u>	**# of Mtgs <u>Attended</u>***	**# of Mtgs <u>Held</u>***	**# of Mtgs <u>Absent</u> ****	**# of Mtgs <u>Excused</u>**	**% of Mtgs <u>Attended</u>**
DYLINA, ROBERT (full year)	19	19	2	2	100%
HARRIS, M. (full year)	19	19	0	0	100%
CAMPER, MARY (full year)	19	19	2	2	100%
BUTTICCI, STEPHANI (full year)	18	19	4	3	94%
DELGADILLO, JOSE (full year)	19	19	0	0	100%
WHITE, DOROTHEA LYNN (full year)	19	19	3	3	100%
RASHE, SAM (resigned 8/27/2020)	8	9	1	1	100%

* If a member has less than a full year, please indicate the # of meetings held since their appointment.

** This # includes excused meetings.

Formula for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total # of meetings held
b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since their appointment</u>.

RECREATION AND PARKS COMMISSION MEETING

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held <u>During Reporting Year</u>: __7_____

NAME	**# of Mtgs Attended ***	**# of Mtgs Held ***	**# of Mtgs Absent ****	**# of Mtgs Excused**	**% of Mtgs Attended**
HUITRON, V 8/2018	7	7	0	0	100%
MOORE, E 7/2017	6	7	1	0	86%
CURIEL,Y 7/2017	5	7	0	2	100%
MORRIS, R 7/2017	2	5	0	3	100%
CARDONA, N 2/2018	7	7	0	0	100%
ANDERSON, J 2/2018	7	7	0	0	100%
PIUSER, D 8/2020	5	6	0	1	100%

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held <u>since appointment</u>.

REGIONAL AIRPORT AUTHORITY

ATTENDANCE RECORD

April 1, 2020 through March 31, 2021

Total # of Meetings Held During Reporting Year: 5

NAME	**# of Mtgs Attended ***	**# of Mtgs Held ***	**# of Mtgs Absent ****	**# of Mtgs Excused**	**% of Mtgs Attended**
Michael Bodine (re-appt. 7/1/2017)	5	5	0	0	100%
Travis Colby (appt. 7/19/2017)	5	5	0	0	100%
Cuauhtemoc Diaz (appt. 7/1/2017)	0	5	5	0	0%
Bill Rudd (re-appt. 7/1/2019)	5	5	0	0	100%
Robert Scoble (appt. 7/1/2019)	5	5	0	0	100%
Rafael Velarde (appt. 7/1/2017)	2	5	0	3	40%
Vacancy					

* If a member less than full year, please indicate # of meetings held since appointment.

** This # includes excused meetings.

Formulas for computing percentage of meetings attended:

a. Member for full year - # of meetings attended (include excused) divided by total total # of meetings held

b. Member for partial year - # of meetings attended (include excused) divided by total # of meetings held since appointment.

ADMINISTRATIVE REPORT

Agenda Item J.4. Meeting Date: 6/21/2021

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of June 7, 2021

REPORT IN BRIEF
Official adoption of previously held meeting minutes.

RECOMMENDATION
City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of June 7, 2021.

ALTERNATIVES
1. Approve as recommended; or,
2. Approve, subject to amendments.

ATTACHMENTS
1. Minutes of June 7, 2021

CITY OF MERCED

Minutes

City Council/Public Finance and Economic Development Authority/Parking Authority

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

Monday, June 7, 2021 **6:00 PM**

A. STUDY SESSION ROLL CALL

Present: 6 - Mayor Matthew Serratto, Council Member Fernando Echevarria, Council Member Delray Shelton, Council Member Bertha Perez, Council Member Jesse Ornelas, and Council Member Sarah Boyle

Absent: 1 - Mayor Pro Tempore Kevin Blake

B. STUDY SESSION

Mayor SERRATTO called the Study Session to order at 5:04 PM.

B.1. **SUBJECT:** Wastewater Treatment Plant Expansion/Design Update

REPORT IN BRIEF

Provides an update to Council on the Wastewater Treatment Plant.

Director of Public Works Ken ELWIN and Stantec Consultant Steve BECK gave a slideshow presentation on the Wastewater Treatment Plant regarding the current capacity, planned sewer service commitments, new regulations, the ability to deal with food waste, and different phases for the expansion.

Council and City Manager Stephanie DIETZ discussed the need to consult with Merced County Association of Governments regarding food waste, allowing the consultant to move forward with the design of the expansion, moving forward with Capital Improvement Projects outlined by the study, and hiring a consultant to refine data elements of the Sewer Master Plan.

Sheng XIONG, Leadership Council for Justice and Accountability - spoke on the required environmental review and addressing those communities affected by the project.

Council and Ms. DIETZ discussed next steps and the need to return to future meetings for approvals.

Clerk's Note: No formal action was taken on this item.

Clerk's Note: The Study Session was adjourned at 5:48 PM.

C. CALL TO ORDER

Mayor SERRATTO called the Regular Meeting to order at 6:03 PM.

C.1. Invocation - Pastor Juan Ochoa, Calvary Assembly of God

The invocation was delivered by Pastor Juan OCHOA from Calvary Assembly of God.

C.2. Pledge of Allegiance to the Flag

Council Member ECHEVARRIA led the Pledge of Allegiance to the Flag.

D. ROLL CALL

Present: 6 - Mayor Matthew Serratto, Council Member Fernando Echevarria, Council Member Delray Shelton, Council Member Bertha Perez, Council Member Jesse Ornelas, and Council Member Sarah Boyle

Absent: 1 - Mayor Pro Tempore Kevin Blake

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the Public Financing and Economic Development Authority. City Council members receive a monthly stipend of $400.00 by Charter for sitting as the City Council; and the Mayor receives an additional $100.00 each month as a part of the adopted budget and Resolution 2020-86. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

E. CEREMONIAL MATTERS

E.1. **SUBJECT:** City Council Volunteer of the Year Awards

REPORT IN BRIEF

Council Members nominated a volunteer within their district and the Mayor nominated one at-large volunteer to highlight those who have given back to their community.

Mayor SERRATTO briefly described the Volunteer of the Year Awards.

Clerk's Note: Each Council Member presented awards to individual volunteers within their districts.

District 1 - Damon RAMIREZ
District 2 - Nelson Adres CAMERO
District 3 - Pastor Ella LUNA-GARZA
District 4 - Jermaine PASTER
District 5 - Matthew VAN HAGEN

District 6 - Dr. Sima ASADI and her vaccination team
At-Large - Logann ALBRECHT and Adison MARTINEZ

Council thanked all of the volunteers for all of their efforts to improve the community.

E.2. **SUBJECT:** Proclamation - Juneteenth

REPORT IN BRIEF

Received by Allen Brooks, NAACP President.

Council Member SHELTON and Mayor SERRATTO presented the Juneteenth Proclamation to several members of the NAACP.

E.3. **SUBJECT:** Proclamation - Merced Pride Month

REPORT IN BRIEF

Received by a representative of the Merced LGBTQ+ Alliance.

Council Members PEREZ and ECHEVARRIA presented the Merced Pride Month Proclamation to members of the Merced LGBTQ+ Alliance.

F. SPECIAL PRESENTATIONS

F.1. **SUBJECT:** Update on City of Merced Youth Council Activities

REPORT IN BRIEF

Members of the Youth Council will provide an update on recent and upcoming events to the City Council.

RECOMMENDATION

For information only.

Members of the Merced Youth Council gave a slideshow presentation to Council highlighting recent cleanup events, future planned events, and the need for additional funding for the Youth Council.

G. WRITTEN PETITIONS AND COMMUNICATIONS

Clerk's Note: Emails were received for the following agenda items and were forwarded to Council prior to the meeting.

Item B.1. - Stephen PECK.

Oral Communications - Shawn SIMPSON from Boutique Air.

H. ORAL COMMUNICATIONS

Josh PEDROZO, County of Merced Supervisor - spoke on the redistricting process for the Board of Supervisors.

Armando PILOLA, Merced resident - spoke about his property on 12th street.

Fernando AGUILERA, Merced resident - spoke about Merced Soccer Academy.

Shawn SIMPSON, Boutique Air - spoke about bringing jobs to the airport.

Tom LOPES, Merced - requested Council reconsider its recommendation to the Department of Transportation for essential air service.

Katy IGARTA, Boutique Air - requested Council reconsider the essential air service recommendation.

Edwin KAINTH, Merced - spoke in support of Boutique Air.

Isaac WILLIAMS, Merced - spoke on issues with the Police Department.

I. CONSENT CALENDAR

Items I.7. Approval to Accept American Rescue Plan Act Funds From the U.S. Department of Treasury Corona Virus Local Fiscal Recovery Fund up to the Allocated Amount of $27,427,882 and I.18. Approval of Memorandum of Understanding Between the County of Merced and City of Merced Relating to the Referral and Review Pursuant to Government Code 65919 of Possible Entitlements by the Virginia Smith Trust; were pulled for separate consideration.

Approval of the Consent Agenda

A motion was made by Council Member Shelton, seconded by Council Member Perez, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

I.1. **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

This Consent Item was approved.

I.2. **SUBJECT:** Information-Only Contracts for the Month of May 2021

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under $33,000 and of Public Works contracts under $71,862.

This Consent Item was approved.

I.3. **SUBJECT:** Information Only - Traffic Committee Minutes of March 9, 2021

RECOMMENDATION

For information only.

This Consent Item was approved.

I.4. **SUBJECT:** Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of May 17, 2021

REPORT IN BRIEF

Official adoption of previously held meeting minutes.

RECOMMENDATION

City Council/Public Financing and Economic Development/Parking Authority - Adopt a motion approving the meeting minutes of May 17, 2021.

This Consent Item was approved.

I.5. **SUBJECT:** Approval of Recommendation from the Recreation and Parks Commission to Change the Disbursement Time Frame of the Wahneta Hall Trust Fund from June to September Allowing Staff

Time to True up the Amount to be Awarded by June 30th

REPORT IN BRIEF

Considers approving the recommendation from the Recreation and Parks Commission to change the disbursement time frame of the Wahneta Hall Trust Funds from June, the end of the fiscal year, to September allowing staff time to determine the exact amount available to award by June 30th.

RECOMMENDATION

City Council - Adopt a motion approving the recommendation from the Recreation and Parks Commission to change the disbursement time frame of the Wahneta Hall Trust Funds from June, the end of the fiscal year, to September allowing staff time to determine the exact amount available to award by June 30th.

This Consent Item was approved.

I.6.

SUBJECT: Approval of Second Amendment to the Contract with Townsend Public Affairs, Inc., Extending the Contract for an Additional One-Year Term for Legislative Affairs Advocacy and Consulting Services for $60,000

REPORT IN BRIEF

Consider the approval of the Second Amendment to the Townsend Public Affairs, Inc. contract, extending the term of the agreement for an additional one year for Legislative Affairs Advocacy and Consulting Services for a not-to-exceed amount of $60,000.

RECOMMENDATION

City Council - Adopt a motion approving the second amendment to the contract with Townsend Public Affairs, Inc., and authorizing the City Manager or designee to execute the necessary documents.

This Consent Item was approved.

I.8.

SUBJECT: Approval of an Agreement with Phase II Systems for the Section 115 Post Employment Benefit Trust Administered by Public Agency Retirement Services (PARS) to Fund the City's Pension Benefits

REPORT IN BRIEF

Requests approval of a Professional Services Agreement with Phase II

Systems, doing business as “Public Agency Retirement Services” and “PARS” for administrative services as Trust Administrator for pre-funding pension obligations.

RECOMMENDATION

City Council - Adopt a motion approving the agreement for professional services with Phase II Systems, doing business as “Public Agency Retirement Services” and “PARS” for administrative services as Trust Administrator for pre-funding pension obligations and authorizing the City Manager or designee to execute the necessary documents.

This Consent Item was approved.

I.9.

SUBJECT: Award of Bid and Approval of Agreement with SCL North for the Purchase of Seventeen (17) Concrete Poles not to Exceed $49,889.18

REPORT IN BRIEF

Considers awarding the bid to SCL North for the purchase of seventeen (17) concrete poles not to exceed $49,889.18.

RECOMMENDATION

City Council - Adopt a motion awarding the bid and approving the agreement with SCL North for the purchase of concrete poles in the amount of $49,889.18 and authorizing the City Manager or designee to execute any necessary documents.

This Consent Item was approved.

I.10.

SUBJECT: Award of Bid and Approval of Contract with Miracle Playsystems for the McNamara Park Playground Equipment Replacement, Project No. 121034, in the Amount of $89,279.05

REPORT IN BRIEF

Considers awarding a contract in the amount of $89,279.05 to Miracle Playsystems to remove and replace the Playground Equipment located at McNamara Park.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding bid and approving the Statement of Services contract with Miracle Playsystems for the McNamara Park Playground Equipment

Replacement, Project No. 121034, in the amount of $89,279.05; and,

B. Authorizing the City Manager or designee to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

This Consent Item was approved.

I.11. **SUBJECT:** Adoption of Resolution Approving the Fiscal Year 2021/2022 Project List for the Road Repair Accountability Act (SB 1), Local Streets and Roads Funding

REPORT IN BRIEF

Requests the City Council to approve the list of projects proposed to be funded with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1 for FY 2021/2022.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2021-45**, a Resolution of the City Council of the City of Merced, California, approving the "FY 2021-2022 Project List" for the Road Repair and Accountability Act (SB1), Local Streets and Roads Funding for Fiscal Year 2021-2022".

This Consent Item was approved.

I.12. **SUBJECT:** Award of Bid and Approval of an Agreement in the Amount of $54,296 With Rugged Solutions America LLC dba Rugged Depot for the Purchase of 11 Panasonic Toughbook CF-33 Laptop Computers, Accessories, and Protection Plans

REPORT IN BRIEF

Considers awarding bid to Rugged Solutions America LLC dba Rugged Depot in the amount of $54,296 to provide for the purchase of 11 Panasonic Toughbook CF-33 laptop computers, accessories and protection plans, which will replace the Fire Department's current Mobile Digital Computers (MDC's) which have exceeded their end-of-life.

RECOMMENDATION

City Council - Adopt a motion:

A. Awarding the bid ($54,296) to the lowest bidder, Rugged Solutions

America LLC dba Rugged Depot; and,

B. Approving the attached contract for the purchase of 11 Panasonic Toughbook CF-33 laptop computers, accessories, and protection plans for $58,819.42; and,

C. Authorizing the City Manager or designee to execute the necessary documents.

This Consent Item was approved.

I.13.

SUBJECT: Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with the State of California and Approval of the State of California's CALNET 4 Category 16: Long Distance Calling, Category 17: Toll Free Voice Calling, Category 18: Long Distance Calling, Category 18.3.1.1: Analog Service, Category 20: MPLS Data Network Services, Category 22: Cloud Hosted VoIP Services, Category 23: Metropolitan Area Network (MAN) Ethernet Services and Features, Category 24: Flat Rate Internet Services, Category 25: Sustained Bandwidth Internet Services and Features, Category 30: Broadband with Internet Services for AT&T Corporation Providing Telecommunication Services not to Exceed the Annual Amount of $75,000 and a Total Amount of $300,000

REPORT IN BRIEF

Considers waiving the competitive bid process and approving the State of California's competitively bid contract CALNET 4 for AT&T Corporation providing telecommunication services not to exceed the annual cost of $75,000 and a total cost of $300,000 and authorizing the City Manager or designee to execute the contract.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the competitive bid process and approving the competitively bid State of California CALNET 4 contracts; and,

B. Authorizing the City Manager or designee to execute the necessary documents, including future amendments to the agreement; and,

C. Authorizing the Finance Officer to make any necessary budget adjustments.

This Consent Item was approved.

I.14.

SUBJECT: Adoption of a Resolution Approving Final Map 5381 for the Bellevue Ranch West, Village 17-C, Phase 1 Subdivision for 48 Single-Family Lots, Generally Located between M Street and Freemark Avenue, North of Arrowwood Drive, and the Approval of the Subdivision Agreement for the Bellevue Ranch West, Village 17-C, Phase 1 Subdivision

REPORT IN BRIEF

Considers the approval of Final Map #5381 for 48 single-family lots, generally located between M Street and Freemark Avenue, north of Arrowwood Drive, and the Subdivision Agreement for the Bellevue Ranch West, Village 17-C, Phase 1 subdivision.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-40**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Bellevue Ranch West, Village 17-C, Phase 1 Subdivision (#5381); and,

B. Approving the Subdivision Agreement for Bellevue Ranch West, Village 17-C, Phase 1 Subdivision; and,

C. Authorizing the City Manager or designee to execute all necessary documents.

This Consent Item was approved.

I.15.

SUBJECT: Adoption of a Resolution Approving Final Map 5384 (Cypress Terrace 7, Phase B) for 32 Single-Family Lots, Generally Located South of Gerard Avenue, West of M Street, and the Approval of the Subdivision Agreement for Cypress Terrace 7, Phase B

REPORT IN BRIEF

Considers the approval of Final Map #5384 for 32 single-family lots, generally located south of Gerard Avenue, west of M Street, and the Subdivision Agreement for Cypress Terrace 7, Phase B.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-41**, a Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Cypress Terrace 7, Phase B Subdivision (#5384); and,

B. Approving the Subdivision Agreement for Cypress Terrace 7, Phase B; and,

C. Authorizing the City Manager or designee to execute all necessary documents.

This Consent Item was approved.

I.16.

SUBJECT: Adoption of Resolution of Intent Regarding (a) Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for the Yosemite Crossing Development, and (b) Detachment of Same Property from Mansionette Maintenance District; Setting a Public Hearing for June 21, 2021; and Acceptance of a Petition, Consent and Waiver from Yosemite and G, LLC, for Annexation into CFD No. 2003-2 (Services) and Detachment from Mansionette Maintenance District and Approving a Deposit and Reimbursement Agreement to Reimburse the City for the Cost of Community Facilities District Formation and Related Expenditure in the Amount of $25,000

REPORT IN BRIEF

Requests the City Council to accept a Petition to Annex into CFD 2003-2 (Services) from Yosemite and G, LLC; approve a Deposit and Reimbursement Agreement with Yosemite and G, LLC; adopt a Resolution of intent to (a) annex the Yosemite Crossing Development into Community Facilities District (CFD) No. 2003-2 and (b) detach the Yosemite Crossing development from the existing Mansionette Maintenance District; and set a Public Hearing for June 21, 2021 for all the above actions.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-44**, a Resolution of intention of the City Council of the City of Merced, acting on behalf of itself and as the legislative body of the City of Merced Community Facilities District No.

2003-2 (Services), declaring its intention to annex area to said district and authorize the levy of a special tax within said annexation, and detach said area from the Mansionette Maintenance District; and,

B. Setting the Public Hearing for June 21, 2021; and,

C. Accepting the Petition, Consent and Waiver from Yosemite and G, LLC; and,

D. Approving the Deposit and Reimbursement Agreement, increasing revenue in the amount of $25,000 and appropriating the same in Fund 150 to reimburse the City for the cost of Community Facilities District formation and related expenditures; and,

E. Authorizing the City Manager or designee to execute the agreement.

This Consent Item was approved.

I.17.

SUBJECT: Approval of a Finding of Public Convenience or Necessity for the Sale of Alcohol for the 7-Eleven to be Located at 1995 W Olive Avenue (Land Use Determination #21-03)

REPORT IN BRIEF

Provides options for the City Council to consider making a Finding of Public Convenience or Necessity (PCN), as required by the Department of Alcoholic Beverage Control (ABC), to issue a Type 20 alcohol license ("off-sale general" allowing the sale of beer and wine) for the new 7-Eleven to be located at 1995 W Olive Avenue.

RECOMMENDATION

City Council - Adopt a motion approving the Finding of Public Convenience or Necessity to allow 7-Eleven, to be located at 1995 West Olive Avenue, to obtain a Type 20 ABC license for "off-sale general" allowing the sale of beer and wine (Option #1 as shown in the "Council Action" section of this Administrative Report).

This Consent Item was approved.

I.19.

SUBJECT: Approval of a Community Development Block Grant Program Deed Restriction Covenant and Loan Agreement Between the City of Merced and Merced CA Apartments L.P., a Delaware Limited Partnership, Regulatory Agreement and Declaration of Restrictive Covenants, and Deed of Trust with Assignment of Rents; and Authorizing the City Manager or Designee to Execute these

and Future Documents to Implement the Council's Actions

REPORT IN BRIEF

Approving a Community Development Block Grant Program (CDBG) Deed Restriction Covenant and Loan Agreement between the City of Merced and Merced CA Apartments L.P., a Delaware Limited Partnership, Regulatory Agreement and Declaration of Restrictive Covenants, and Deed of Trust with Assignment of Rents; and authorizing the City Manager to execute said documents to implement the Council's actions.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Community Development Block Grant Program (CDBG) Deed Restriction Covenant and Loan Agreement between the City of Merced and Merced CA Apartments L.P., a Delaware Limited Partnership, Regulatory Agreement and Declaration of Restrictive Covenants, and Deed of Trust with Assignment of Rents; and,

B. Authorizing the City Manager or designee to execute these and any future documents necessary for completion of the project.

This Consent Item was approved.

I.7.

SUBJECT: Approval to Accept American Rescue Plan Act Funds From the U.S. Department of Treasury Corona Virus Local Fiscal Recovery Fund up to the Allocated Amount of $27,427,882

REPORT IN BRIEF

Approving the acceptance of American Rescue Plan Act funds from the U.S. Department of Treasury Corona Virus Local Fiscal Recovery Fund up to the allocated amount of $27,427,882.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the acceptance of up to $27,427,882 in American Rescue Plan Act funds from the U.S. Department of Treasury Corona Virus Local Fiscal Recovery Fund; and,

B. Authorizing the City Manager or designee to execute the necessary documents; and,

C. Authorizing the Finance Officer to make any necessary budget adjustments.

Mayor SERRATTO pulled this item due to public comment received.

Sheng XIONG, Leadership Council for Justice and Accountability - expressed that transparency and public input were important in the decision of where the money should be used.

Corinthia HURLEY, Merced - spoke on a transparent process for use of these funds.

Council and Finance Officer Venus RODRIGUEZ briefly discussed the funding and potential uses.

A motion was made by Council Member Perez, seconded by Council Member Echevarria, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

I.18. **SUBJECT:** Approval of Memorandum of Understanding Between the County of Merced and City of Merced Relating to the Referral and Review Pursuant to Government Code 65919 of Possible Entitlements by the Virginia Smith Trust

REPORT IN BRIEF

Memorandum of Understanding (MOU) between the County of Merced and City of Merced relating to the referral and review pursuant to Government Code 65919 of possible entitlements by the Virginia Smith Trust (VST).

RECOMMENDATION

City Council - Adopt a motion approving a Memorandum of Understanding between the County of Merced and City of Merced relating to the referral and review pursuant to Government Code 65919 of possible entitlements by the Virginia Smith Trust.

Mayor SERRATTO pulled this item due to public comment received.

Stephen PECK, project manager - thanked the Council for moving forward with this item.

Sheng XIONG, Leadership Council for Justice and Accountability - had questions about the proposed project.

Corinthia HURLEY, Merced - requested the community be involved in the project and expressed the need for affordable housing.

Mr. PECK and Council briefly discussed the affordable housing that will be part of the project.

Steve TIETJEN, Merced County Office of Education - discussed the scholarships that will be created by the Virginia Smith Trust.

A motion was made by Council Member Boyle, seconded by Council Member Echevarria, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

Clerk's Note: Council took a recess at 8:08 PM and reconvened at 8:16 PM.

J. PUBLIC HEARINGS

J.1.

SUBJECT: Public Hearing to Consider the Introduction of an Ordinance Amending Section 3.38.050 "Citizens Oversight Committee" of the Merced Municipal Code to Facilitate the Consolidation of all Current and Future Tax Oversight Committees into One Oversight Commission

REPORT IN BRIEF

Considers the introduction of an ordinance to consolidate all current and future tax measure oversight commissions into a single commission.

RECOMMENDATION

City Council - Adopt a motion introducing **Ordinance 2525**, an Ordinance of the City Council of the City of Merced, California, amending section 3.38.050, "Citizens Oversight Committee," of the Merced Municipal Code.

Assistant City Clerk Jennifer LEVESQUE gave a brief presentation on an ordinance to adjust the number of members of the Citizens' Oversight Committee Measure C from 9 to 7 and change their appointments from Policing District to Council District in order to consolidate the committee with the Tax Transparency Commission.

Council briefly discussed the need to consolidate tax oversight committees.

Mayor SERRATTO opened the Public Hearing at 8:26 PM.

Corinthia HURLEY, Merced - spoke in favor of having separate oversight committees.

Mayor SERRATTO closed the Public Hearing at 8:29 PM.

Council discussed community outreach to recruit more applicants.

A motion was made by Council Member Shelton, seconded by Council Member Boyle, that this agenda item be approved. The motion failed by the following vote:

Aye: 3 - Mayor Serratto, Council Member Shelton, and Council Member Boyle

No: 3 - Council Member Echevarria, Council Member Perez, and Council Member Ornelas

Absent: 1 - Mayor Pro Tempore Blake

Council continued to discuss the need for two committees.

A motion was made by Council Member Ornelas, seconded by Council Member Perez, to have both a Measure C Oversight Committee and a Measure Y Oversight Committee. The motion failed by the following vote:

Aye: 3 - Council Member Echevarria, Council Member Perez, and Council Member Ornelas

No: 3 - Mayor Serratto, Council Member Shelton, and Council Member Boyle

Absent: 1 - Mayor Pro Tempore Blake

A motion was made by Council Member Echevarria, seconded by Council Member Perez, that this Public Hearing be continued to the July 6, 2021 meeting. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

J.2.

SUBJECT: Public Hearing to Consider the Annexation of Certain Property into Community Facilities District (CFD) No. 2003-2 (Services), Calling and Holding a Special Election for Annexation No. 15 into CFD No. 2003-2 (Services) for the Merced Gateway Shopping Center; Canvassing the Results of the Election Held within Annexation No. 15 of Said District, and Annexing Annexation No. 15 to Said District and Authorizing the Levy of a Special Tax Within Said Annexation No. 15

REPORT IN BRIEF

Hold a public hearing and election for annexation into Community Facilities District No. 2003-2 (Services) for the Merced Gateway Shopping Center, generally located on the east side of Coffee Street, between Mission Avenue and Gerard Avenue.

RECOMMENDATION

City Council - Adopt a motion:

A. Holding a Public Hearing on the annexation of certain property into the CFD and the levy of special taxes; and,

B. Adopting **Resolution 2021-37**, a Resolution of the City Council of the City of Merced, acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced determining the validity of prior proceedings, calling a special election related to Annexation No. 15; and,

C. Holding an election; and,

D. Adopting **Resolution 2021-38**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced canvassing the results of the election held within Annexation No. 15 of said District; and,

E. Adopting **Resolution 2021-39**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced annexing Annexation No. 15 to said district and authorizing the levy of a special tax within said Annexation No. 15.

Senior Planner Julie NELSON gave a slideshow presentation on the annexation of the Merced Gateway Shopping Center into the Community Facilities District (CFD) 2003-2 (services).

Mayor SERRATTO opened and subsequently closed the Public Hearing at 8:45 PM due to lack of public comment.

A motion was made by Council Member Ornelas, seconded by Council Member Echevarria, to adopt Resolution 2021-37. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

Assistant City Clerk Jennifer LEVESQUE announced that the two ballots received were in favor of annexation to the CFD.

A motion was made by Council Member Ornelas, seconded by Council Member Boyle, to adopt Resolution 2021-38 and Resolution 2021-39. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

J.3.

SUBJECT: Public Hearing to Consider a Resolution Approving Lowering the Tax on Commercial Cannabis Cultivation, Manufacturing, Distribution, Retailing and Testing; and a Resolution Adopting Updated Application Fees for Commercial Cannabis Business Permits and Updated Annual Regulatory Fees for Commercial Cannabis Businesses

REPORT IN BRIEF

Council is asked to consider a resolution lowering the tax on commercial cannabis cultivation, lowering the tax on commercial cannabis manufacturing, lowering the tax on commercial cannabis distribution, lowering the tax on commercial cannabis retailing and lowering the tax on commercial cannabis testing. Additionally, the Council is asked to consider the adoption of a resolution updating application fees for Commercial Cannabis Business Permits and updating annual regulatory fees for

Commercial Cannabis Businesses.

RECOMMENDATION

City Council- Adopt a motion:

A. Adopting **Resolution 2021-42,** a Resolution of the City Council of the City of Merced, California, implementing its discretion to lower the tax on commercial cannabis cultivation, manufacturing, distribution, retailing and testing pursuant to sections 3.52.100(A)(2), (C)(2), (D)(2), and (F)(2); and,

B. Adopting **Resolution 2021-43,** a Resolution of the City Council of the City of Merced, California, updating application fees for commercial cannabis business permits and annual regulatory fees for commercial cannabis businesses.

Principal Planner Michael HREN gave a slideshow presentation on a resolution approving lowering the tax on commercial cannabis cultivation, manufacturing, distribution, retailing and testing; and a resolution adopting updated application fees for commercial cannabis business permits and updated annual regulatory fees for commercial cannabis businesses.

Mayor SERRATTO opened the Public Hearing at 8:54 PM.

Michael BELLUOMINI, Merced - asked for clarification on the retail tax for adult use.

Corinthia HURLEY, Merced - was concerned that residents would not benefit from the tax reductions.

Mayor SERRATTO closed the Public Hearing at 8:57 PM.

City Attorney Phaedra NORTON commented on the effective date of the tax reductions.

A motion was made by Council Member Perez, seconded by Council Member Ornelas, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

J.4. **SUBJECT:** Public Hearing to Allow the Interested Public an Opportunity to Provide Input on the Content of the City Council, Public Financing

and Economic Development Authority and the Parking Authority Fiscal Year 2021-22 Proposed Budget and After Hearing all Comments Continue the Public Hearing to June 21, 2021 and Provide a 3rd Quarter Revenue Update for Fiscal Year 2020-2021

REPORT IN BRIEF

Public Hearing to afford the interested public an opportunity to provide input on the content of the 2021-22 City Council, Public Financing and Economic Development Authority, and Parking Authority Proposed Budget and provide a 3rd Quarter Revenue Update for Fiscal Year 2020-21.

RECOMMENDATION

City Council/Public Financing and Economic Development Authority/Parking Authority - It is recommended that the City Council/Authorities conduct the Public Hearing and provide direction to the City Manager on the content of the Fiscal Year 2021-22 Budget; and adopt a motion continuing the Public Hearing to the June 21, 2021 Council Meeting.

Finance Officer Venus RODRIGUEZ gave a slideshow presentation on the 2021/22 Fiscal Year Budget, discussed the General Fund balance, staffing recommendations, changes requested by the Council, and gave a quarterly revenue update.

Mayor SERRATTO opened the Public Hearing at 9:20 PM.

Clerk's Note: The following comment was received via voicemail.

Brenda DEHERRERA, Merced - commented on the need for funding for affordable housing and rising rent.

Sheng XIONG, Leadership Council for Justice and Accountability - spoke on the need for funding for affordable housing and the use of General Fund dollars.

Corinthia HURLEY, Merced - spoke about the use of General Fund dollars for affordable housing and an affordable housing trust fund.

Mayor SERRATTO closed the Public Hearing at 9:35 PM.

Council and City Manager Stephanie DIETZ discussed funding for affordable housing and the use of General Fund dollars for affordable housing, increasing community funding, and increasing Youth Council funding.

A motion was made by Council Member Perez, seconded by Council Member Ornelas, to place $500,000.00 of General Fund dollars into a housing trust fund . The motion failed by the following vote:

Aye: 3 - Council Member Echevarria, Council Member Perez, and Council Member Ornelas

No: 3 - Mayor Serratto, Council Member Shelton, and Council Member Boyle

Absent: 1 - Mayor Pro Tempore Blake

A motion was made by Council Member Boyle, seconded by Council Member Perez, that the Public Hearing be continued to the June 21, 2021 meeting. The motion carried by the following vote:

Aye: 6 - Mayor Serratto, Council Member Echevarria, Council Member Shelton, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 0

Absent: 1 - Mayor Pro Tempore Blake

K. REPORTS

K.1. **SUBJECT:** Report to Allow for Public Input on the Various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2021/2022 During the Public Meeting

REPORT IN BRIEF

Considers public input on the various Maintenance Districts' budgets during the public meeting, without taking action on the determination of assessment levy until the close of the Public Hearing scheduled for Monday, June 21, 2021.

RECOMMENDATION

City Council - Adopt a motion seeking public input on the Fiscal Year 2021/2022 Maintenance Districts' budgets, without taking action until the Public Hearing is closed on June 21, 2021.

Public Works Director Ken ELWIN gave a slideshow presentation on the various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2021/2022.

Clerk's Note: No formal action was taken on this item.

L. BUSINESS

L.1. **SUBJECT:** Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

Shawn SIMPSON, Boutique Air - requested that the essential air service recommendation of Council be reconsidered.

Council Member ECHEVARRIA requested an item to reconsider the Council recommendation for essential air service.

A motion was made by Council Member Echevarria, seconded by Council Member Ornelas, that his request be expedited to the June 21, 2021 meeting. The motion carried by the following vote:

Aye: 5 - Mayor Serratto, Council Member Echevarria, Council Member Perez, Council Member Ornelas, and Council Member Boyle

No: 1 - Council Member Shelton

Absent: 1 - Mayor Pro Tempore Blake

L.2. **SUBJECT:** City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

Council Member ORNELAS congratulated all of the high school graduates and spoke on a class for character development held at Tenaya Middle School.

Council Member ECHEVARRIA commented on the Pride Progress Flag, meetings on affordable housing, and local Girl Scout troops donating to the fire department.

Council Member PEREZ commented on the recent success of her daughter in-law.

Council Member BOYLE commented on attending the swearing in ceremony for police officers, the raising of the Pride Progress Flag, and attending the Mercado on Main.

Mayor SERRATTO commented on the Mercado on Main, the volunteer

cleanup successes, and a tour of homeless camps.

M. CLOSED SESSION

Clerk's Note: Council adjourned to Closed Session at 10:33 PM.

M.1. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative(s): Travis Lindsey and Janell Van Bindsbergen, Lozano Smith, Attorneys at Law; Employee Organizations: American Federation of State, County, and Municipal Employees (AFSCME) Council 57; Local 2703, International Association of Fire Fighters, Local 1479; Merced Police Officers' Association (MPOA); Merced Association of Police Sergeants and Merced Association of City Employees (MACE). AUTHORITY: Government Code Section 54957.6

M.2. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Stephanie Dietz; Unrepresented Management AUTHORITY: Government Code Section 54957.6

M.3. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Paragraph (1) of Subdivision (d) of Government Code section 54956.9, Name of Case: Ker Lee v. Timothy Farmer, City of Merced; Merced Superior Court Case No. 20CV-00255

M.4. **SUBJECT:** LIABILITY CLAIMS; Claimant(s): Brenda Keen, Cruzera Najeri Holquin, Tou Ta Xiong, and Maribel Shaw; Agency Claimed Against: City of Merced, Local Agency Member of the Central San Joaquin Valley Risk Management Authority - a Joint Powers Authority; AUTHORITY: Government Code Section 54956.95

M.5. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS - Agency Designated Representatives: Mayor and City Council Members. Unrepresented Employee: City Attorney; Authority: Government Code Section 54957 and 54957.6

N. REPORT OUT OF CLOSED SESSION

There was no report.

O. ADJOURNMENT

Clerk's Note: Council adjourned from Closed Session and adjourned the Regular Meeting at 11:57 PM.

ADMINISTRATIVE REPORT

Agenda Item J.5. Meeting Date: 6/21/2021

Report Prepared by: Janet German, Management Analyst, Fire Department

SUBJECT: Approval to Waive the Competitive Bidding Requirement and Approval to Use Cooperative Purchasing Agreements Through the National Purchasing Partners Government Division, DBA Public Safety GPO, Law Enforcement GPO, First Responders GPO, EMS GPO, and NPPGov (All Collectively Referred to Hereinafter as NPPGov); Approval of Agreements With L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) in an Amount not to Exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) in an Amount not to Exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) in an Amount Not to Exceed $12,340

REPORT IN BRIEF

Consider waiving the competitive bidding requirement and approving the use of cooperative purchasing agreements through the National Purchasing Partners Government Division, also doing business as NPPGov with: L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) for an amount not to exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) for an amount not to exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) for an amount not to exceed $12,340.

RECOMMENDATION

City Council - Adopt a motion:

A. Waiving the competitive bidding requirements for Personal Protective Equipment and Firefighting Equipment purchases from L.N. Curtis and Sons and Cascade Fire Equipment based on cooperative purchasing through NPPGov; and,

B. Approving the use of cooperative purchasing agreements through the National Purchasing Partners Government Division, also doing business as Public Safety GPO, Law Enforcement GPO, First Responders GPO, EMS GPO, and NPPGov (all collectively referred to hereinafter as NPPGov) with: L.N. Curtis and Sons for Personal Protective Equipment (Contract #: PS20060) for an amount not to exceed $114,890 and for Firefighting Equipment (Contract #: PS20015) for an amount not to exceed $155,379 and to Cascade Fire Equipment for PPE (Contract #: PS20055) for an amount not to exceed $12,340; and authorizing purchases for the not-to-exceed amount specific for the respective vendor under each cooperative purchasing agreement through June 30, 2022; and,

C. Authorizing the City Manager or designee to execute the necessary documents and approve change orders for amounts not to exceed the total appropriated budget.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve with modifications; or,
3. Refer to staff for reconsideration of specific items as requested by Council; or,
4. Continue to a future Council meeting; or,
5. Deny.

AUTHORITY
Merced Municipal Code, Title 3 - Revenue and Finance, Article III. - Purchases Over Twenty-Five Thousand Dollars, 3.04.210 - Exemptions from Competitive Bidding

CITY COUNCIL PRIORITIES
As provided for in the FY 20/21 budget.

DISCUSSION
Background

Cooperative Purchasing Agreements:
Cooperative purchasing is used by local governments, state agencies, and purchasing alliances for the purchasing of goods that require soliciting a proposal, contracting, or obligation to provide notice for bids. Cooperative purchasing allows multiple jurisdictions to piggyback on contracts by creating interlocal agreements for purchases that are required to go to bid or solicitation and allow a single jurisdiction to conduct the bidding process. These types of purchasing agreements reduce the cost of goods and services by aggregating the purchasing power of multiple jurisdictions to obtain cost effective rates without conducting additional bidding. As cooperative agreements reach their expiration date, they are automatically renewed allowing government agencies to continue to leverage cost savings.

In prior years, the Fire Department has successfully utilized a national cooperative purchasing agreement (Houston-Galveston Area Council Government) to complement its own contracting initiatives when it procured fire engines from Pierce Manufacturing.

Any local jurisdiction required to acquire goods and services using a public process may utilize cooperative purchasing.

To cooperatively purchase the lead public agency awarding the bid must:
- Post the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider; or
- Provide a link on the state's web portal to the notice.
- The piggybacking agency must demonstrate how it ensures bidding requirements are met and document how this was satisfied by the lead agency. This includes maintaining copies of bid, advertisement, contract and related documents.

To ensure that the fire department is adhering to the city's policies, the City Attorney's office has reviewed all the attached agreements.

Present Circumstance

The Merced Fire Department is required to provide its public safety staff with Personal Protective Equipment (PPE) and supplies throughout the year. After reviewing available purchase options, the department has determined that utilizing the cooperative purchasing agreements that NPPGov holds with L.N. Curtis and Sons and Cascade Fire Equipment represents the most advantageous purchasing strategy. The Fire Department has had positive working relationships with both vendors.

The Merced Fire Department has an ongoing need to purchase logistical related supplies and services. The department has completed a review of its purchases made in the current fiscal year and based on this review, staff has prepared an estimate of the anticipated purchases for FY 21/22. These purchases are necessary to ensure the continued delivery of emergency services (personal protection equipment (PPE), rescue equipment, safety clothing, boots, gloves, helmets and general firefighting tools) to include, but not limited to fire suppression, fire prevention, and public education.

Staff requests approval and spending authority to cover the estimated expenditures using cooperative purchasing agreements, and the authority to substitute any of the cooperative agreements listed in the table below with the appropriate replacement agreement issued by the same cooperative organization, if that agreement expires during this purchase approval period. The cooperative purchasing agreements and vendors that will be used to procure the goods and services for FY 21/22 are listed in the table below.

Vendor	**$ Not to Exceed**	**Cooperative Purchase Agreement No.**	**Description of Materials, Supplies, and Services to be Purchased**
L.N. Curtis & Sons	$114,890	NPPGov Contract #: PS20060	Firefighting personal protective equipment (PPE)
L.N. Curtis & Sons	155,379	NPPGov Contract #: PS20015	Miscellaneous equipment and tools for fire suppression equipment, fire prevention, and public education (Fire Equipment)

Cascade Fire Equipment	$12,340	NPPGOV Contract No. PS20055	Firefighting personal protective equipment (PPE)

After evaluating a variety of options, staff recommends that Council approve purchase required PPE from LN Curtis and Sons and Cascade Fire Equipment, through the term of each respective agreement, or until the applicable cooperative purchase agreement is no longer available for use, subject to approval of the budgetary resources in future fiscal year.

IMPACT ON CITY RESOURCES

Contingent upon City Council approval funding is available within the recommended Fire budgets in Fiscal Year 2021-22.

ATTACHMENTS

1. L.N. Curtis and Sons: Personal Protective Equipment (PPE) (Contract #: PS20060)
2. L.N. Curtis and Sons: Miscellaneous Tools and Equipment / Fire Equipment (Contract #: PS20015)
3. Cascade Fire Equipment (Contract #: PS20055)

LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

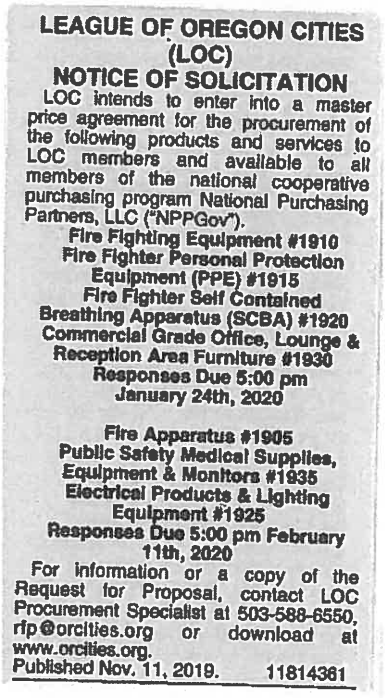
The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTING EQUIPMENT to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067		MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488		Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477		Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794		NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
5 Alarm Fire & Safety Equipment, Inc. Attn: Gerry Fleisher 350 Austin Circle, Delafield, WI, 53018		Draeger Attn: 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085		FLIR Attn: Jason Messerschmidt 9 Townsend West Nashua, NH 03063
Holmatro Attn: JoAnn Tyler 505 McCormick Drive Glen Burnie, MD 21061		GearGrid Attn: Jeff Anderson 670 S.W. 15th St. Forest Lake, Mn 55025		

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
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921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH–ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES
(LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Minority Business Owners Organization | NMBOC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

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PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: http://pioneerelectric.coop/resources/storm-restoration/ Bids due by 12/2/2019.

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ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR YOUR DIABETES.

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NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1910

SOLICITATION FOR: FIRE FIGHTING EQUIPMENT

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST** on **JANUARY 24, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC PUBLIC "FIRE FIGHTING EQUIPMENT RFP" #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1910 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE FIGHTING EQUIPMENT RFP" #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTING EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIRE FIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTING EQUIPMENT to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTING EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies

in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a

separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating

Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the

Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a

company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1910, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on **JANUARY 24, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24, 2020 to MARCH 5, 2020.

Approximate date of award: MARCH 5, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTING EQUIPMENT RFP" #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1910." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1910." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1910.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]
6.6 Post sale services issues. [Insert response in box below]
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]
6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTING EQUIPMENT Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTING EQUIPMENT

These specifications are intended to cover the complete range of FIRE FIGHTING EQUIPMENT. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: **FIREFIGHTING EQUIPMENT:** Including but not limited to thermal imagining cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.

CATEGORY 2: **FIREFIGHTING ATTACK TOOLS:** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.

CATEGORY 3: **EXTRACTION TOOLS AND SUPPLIES:** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.

CATEGORY 4: **SEARCH AND RESCUE EQUIPMENT:** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.

CATEGORY 5: **FIREFIGHTING AND FIREFIGHTER TRAINING:** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

CATEGORY 6: **HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.

CATEGORY 7: **FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.

CATEGORY 8: **FIREFIGHTERING FOAM:** Including but not limited to low expansion (between 2 to1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.

CATEGORY 9: **FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.

CATEGORY 10 **FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.

CATEGORY 11: **FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.

CATEGORY 12: **OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.

CATEGORY 13: **MAINTENANCE, SERVICE AND TESTING**: Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

EXAMPLE

FIRE FIGHTING EQUIPMENT	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
EXTRACTION TOOLS AND SUPPLIES	
FIRE EXTINGUISHERS	
FIRE PUMPS	
FIREFIGHTING AND FIREFIGHTER TRAINING	
FIREFIGHTING ATTACK TOOLS	
FIREFIGHTING EQUIPMENT	
FIREFIGHTING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
SEARCH & RESCUE EQUIPMENT	
OTHER	
MAINTENANCE, SERVICE AND TESTING	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:

Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15			Comments:
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Merced ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date: _____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: Janet German

Address: City of Merced Fire Dept
99 E. 16th St.
Merced, CA 95340

Telephone No.: 209 385 6982

Email: germanj@cityofmerced.org

APPROVED AS TO FORM:

Phaedra A Norton 6/3/21

PHAEDRA A. NORTON Date

City Attorney

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SONS ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C546E8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature: _____

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 17 March 2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Air Shelters USA/Zumro	Shelters	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Ajax	Chisels, Pneumatic	5%	FFE Category 03. Extraction Tools & Supplies
Akron Brass	Nozzles, Hose	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Lighting and mounts	20%	FFE Category 12. Other
All American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Allegro	Ventilation Systems	5%	FFE Category 01. Firefighting Equipment
Allied Medical	Oxygen Hardware	Net	FFE Category 12. Other
Amerex	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
American Honda	Generators	5%	FFE Category 12. Other
Angus Hose	Hose, Firefighting	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Bullard	Thermal Imagers	5%	FFE Category 04. Search & Rescue Equipment
C & S Supply	Nozzles, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
C & S Supply	Waterflow Equipment	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
CET	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
CET	Skid Unit	5%	FFE Category 10. Fire Pumps
Chemguard	Foam, Firefighting	1%	FFE Category 08. Firefighting Foam
CMC	Harnesses, Rope	1%	FFE Category 04. Search & Rescue Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
CMC	Rope	1%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	1%	FFE Category 04. Search & Rescue Equipment
Coastal Environmental	Weather Stations	Net	FFE Category 12. Other
Cooper Tool Tools	Cutters, Bolt	20%	FFE Category 02. Firefighting Attack Tools
Council Tools	Tools, Hand Firefighting Attack	25%	FFE Category 02. Firefighting Attack Tools
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
CurtisCare Service	Service and Maintenance, Heavy Rescue Tools	Net	FFE Category 13. Maintenance, Service & Testing
Cutters Edge	Saws	5%	FFE Category 02. Firefighting Attack Tools
David Clark	Communications	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Duo Safety	Ladders	1%	FFE Category 04. Search & Rescue Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Euramco	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Fans	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
EZ-Spanner	Hydrant, Wrenches	Net	FFE Category 02. Firefighting Attack Tools
Ferno	First Aid	Net	FFE Category 12. Other
Fire Facilities	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fire Hooks	Tools, Firefighting Attack	5%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	1%	FFE Category 12. Other
Firefighters Bookstore	Training and Educational Materials	1%	FFE Category 05. Firefighting and Firefighter Training
Fire-Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fluke	Equipment, Detection (Heat)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Fol-da-tank	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank, Water (Portable)	25%	FFE Category 12. Other
Fountainhead	Pump, Backpack	25%	FFE Category 01. Firefighting Equipment
Foxfury	Lighting and mounts	1%	FFE Category 12. Other
FSI North America	Shelters	1%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Gosport	Covers & Tarps, Salvage	2%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	1%	FFE Category 12. Other
Hale	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Harrington	Adapters, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Valves	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Waterflow Devices	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic (Battery-Powered)	1%	FFE Category 03. Extraction Tools & Supplies
Hurst Strong Arm	Tools, Rescue Hydraulic	2%	FFE Category 03. Extraction Tools & Supplies
Husky	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Husky	Tank, Water (Portable)	25%	FFE Category 12. Other
Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Indian Springs	Emergency HAZMAT Kit, Chlorine	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Junkin	First Aid	5%	FFE Category 12. Other
Kidde Simulators	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Kochek	Waterflow Devices, Wildland	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Koehler/Brightstar	Lighting and mounts	2%	FFE Category 12. Other
K-Tool	Tools, Entry	5%	FFE Category 04. Search & Rescue Equipment
Leatherhead Tools	Axes	25%	FFE Category 02. Firefighting Attack Tools
Meret	Bags, Medical	1%	FFE Category 01. Firefighting Equipment
Miti	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
MK Diamond	Blades, Saw	5%	FFE Category 02. Firefighting Attack Tools
MSA	Instrumentation, Parts (MSA)	5%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	1%	FFE Category 12. Other
National Foam/Angus	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
New Pig	Kit HAZMAT Clean-Up	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Nilfisk Turbo	Vacuums, Water	1%	FFE Category 12. Other
North American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Nupla/QEP	Tools, Firefighting	25%	FFE Category 02. Firefighting Attack Tools
Paratech	Tools Air Lifting Bags	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools Stabilization	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Trench Rescue	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Forcible Entry	5%	FFE Category 04. Search & Rescue Equipment
Pelican Lights	Lighting and mounts	25%	FFE Category 12. Other
Performance Advantage	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Performance Advantage	Mounting Bracket, Tool	5%	FFE Category 12. Other
Petzel (Evac Systems)	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Petzel (Evac Systems)	Rope	5%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	1%	FFE Category 04. Search & Rescue Equipment
Prosser (Crane Pumps)	Pumps, Submersible	1%	FFE Category 10. Fire Pumps
Red Head Brass	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Red Head Brass	Couplings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Fittings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Valves	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Rescue 42	Tools, Stabilization	Net	FFE Category 03. Extraction Tools & Supplies
Rice	Tester, Hose	1%	FFE Category 13. Maintenance, Service & Testing
RIT Safety Solutions	Bags, Rapid Intervention Team (RIT)	5%	FFE Category 01. Firefighting Equipment
Sam Carbis	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Savox	Camera, Systems Search	5%	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	5%	FFE Category 12. Other
Scott Plastics (Scotty)	Nozzles, Hose	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
SE International	Equipment, Detection (Radiation)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Seco	Bags	5%	FFE Category 01. Firefighting Equipment
Simulaids	Training Aids and Mannequins	5%	FFE Category 05. Firefighting and Firefighter Training
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Solberg	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam
South Park	Wrenches	25%	FFE Category 01. Firefighting Equipment
South Park	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Couplings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Waterflow Devices and Mounts	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Special Service	Chisels, Pneumatic	Net	FFE Category 03. Extraction Tools & Supplies
Stihl (Pacific Stihl)	Saws	Net	FFE Category 02. Firefighting Attack Tools
Streamlight	Flashlights	30%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Stryker	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Super Vac	Saws	20%	FFE Category 02. Firefighting Attack Tools
Super Vac	Fans	20%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Smoke Machine	20%	FFE Category 12. Other
Task Force Tips	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Devices, TFT "New Force"	net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Tempest	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Tempest	Saws	1%	FFE Category 02. Firefighting Attack Tools
Tempest	Smoke Machine	1%	FFE Category 12. Other
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
Tingley	Boots, HAZMAT	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Tractel Grip Hoist	Tools, Come-a-long	Net	FFE Category 04. Search & Rescue Equipment
Turtle Plastics	Cribbing	5%	FFE Category 03. Extraction Tools & Supplies
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools
Waterax	Pumps, Firefighting	Net	FFE Category 10. Fire Pumps
Waterous	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Wehr	Saw, Windshield Glass	1%	FFE Category 03. Extraction Tools & Supplies
Weis Safety	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Weis Safety	Tester, Nozzles	Net	FFE Category 13. Maintenance, Service & Testing
Western Shelter	Tank, Water (Portable)	5%	FFE Category 12. Other
Western Shelters	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Wing Enterprises/Little Giant	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Wolfpack	Packs, Wildland	2%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Yates	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Yates	Rope	5%	FFE Category 04. Search & Rescue Equipment
Zephyr	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Zephyr	Mounting Bracket, Tool	5%	FFE Category 12. Other
Ziamatic	Tools, Hand	25%	FFE Category 02. Firefighting Attack Tools
Ziamatic	Clamps, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mount Bracket, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mounting Bracket, Tool	25%	FFE Category 12. Other
Zistos	Camera, Systems Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zistos	Video Systems, Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zoll	Defibrillator, Automated External (AED)	1%	FFE Category 12. Other

Curtis' price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination)

Generally, Curtis is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Adminstration. For those products not included in our GSA contract, Curtis' proposed prices are generally better than the prices Curtis typically offers to our most favored customer.

Curtis' Pricing Schedule, **sorted by brand,** is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section, starting on page **Error! Bookmark not defined.** of this proposal):

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F5AB46BF-ABC5-4251-B050-CC7B7CC702F0

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

LEAGUE OF OREGON CITIES
Fire Fighter Personal Protective Equipment Solicitation Synopsis
Solicitation No. 1915

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighter Personal Protective Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighter Personal Protective Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1915) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

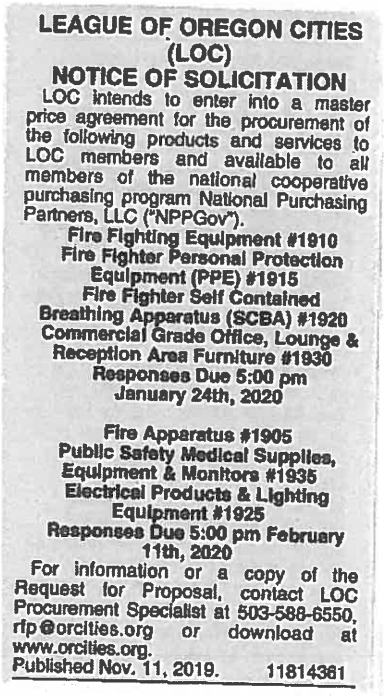
The RFP was published in USA Today on November 12th, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on February 21st, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

LION: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Veridian: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067		MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488		Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477		Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794		NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
Unimac Attn: Philip Lapenta PO Box 990 Shepard Street Ripon, WI 54971		HAIX Attn: Sandy Longarzo 2320 Fortune Drive Suite 120 Lexington, KY 40509		Veridian Attn: Doug Daffler 2710 W. Milwaukee St. Spencer, IA 51301
Draeger Attn: George Ballance 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085		GearGrid Attn: Jeff Anderson 670 S.W. 15th St. Forest Lake, Mn 55025		

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Hispanic Business Owners Organization NMSDC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

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For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: http://pioneerelectric.coop/resources/storm-restoration/ Bids due by 12/2/2019.

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ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR YOUR DIABETES.

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NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1915

SOLICITATION FOR: FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)** at the address listed below, until **5:00 PM PST** on **JANUARY 24TH, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC PUBLIC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1915 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may

also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales

under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by

appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12TH, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1915, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24TH, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on **JANUARY 24TH, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24TH, 2020 to MARCH 5TH, 2020.

Approximate date of award: MARCH 5TH, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP"
#1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60)

days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1915." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1915." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1915.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the

Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]
6.6 Post sale services issues. [Insert response in box below]
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]
6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

These specifications are intended to cover the complete range of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE). Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE:

- **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.
- **Requirement Standards (as applicable):**
  - All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.

  - All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.

  - At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.

  - Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.

- **Services:**
  - Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.

  - Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall

receive Purchaser's approval prior to processing order.

- All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.

- Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.

- Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

CATEGORIES: (Some of the below listed elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response).

- **Fire (Firefighter) Turnouts or Turnout Gear:** all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
- **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations.
- **EMS & General Fire Garments** (clothing designed to provide protection for emergency services personnel):
    - **Technical Rescue**
    - **Urban Search and Rescue**
    - **Emergency Medical Operations Protective Ensembles**
    - **Station Wear**
- **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, storage equipment, etc.
- **Maintenance & Cleaning Services**:
- **Protective Garment Laundry Machines** this would include extractors (e.g. mechanical machines, chemicals for processing, and drying devices).**:**
    - **Garment Decontamination**

- **Garment Care**
- **Other:**

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

EXAMPLE

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Fighting Protective Gear	
EMS & General Fire Garments	
• Technical Rescue	
• Urban Search and Rescue	
• Emergency Medical Operations Protective Ensembles	
• Station Wear	
Helmets	
Gloves	
Boots	
Accessories	
Protective Garment Laundry Machines	
• Extractors	
• Decontamination chemicals	
Maintenance & Cleaning Services	
Other	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:

Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15			Comments:
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...
BY:

Date: 3/26/2020

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Merced ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: Janet German
Address: City of Merced Fire Dept
99 E. 16th St.
Merced, CA 95340
Telephone No.: 209 385 6982
Email: germanj@cityofmerced.org

APPROVED AS TO FORM:

Phaedra A Norton 6/3/21
PHAEDRA A. NORTON Date
City Attorney

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Origin, freight added. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: [signature] 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/27/2020

VENDOR:

Signature: DocuSigned by: Nick Lawrence 103BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 3/27/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
Globe	Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles REAXTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard	Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss	Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse	Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield	Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby	Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots	Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical	Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND	Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont	Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations	Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor	Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler	Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland	Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI	Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor	Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA	Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway	Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

DocuSign Envelope ID: F30253CF-4A9F-4AF8-A575-FF6F88815B14

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F30253CF-4A9F-4AF8-A575-FF6F88815B14

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F30253CF-4A9F-4AF8-A575-FF6F88815B14

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

DocuSign SECURED

Certificate Of Completion

Envelope Id: F30253CF4A9F4AF8A575FF6F88815B14
Subject: RFP 1915 LOC and Curtis MPA Agreement
Source Envelope:
Document Pages: 17
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 162.248.184.11

Record Tracking

Status: Original
3/27/2020 12:15:21 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.41.56	Sent: 3/27/2020 12:19:16 PM Viewed: 3/27/2020 1:59:35 PM Signed: 3/27/2020 2:01:35 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2020 4:42:06 PM ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 3/27/2020 2:01:37 PM Viewed: 3/27/2020 2:56:47 PM Signed: 3/27/2020 2:57:01 PM
Electronic Record and Signature Disclosure: Accepted: 3/27/2020 2:56:47 PM ID: a193b94e-a1bf-4f3d-afb8-6845d345be5f		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2020 2:01:37 PM
Certified Delivered	Security Checked	3/27/2020 2:56:47 PM
Signing Complete	Security Checked	3/27/2020 2:57:01 PM
Completed	Security Checked	3/27/2020 2:57:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

LEAGUE OF OREGON CITIES
Fire Fighter Personal Protective Equipment Solicitation Synopsis
Solicitation No. 1915

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighter Personal Protective Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighter Personal Protective Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1915) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

The RFP was published in USA Today on November 12th, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on February 21st, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

LION: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Veridian: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067		MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488		Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477		Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794		NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
Unimac Attn: Philip Lapenta PO Box 990 Shepard Street Ripon, WI 54971		HAIX Attn: Sandy Longarzo 2320 Fortune Drive Suite 120 Lexington, KY 40509		Veridian Attn: Doug Daffler 2710 W. Milwaukee St. Spencer, IA 51301
Draeger Attn: George Ballance 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085		GearGrid Attn: Jeff Anderson 670 S.W. 15th St. Forest Lake, Mn 55025		

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

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Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Minority Business Owners Organization NMBOC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

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Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: http://pioneerelectric.coop/resources/storm-restoration/ Bids due by 12/2/2019.

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- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate
- Discover how STEM CELLS can help your vision.

1-800-430-9328 www.USAEyeReport.com
Edward Kondrot, MD Board Certified Ophthalmologist

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Advertise in USA TODAY's Marketplace!
Call:1-800-397-0070

HEALTH / FITNESS

INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKAMED OR INVOKAMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:
800-804-8248

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NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1915

SOLICITATION FOR: FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)** at the address listed below, until **5:00 PM PST** on **JANUARY 24TH, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC PUBLIC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1915 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may

also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales

under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by

appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12TH, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1915, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24TH, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on **JANUARY 24TH, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24TH, 2020 to MARCH 5TH, 2020.

Approximate date of award: MARCH 5TH, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP"
#1915
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60)

days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1915." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1915." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1915.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the

Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]

6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]

6.6 Post sale services issues. [Insert response in box below]

6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]

6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

These specifications are intended to cover the complete range of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE). Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE:

- **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.
- **Requirement Standards (as applicable):**
  - All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.

  - All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.

  - At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.

  - Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.

- **Services:**
  - Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.

  - Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall

receive Purchaser's approval prior to processing order.

- All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.

- Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.

- Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

CATEGORIES: (Some of the below listed elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response).

- **Fire (Firefighter) Turnouts or Turnout Gear:** all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
- **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations.
- **EMS & General Fire Garments** (clothing designed to provide protection for emergency services personnel):
    - **Technical Rescue**
    - **Urban Search and Rescue**
    - **Emergency Medical Operations Protective Ensembles**
    - **Station Wear**
- **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, storage equipment, etc.
- **Maintenance & Cleaning Services**:
- **Protective Garment Laundry Machines** this would include extractors (e.g. mechanical machines, chemicals for processing, and drying devices).**:**
    - **Garment Decontamination**

- **Garment Care**

- **Other:**

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

EXAMPLE

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Fighting Protective Gear	
EMS & General Fire Garments	
• Technical Rescue	
• Urban Search and Rescue	
• Emergency Medical Operations Protective Ensembles	
• Station Wear	
Helmets	
Gloves	
Boots	
Accessories	
Protective Garment Laundry Machines	
• Extractors	
• Decontamination chemicals	
Maintenance & Cleaning Services	
Other	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:

Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15			Comments:
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...

BY:
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Merced ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: Janet German

Address: City of Merced Fire Dept
99 E. 16th St.
Merced, CA 95340

Telephone No.: 209 385 6982

Email: germanj@cityofmerced.org

APPROVED AS TO FORM:

Phaedra A. Norton 6/3/21

PHAEDRA A. NORTON Date
City Attorney

DocuSign Envelope ID: 09CC0DC7-59E8-4F0D-869C-F8EA5619CA08

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Cascade Fire Equipment Company ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

CASCADE FIRE EQUIPMENT COMPANY
P.O. Box 4248
Medford, OR 97501
ATTN: Jim Albright
Email: jim@cascadefire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____

38C340F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/24/2020

VENDOR:

DocuSigned by:

Signature: Jim Albright

C93BD845994F480...

Printed Name: Jim Albright

Title: SALES MANAGER

Cascade Fire Equipment Company

Dated: 3/25/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	25%
Wildland Fire Fighting Protective Gear	10%
EMS & General Fire Garments	-
• Technical Rescue	-
• Urban Search and Rescue	-
• Emergency Medical Operations Protective Ensembles	-
• Station Wear	15%
Helmets	25%
Gloves	15%
Boots	15%
Accessories	15%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	-
Other	-

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 09CC0DC7-59E8-4F0D-869C-F8EA5619CA08

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 09CC0DC7-59E8-4F0D-869C-F8EA5619CA08

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

DocuSign SECURED

Certificate Of Completion

Envelope Id: 09CC0DC759E84F0D869CF8EA5619CA08
Subject: RFP 1915 LOC & Cascade Fire Agreement
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

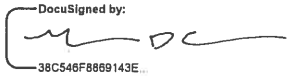
Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 162.248.184.11

Record Tracking

Status: Original
3/24/2020 4:46:07 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jim Albright jim@cascadefire.com Security Level: Email, Account Authentication (None)	DocuSigned by: Jim Albright C93BD845994F480... Signature Adoption: Pre-selected Style Using IP Address: 207.55.226.14	Sent: 3/24/2020 4:57:20 PM Viewed: 3/25/2020 10:35:41 AM Signed: 3/25/2020 10:36:40 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2020 10:35:41 AM ID: 60f6fe93-00e8-411d-948b-02ae71721869		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219 Signed using mobile	Sent: 3/24/2020 4:57:20 PM Viewed: 3/24/2020 5:52:26 PM Signed: 3/24/2020 5:52:39 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2020 5:52:26 PM ID: 3a894163-a9a0-4750-a743-e04c1053bad0		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2020 4:57:20 PM
Certified Delivered	Security Checked	3/25/2020 10:35:41 AM
Signing Complete	Security Checked	3/25/2020 10:36:40 AM
Completed	Security Checked	3/25/2020 10:36:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.6. Meeting Date: 6/21/2021

Report Prepared by: Jeff Bennyhoff, Director of Information Technology

SUBJECT: Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with Competitively Bid Contracts; (State of California Cooperative Agreement Software VAR # 7-16-70-37, Monterey County Office of Education CALSAVE #530067, State of Utah Cooperative Online Marketplace Contract MA3458, and Sourcewell Contract #081419) with CDW-G in a not to Exceed Amount of $180,000 in Fiscal Year 2021/2022

REPORT IN BRIEF

Approval to waive the competitive bid process to allow for the cooperative purchase with competitively bid contracts; (State of California Cooperative Agreement Software VAR #7-16-70-37, Monterey County Office of Education CALSAVE #530067, State of Utah Cooperative Online Marketplace Contract MA3458, and Sourcewell Contract #081419) with CDW-G in a not to exceed amount of $180,000 in Fiscal Year 2021/2022

RECOMMENDATION

City Council - Adopt a motion:

A. Approving to waive the competitive bidding requirements due to piggybacking; and,

B. Approving the State of California Cooperative Agreement Software VAR #7-16-70-37; and,

C. Approving the Monterey County Office of Education CALSAVE agreement #530067; and,

D. Approving the State of Utah cooperative online marketplace contract MA3458; and,

E. Approving the Sourcewell contract #081419; and,

F. Authorizing the City Manager or designee to execute the necessary documents; and,

G. Authorizing the Finance Officer to make necessary budget adjustments; and,

H. Authorizing the purchase of $180,000 of goods through CDW-G.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions as specified by the City Council; or,
3. Deny the request; or,

4. Refer back to staff for reconsideration of specific items as requested by the Council;

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the FY 20/21 Adopted Budget.

DISCUSSION
The City purchases a variety of technology goods through CDW-G each fiscal year. To ensure the City receives the best possible rate for these goods the City can utilize several competitively bid contracts from other agencies. These contracts cover hundreds of thousands of technology items offered through CDW-G online marketplace. In a single purchase the City can leverage multiple contracts to ensure the best pricing per item. For example, we may purchase a printer, a printer cable, ink, and special software to print labels. Each of these items have different pricing depending upon the contract utilized. We may use the Sourcewell contract for the printers, the Calsave contract for the printer cable, and the State of Utah contract for the ink and software. Although hundreds of thousands of items are offered through these contracts not every item the City purchases from CDW-G will be on these contracts.

All of the contracts were publicly bid through their respective agency. By utilizing these competitively bid contracts the City has no obligation to purchase goods through CDW-G. City staff will continue to get quotes for goods from several vendors. If CDW-G is the lowest priced vendor while utilizing these contracts, we will procure through them. If another vendor provides a quote at a lower price point, we will procure with that vendor. These contracts only ensure we get the lowest possible rate when applicable though CDW-G. The City has purchase everything from ruggedized computers, monitors and software to computer cables and accessories through CDW-G.

IMPACT ON CITY RESOURCES
In the last two fiscal years the City has an average annual spending of $178,526 with CDW-G. These purchases account for spending across all City departments. As the City has spent on average $178,526 annually over the last two fiscal years it would be prudent to authorize the expenditure up to $180,000 in fiscal year 2021/2022 to CDW-G. For any expenditure above this threshold we will come back to Council for additional expenditure authority. This authorization does not encumber or expend any funds, it only grants the authority to expend funds if the City needs to purchase goods. If the City expends below this threshold amount, no funds will be lost.

ATTACHMENTS
1. State of California Cooperative Agreement Software VAR #7-16-70-37
2. Monterey County Office of Education CALSAVE agreement #530067
3. State of Utah cooperative online marketplace contract MA3458
4. Sourcewell contract #081419

STATE OF CALIFORNA DEPARTMENT OF GENERAL SERVICES
COOPERATIVE AGREEMENT – SUPPLEMENT 7
CONTRACT NO. 7-16-70-36; 7-16-70-37
SOFTWARE VAR (NASPO VALUEPOINT)

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____ 5/6/21
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

PROCUREMENT DIVISION
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

COOPERATIVE AGREEMENT
USER INSTRUCTIONS
NON-MANDATORY
Supplement 7

Effective Date: 04/02/2021

TITLE	*DESCRIPTION*
TITLE/DESCRIPTION:	Software VAR (NASPO ValuePoint)
CONTRACT NUMBERS:	7-16-70-36 SHI International, Corp. 7-16-70-37 CDW Government LLC
CONTRACT TERM:	VARIOUS through 01/07/2022
CONTRACT CATEGORY:	IT Goods
MAXIMUM ORDER LIMIT:	State Agencies: $1,500,000 (See section 6.E) Local Governmental Agencies: Unlimited
FOR USE BY:	State and Local Governmental Agencies (See Section 2)
STATE CONTRACT ADMINISTRATOR:	Julie Matthews (916) 375-4612 Julie.Matthews@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

Notice to State Agencies: Products and/or services under the Software publishers identified in the pricing submission sheet are NOT available if the products and/or services are currently available under the Software Licensing Program (SLP). This restriction does not apply to local governmental agencies.

ORIGINAL ON FILE
Julie Matthews, State Contract Administrator

SUMMARY OF CHANGES

Supplement Number	Description/Sections	Supplement Effective Date
7	Supplement 7 replaces and supersedes previous User Instructions version. Revisions include: • Cover Page – Updated Contract Term End date to 1/7/2022. • Section 3 (Contract Term) – Updated Contract Term End date to 1/7/2022. • Attachment A – Updated Term End date to 1/7/2022 for both agreements (7-16-70-36 and 7-16-70-37)	4/02/2021

To obtain copies of previous User Instructions, please contact the State Contract Administrator listed in Section 4 (Contract Administrators).

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USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum (hereafter referred to as "California Cooperative Agreement" or "Cooperative Agreement") with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Software VAR Master Agreements executed by the State of Arizona.

These Cooperative Agreements provide state and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual Cooperative Agreements. Attachment A identifies specific Cooperative Agreement information by Contractor.

Note: Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all state agencies and local governmental agencies eligible to utilize these agreements. Ordering and usage instructions exclusive to state or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Agencies

1) Use of these agreements is non-mandatory for State of California agencies.

2) State agencies are restricted from using these agreements for products and services available on Software Licensing Program (SLP). See Section 5.C (Available Products and Services) and 5.D (Restricted/Disallowed Products and Services) for more information.

B. Local Governmental Agencies

1) Use of these agreements is optional for local governmental agencies.

2) Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.

3) Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

3. CONTRACT TERM

The term for these California Cooperative Agreements is from the date of the State's approval through January 7, 2022, or upon termination by the State, whichever occurs first. See Attachment A for individual agreement start and expiration dates.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the Cooperative Agreement. Delivery of products or completion of services may be after the Cooperative Agreement expiration date.

4. CONTRACT ADMINISTRATOR

A. DGS-PD and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

B. The State Contract Administrator for these agreements is:

Administrator Information	State Contract Administrator
Name:	Julie Matthews
Telephone:	(916) 375-4612
Email:	Julie.Matthews@dgs.ca.gov
Address:	DGS, Procurement Division Attn: Julie Matthews 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Contractor Contract Administrator contact information is outlined in Attachment A.

5. CONTRACT INFORMATION

A. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Cooperative Agreements are based on some or all of the products, services and prices from the NASPO ValuePoint Software VAR agreements issued by the State of Arizona. Copies of the Arizona NASPO ValuePoint agreements are available on the NASPO ValuePoint Software VAR website (https://www.naspovaluepoint.org/portfolio/software-var-2016-2021).

B. California Cooperative Agreements (Participating Addendum Documents)

California Cooperative Agreements, price lists and related documents are posted in Cal eProcure (https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx). Direct links to each agreement in Cal eProcure are found in Attachment A.

C. Available Products and Services

The California Cooperative Agreements are limited to the purchase and warranty of software, software maintenance and technical support that is NOT currently available under the Software Licensing Program (SLP).

Prior to purchasing under these Cooperative Agreements, state agencies must:

- Check the DGS-PD SLP website (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Software-Licensing-Program); and/or
- Contact SLP (slp@dgs.ca.gov)

D. Restricted/Disallowed Products and Services

1) Consulting
2) Configuration/Customization of software
3) Installation
4) Training
5) Cloud products/services

E. Contractor Pricing

Pricing is based on a Reseller Cost formula [Reseller Cost + (Reseller Cost x Markup/Down)]. Price Lists for each contractor are posted on Cal eProcure. Links to each Contractor's Cal eProcure website are identified in Attachment A.

F. Small Business/Disabled Veteran Business Enterprise Participation

There is no California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for these Cooperative Agreements.

6. CONTRACT USAGE/RULES

A. Adherence to Applicable Laws (State Agencies Only)

State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual).

B. Purchase Authority (State Agencies Only)

The acquisition method and type for these agreements are:

Acquisition Method	Acquisition Type
Cooperative Agreements (requiring further competition within the category)	IT Goods/Services

Prior to executing subscription agreements, state agencies must have been granted purchasing authority by DGS-PD for the use of the acquisition method and type

listed above. For more information, contact the DGS-PD Purchasing Authority Management Section at pams@dgs.ca.gov.

C. California Seller's Permit (State Agencies Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, state agencies should verify that permits are currently valid on California Department of Tax and Fee Administration (CDTFA) website (www.cdtfa.ca.gov/). State agencies must adhere to the file documentation required in the State Contracting Manual Volume, as applicable.

D. DGS Administrative Fee

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractors for use of these agreements.

E. Order Limits/Dollar Thresholds (State Agencies Only)

State agencies may execute orders, including amendments, up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each State agency's purchasing authority is listed by acquisition method and type on their Purchasing Authority Approval Letter (PAAL).

Pursuant to Public Contract Code Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading bidding requirements or to circumvent ordering limits is prohibited.

F. Civil Rights Certification (orders $100,000 or above) (State Agencies Only)

Contractors have a signed California Civil Rights Laws Certification on file with the DGS-PD.

G. Iran Contracting Act Certification (orders over $1 million) (State Agencies Only)

Contractors have a signed Iran Contracting Act Certification on file with the DGS-PD. Prior to award, State Ordering Agency must check the "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act, 2010 List" posted by DGS to confirm awardee is not listed as an ineligible business.

7. ORDERING PROCEDURES

A. Contractor Selection Process

1) State Agencies

State agencies electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

a) *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:

- All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO;
- A detailed list of the software, maintenance and technical support requested; and
- Bidder Declaration (GSPD 05-105)

b) *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of two Contractors.

- If multiple Contractors are solicited and less than two offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
- Orders valued less than $10,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.

c) *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.

d) *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining "best value". Ordering Agencies have the option to use the Best Value Determination Worksheet (available in the State Contracting Manual) or the agency's own form to document the results.

e) *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section 7.B (Purchase Order Form).

2) Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section 7.A.1 above or other process in accordance with their procurement policies and regulations.

B. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Cooperative Agreement number as shown in Attachment A.

1) State Agencies

a) *STD 65 Purchase Documents* – State Agencies not transacting in FI$Cal must use the Purchasing Authority Purchase Order (STD 65) for purchase execution. An electronic version of the STD 65 is available at the DGS-PD website (https://www.dgs.ca.gov/PD/Forms).

b) *FI$Cal Purchase Documents* – State agencies transacting in FI$Cal will follow the FI$Cal procurement and contracting procedures.

2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

8. INVOICING AND PAYMENT

A. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Payee Data Record

State Ordering Agencies not transacting in FI$Cal, must obtain a copy of the Payee Data Record (STD 204) in order to process payments. State Ordering Agencies forward a copy of the STD 204 to their Accounting office(s). Without the STD 204, payment may be unnecessarily delayed.

C. CAL-Card

State agencies may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a purchase order document as referenced in Section 7.B (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve state agencies from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

9. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

ATTACHMENT A – Contractor Information

Item	Agreement Detail
Cooperative Agreement	**7-16-70-36**
Contractor Name	**SHI International, Corp.**
Term	10/12/2016 through 01/07/2022
Link to Cal eProcure	Cal eProcure 7-16-70-36 webpage
Lead State Agreement	Arizona NASPO ValuePoint Master Agreement #ADSPO16-130651
Product/Service Categories	Software, Maintenance and Technical Support
Sellers' Permit Number	99377422 (See Section 6.C)
CAL-Card Accepted	Yes (See Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	David Pereira Phone: (925) 719-7345 Email: david_pereira@shi.com Alison Turner Phone: 425-974-5997 Email: alison_turner@shi.com
Ordering Address	SHI International, Corp. 290 Davidson Avenue Somerset, NJ 08873
Ordering Email	david_pereira@shi.com
Ordering Fax	N/A
Ordering Contact	David Pereira (925) 719-7345
Authorized Resellers	N/A

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	**7-16-70-37**
Contractor Name	**CDW Government LLC**
Term	10/12/2016 through 01/07/2022
Link to Cal eProcure	Cal eProcure 7-16-70-37 webpage
Lead State Agreement	Arizona NASPO ValuePoint Master Agreement #ADSPO16-130652
Product/Service Categories	Software, Maintenance and Technical Support
Sellers' Permit Number	101346422 (See Section 6.C)
CAL-Card Accepted	Yes (See Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Jason Schwartz Phone: (800) 808-4239 Email: jasons@cdw.com
Ordering Address	CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061
Ordering Email	jasons@cdw.com
Ordering Fax	N/A
Ordering Contact	Jason Schwartz (800) 808-4239
Authorized Resellers	N/A

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-70-37
SOFTWARE VAR
ARIZONA NASPO ValuePoint Master Agreement No. ADSPO16-130652
CDW GOVERNMENT LLC (Contractor)

This Participating Addendum Number 7-16-70-37 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and CDW Government LLC (hereafter referred to as "Contractor") under the lead State of Arizona NASPO ValuePoint Master Price Agreement Number ADSPO16-130652.

1. Scope

A. This Participating Addendum covers the purchase of Software, Maintenance and Technical Support under the Arizona NASPO ValuePoint Master Price Agreement Number ADSPO16-130652. The NASPO ValuePoint Master Agreement is hereby incorporated by reference.

B. This Participating Addendum is available for use by California state agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Arizona NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. Term

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end April 7, 2018, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Incorporation of Documents

Terms and conditions of the following exhibits are hereby incorporated and made a part of this Participating Addendum:

- State Information Technology (IT) General Provisions GSPD401IT, effective 09/05/14 (12 pages)

4. Order of Precedence

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

A. California Participating Addendum Number 7-16-70-37
B. Arizona NASPO VALUEPOINT Master Price Agreement Number ADSPO16-130652

5. Available Products and Services

This contract is limited to the purchase and warranty of software, software maintenance and technical support that is not currently available under the Software Licensing Program (SLP). Prior to purchasing under this Participating Addendum, state agencies must check the DGS PD SLP website at: http://www.dgs.ca.gov/pd/Programs/Leveraged/SLP/SLPPublishers.aspx

6. Productive Use Requirements

Each software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the Contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for software operation prior to approval of the replacement item on the SLP.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Prior Operation
More than $100,000	8 months
$10,000 up to $100,000	4 months
Less than $10,000	1 month

Category 2 - Non-Critical Software: Information technology equipment is defined in SAM Section 4819.2.

Cost	Prior Operation
More than $100,000	6 months
$10,000 up to $100,000	4 months
Less than $10,000	1 month

7. The following product/service offerings are prohibited under this Participating Addendum.

A. Hardware

B. Consulting

C. Configuration/Customization of software

D. Installation

E. Training

F. Cloud products/services

8. Maximum Order Limit

Orders placed under this Participating Addendum have a maximum limit of $250,000.

9. Percentage of Reseller Cost

Contractor shall submit a reference document that identifies the percentage of Reseller Cost for each software publisher (manufacturer) offered under this Participating Addendum. On high volume single orders, Resellers are to negotiate to reduce Reseller Cost, to pass on savings to the State. All Resellers are to honor all quotes for thirty (30) days. If it is known that a price increase will occur during the thirty (30) calendar days following the quote, the Resellers may provide two quotes, based upon the date the order is received.

10. Software Maintenance Renewals

Maintenance renewals for software product purchases shall be fixed at the agencies' prior applicable rates (or lower), with a 0% uplift (no up-lift) and no additional increases, fees or charges added, for the duration of this PA.

11. Delivery

30 days after receipt of order, or as negotiated between agency and Contractor and included in the purchase order.

12. Shipping

F.O.B. (Free On Board) Destination

13. Ordering Agency Responsibilities

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. A User Instructions guide will be prepared and administered by the State Contract Administrator.

C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

14. Contractor Responsibilities

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

15. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

Unless otherwise stipulated, the contractor must send their invoices to the department address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. The company name on the Participating Addendum, purchase order and invoice must match or the State Controller's Office will not approve payment.

16. Usage Reporting

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template provided by the state.

B. The report is due even when there is no activity.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

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

17. Administrative Fee

A. Contractor shall submit a check, payable to the State of California, remitted to the NASPO ValuePoint Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Price Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

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

Reporting Period	Due Date

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

18. Contract Management

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

Contractor:	CDW Government LLC
Name:	Jason Schwartz
Phone:	800-808-4239
E-Mail:	JasonS@cdw.com
Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061

B. Should the Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

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

Name:	Steve Lower
Phone:	(916) 375-4539
Fax:	(916) 375-4663
E-Mail:	Steve.lower@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

D. Should the State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

19. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

20. Amendment

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

21. Agreement

A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Arizona NASPO ValuePoint Master Price Agreement Number ADSPO16-130652, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		CDW Government LLC	
By:		By:	
Name:	Jim Butler	Name:	Tara K. Barbieri
Title:	Deputy Director	Title:	Director, Program Sales
Date:	November 18, 2016	Date:	4 NOV 2016

Reviewed
By:

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

a) "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

b) "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

c) "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.

d) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

e) "Buyer" means the State's authorized contracting official.

f) "Commercial Hardware" means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

g) "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

h) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

i) "Custom Software" means Software that does not meet the definition of Commercial Software.

j) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

k) "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

l) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.

m) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

n) "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

o) "Documentation" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.

p) "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).

q) "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

r) "Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

s) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

t) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

u) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

v) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

w) "Machine" means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

x) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

y) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

z) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

aa) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

bb) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

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cc) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

dd) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

ll) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

mm) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to

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its attention, regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (I) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (II) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (III) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
   a) These General Provisions – Information Technology (in the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
   b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
   c) Other Special Provisions;
   d) Statement of Work, including any specifications incorporated by reference herein;
   e) Cost worksheets; and
   f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:
   a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
      i) show the number of the container and the total number of containers in the shipment; and
      ii) the number of the container in which the packing sheet has been enclosed.
   b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
   c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
   a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
   b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
   c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:
   a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

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b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..

e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

18. WARRANTY:

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

c) Unless otherwise specified in the Statement of Work:

(i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

(ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.

(iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:

(i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

(ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee; shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.

h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

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

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION:

a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.

c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

a) The State may use the Software Products in the conduct of its own business, and any division thereof.

b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

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c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

(i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

(ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

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infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
   (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
   (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
   (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

(I) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and

(II) will not act as consultant to any person or entity that does receive a Contract described in sub-section (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:

(I) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;

(II) development or design of test requirements;

(III) evaluation of test data;

(IV) direction of or evaluation of another Contractor;

(V) provision of formal recommendations regarding the acquisition of Information Technology products or services; or

(VI) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

(I) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or

(II) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall

be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

(I) the assignee has not been injured thereby, or

(II) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

(I) will receive a copy of the company's drug-free policy statement; and,

(II) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIRMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et.seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

62. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

CALIFORNIA PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SOFTWARE VAR
CDW GOVERNMENT LLC
7-16-70-37 AMENDMENT 1

The parties hereto mutually agree to amend Participating Addendum No. 7-16-70-37 as follows:

The contract term is extended from April 7, 2018 to April 7, 2019.

All other terms and conditions of the original Participating Addendum and any amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:		CDW Government LLC	
By:		By:	
for Name:	Rhonda Smith	Name:	Tara K. Barbieri
Title:	Section Chief	Title:	Director, Capture
Date:	4/10/2018	Date:	3/21/18

JD

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-70-37
AMENDMENT NO. 2

Software VAR

Arizona NASPO ValuePoint Master Agreement No. ADSPO16-130652

CDW Government LLC (Contractor)

This Amendment 2 (**"Amendment"**) for Participating Addendum Number 7-16-70-37 (**"Participating Addendum"**) is entered into between the State of California, Department of General Services (**"DGS"** or **"State"**) and CDW Government LLC (**"Contractor"**). The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from April 7, 2019 to April 7, 2020. **Section 2. TERM, Subpart A** is revised to read as follows:

   The term of this Participating Addendum shall begin upon signature approval by the State and end April 7, 2020, or upon termination, whichever occurs first.

2. **Section 18. CONTRACT MANAGEMENT, Subpart C** is amended to read as follows:

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

Name:	Julie Matthews
Phone:	(916) 375-4612
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services
Agency Name

3-15-19
Signature of Authorized Signer *Date Signed*

PATRICK B. MALLON MANAGER
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

CDW Government LLC
Contractor Name

26 Feb 2019
Signature of Authorized Signer *Date Signed*

Tara R. Barbieri
Director, Capture
Printed Name and Title of Authorized Signer

230 N. Milwaukee Ave
Vernon Hills, IL 60061
Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM 7-16-70-37
AMENDMENT 3

SOFTWARE VAR

Arizona NASPO ValuePoint Master Agreement No. ADSPO16-130652

CDW Government LLC (Contractor)

This Amendment 3 ("**Amendment**") for Participating Addendum Number 7-16-70-37 ("**Participating Addendum**") is entered into between the State of California, Department of General Services ("**DGS**" or "**State**") and CDW Government LLC ("**Contractor**"). The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from April 7, 2020 to April 7, 2021. **Section 2. TERM, Subpart A** is revised to read as follows:

   The term of this Participating Addendum shall begin upon signature approval by the State and end April 7, 2021, or upon termination, whichever occurs first.

2. **Section 8. MAXIMUM ORDER AMOUNT** is deleted in its entirety.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services
Agency Name

Stephanie A 3/19/2020
Authorized Signature *Date Signed*

Stephanie Lim / MMA2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

CDW Government LLC
Contractor Name

03-13-2020
Authorized Signature *Date Signed*

Director, Program Sales
Printed Name/Title of Person Signing

Two Corporate Drive
Address Shelton, CT 06484

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM 7-16-70-37
AMENDMENT 4

SOFTWARE VAR

Arizona NASPO ValuePoint Master Agreement Number ADSPO16-130652

CDW Government LLC (Contractor)

The parties mutually agree to amend Participating Addendum 7-16-70-37 as follows:

1. Agreement is extended from April 7, 2021 to January 7, 2022. **Section 2. TERM, Subpart A** is revised to read as follows:

   The term of this Participating Addendum shall begin upon signature approval by the State and end January 7, 2022, or upon termination by the State, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		CDW Government LLC	
Agency Name		*Contractor Name*	
	4/1/2021		March 30, 2021
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Stephanne Lim, MAU2 Supervisor		Dario J. Bertocchi	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		230 N. Milwaukee Ave Vernon Hills, IL 60061	
Address		*Address*	

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 5/6/21
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

Monterey County Office of Education

Technology Catalog Bid # 530067

Awarded to CDWG

Proof of Publication

(2015.5 C.C.P.)

Salinas Newspapers, Inc.
1093 S Main ST STE 101
Salinas CA 93901
831-424-2222/Fax: 831-754-7156

State Of California ss:
County of Monterey

EPYLON CORP
630 SAN RAMON VALLEY BLVD STE 210

DANVILLE CA 94526

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I hereby certify that the attached advertisement appeared in said newspaper on the following dates:

Newspaper: **The Salinas Californian**
10/25/19, 11/01/19

I acknowledge that I am a principal clerk of the printer of said paper, which is published in the City of Salinas, County of Monterey, State of California. The Salinas Californian is printed and published daily, except Sunday and has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California. El Sol is printed and published weekly on Saturday and has been adjudged a newspaper of general circulation by the Superior Court of Monterey, State of California.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on this
1st of November 2019.

Declarant

MONTEREY COUNTY OFFICE OF EDUCATION

Invitation to Bid # 530067
Technology Catalog Bid

Deadline, 3:00 p.m. Tuesday, November 19, 2019

Notice is hereby given that the Superintendent of Schools of the Monterey County Office of Education, hereinafter referred to as MCOE, will receive up to, but no later than 3 p.m. Friday, Tuesday, November 19, 2019, sealed bids for the award of a contract for a Technology Catalog bid.

The Monterey County Office of Education is seeking bids for use of a comprehensive technology catalog for one-stop shopping by the Monterey County Office of Education and other eligible California agencies. MCOE is cooperating with CalSave, a cooperative purchasing program, and intends that items authorized under this bid and contract be piggybackable for purchase by other agencies throughout California and that items under contract be part of a Standard School Supply and Equipment List as described in bid documents.

Bids will be submitted electronically. Interested suppliers must register at www.epylon.com, if not already a member of the Epylon supplier network, to obtain bid documents and submit bids. There is no fee to register or to bid using the Epylon bid system. Each bid must conform and be responsive to the bid documents.

Electronic bids shall be opened and read publicly at 3 p.m. Tuesday, November 19, as described in bid documents. MCOE reserves the right to reject all bids, and/or to waive any irregularity in a bid.

Bidders may not withdraw their bids for a period of ninety (90) days after the date set for opening of bids.

Garry P. Bousum
Associate Superintendent
Administration and Business Services
Monterey County Office of Education

Oct 25, Nov 1, 2019 (3858377)

Ad#:0003858377
P O :
# of Affidavits :0.00

This is not an invoice

CONTRACT SIGNATURE PAGE

MONTEREY COUNTY OFFICE OF EDUCATION
Invitation to Bid # 530067

Technology Catalog Bid

1. Pursuant to and in compliance with Invitation for Bid #530067, its Terms and Conditions, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposes and agrees to perform, within the time stipulated, everything required by this agreement at the service levels offered and at the discounts or mark-ups offered and any resulting effective prices herein set forth.

2. Awarded Vendor agrees to comply with the Monterey County Office of Education Terms and Conditions as written in the Invitation to Bid #530067.

4. Bidder certifies, by affixing his/her signature below, that all of the products being offered or to be offered under this bid solicitation are legally valid licenses and products free of any copyright violation and that all items offered are in full compliance with specifications and Terms and Conditions of the Invitation to Bid and applicable California law.

5 It is understood that the Monterey County Office of Education reserves the right to reject this bid as specified in the Invitation to Bid and that the bid shall remain open and not be withdrawn for a period of ninety (90) days.

6. By signing below and if countersigned by MCOE, Bidder enters into an agreement with Monterey County Office of Education, obligating his/her company to this Contract and all Terms and Conditions of Invitation to Bid #530067.

Bidder

CDW Government LLC

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

By: Tara K Barbieri

Name: Tara K. Barbieri

Title: VP Services Orchestration

Date: 11/15/2019

MCOE

Monterey County Office of Education

901 Blanco Circle

Salinas, California 93912-0851

By:

Name:

Title:

Date: 12-10-19

For Dr. Deneen Guss
County Superintendent of Schools

Technology Catalog Bid # 530067
Executive Summary

The Monterey County Superintendent of Schools has awarded a contract to CDW-G of Vernon Hills, Illinois, for products contained in a commercially available technology catalog. More than 100,000 items are available from the CDW-G catalog under this contract, and each item is priced according to a variable discount structure.

The contract was awarded based on a competitive, sealed bid conducted according to the procedures of the California Public Contract Code. The bid was advertised in the Salinas *Californian* a newspaper of general circulation in Monterey County for two consecutive weeks (October 25th and November 1st, 2019).

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Awards were based on lowest effective prices among any responsive and responsible bidders. The effective start date for this Contract is January 1, 2020, after having been signed and awarded by the county Superintendent of schools. The Monterey County Superintendent of Schools is an elected officer and derives her authority from the California Constitution. Therefore, no further approval from a board of education is needed for this contract.

The contract is good through an initial term that ends December 31, 2022, and it may be extended as allowed by law and contract terms.

Piggybackable language is included in the contract to allow use of the contract by all eligible school districts -- if they find it in their best interest -- as well as community colleges, county offices of education, charter schools and other eligible California agencies as allowed under Sections 20118 and 20652 (and others) of the California Public Contract Code.

Piggybackable language can be found in Sections I.10, I.11, and I.12 of the bid terms and conditions. A bid attachment consisting of 47 pages lists by name those education agencies eligible to buy, including school districts and county offices of education. The omission of any agency or local government is not intended to preclude any unnamed school district or agency from buying.

As added protection, school districts in Monterey County may purchase items in the catalog under the authority of county's Standard School Supply and Equipment List and no "best interest" finding is necessary.

School districts within counties that have adopted Standard School Supply and Equipment rules and joint-powers agreements as part of the EdBuy/CalSave programs may buy under the authority of Education Code 38110 and 38112 without a "best interest" finding.

School districts that have filed a resolution of cooperative purchasing program membership in the EdBuy program may buy under the authorities of Education Code 38110 and 38112 without a "best interest" finding, if their resolution is on file with their county office of education.

CDW-G's contract manager for this contract is as follows:

David White
CDW-G
Program Manager

230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 312-547-2848
Email: davidwh@cdw.com

With regard to pricing, the percent discount for products in specific categories is fixed for the term of the contract. However, buyers should be cautious that bid pricing may change as catalog list prices change. The price-quote attachment to this documentation is provided as evidence of the pricing structure submitted for bid evaluation purposes of individual line items. Current prices may be different, but will be consistent with the bid's discount structure. Any school district that notes a deviation in pricing – where quoted or invoiced pricing is higher than the bid formula allows – should immediately contact CalSAVE so that the price can be adjusted and the vendor held accountable for the correct price. As a matter of course, CALSAVE samples sales to ensure districts are getting the correct bid price or lower.

Current pricing may be found by contacting CDW-G. Current pricing also may be found through a link through posted on www.CalSave.org.

Bid Quote Sheet for Formula Pricing

My firm proposes -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the items noted on Bid Response tab of this workbook and to provide the remainder of items in our catalog(s) at the percent discount structures noted below.

Bidding Company Name >	CDW Government LLC	**A. Company**
Submitted By and Attested to By>	Tara K. Barbieri	**B. Bid Signatory**
	VP Services Orchestration	**C. Corporate Title**
	203.851.7031	**D. Phone Number**
	LinBens@cdw.com	**E. E-Mail Address**
	November 15, 2019	**F. Date**
Category of Products	Technology Catalog	**G.**
Description of Products	All Items In Catalog	**H.**
Method Used for Calculation of Final Effective Bid Prices >	Discount off Catalog Price	**I.**
Percent Discount (or use lines below for multiple discounts)>	See Variable Discounts Below	**J.**
Name of the Catalog(s) or Price List Used for Price Basis >		**K.**
Publication Date(s) of the Catalog(s)		**L.**

NOTE: If certain subcategories of your catalog are being bid at variable discounts, you must clearly identify below the subcategory grouping, the applicable percent and the method for determining the final effective bid price. If you have more than 50 catagories, attach an additional spreadsheet file as an attachment to the bid.

	Clearly Defined Subcategory	Percent	
Subcategory No. 1	Accessories (A)	6.7500%	Discount
Subcategory No. 2	Power, Cooling & Racks (B)	5.0000%	Discount
Subcategory No. 3	Desktop Computers (C)	2.0000%	Discount
Subcategory No. 4	Data Storage/Drives (D)	5.2500%	Discount
Subcategory No. 5	Enterprise Storage (E)	7.7500%	Discount
Subcategory No. 6	Point of Sale/Data Capture (F)	4.0000%	Discount
Subcategory No. 7	Servers & Server Management (H)	4.0000%	Discount
Subcategory No. 8	Notebook/Mobile Devices (L)	3.2500%	Discount
Subcategory No. 9	NetComm Products (N)	9.0000%	Discount
Subcategory No. 10	Carts and Furniture (O)	5.2500%	Discount
Subcategory No. 11	Printing & Document Scanning (P)	1.5000%	Discount
Subcategory No. 12	Services (Partner Delivered) (Q)	7.2500%	Discount
Subcategory No. 13	Software (S)	5.7500%	Discount
Subcategory No. 14	Collaboration Hardware (T)	5.0000%	Discount
Subcategory No. 15	Video & Audio (V)	3.5000%	Discount
Subcategory No. 16	Cables (W)	15.0000%	Discount
Subcategory No. 17	Chromebooks (CBK)	1.2500%	Discount
Subcategory No. 18			Discount
Subcategory No. 19			Discount
Subcategory No. 20			Discount
Subcategory No. 21			Discount
Subcategory No. 22			Discount
Subcategory No. 23			Discount
Subcategory No. 24			Discount
Subcategory No. 25			Discount
Subcategory No. 26			Discount
Subcategory No. 27			Discount
Subcategory No. 28			Discount
Subcategory No. 29			Discount
Subcategory No. 30			Discount
Subcategory No. 31			Discount
Subcategory No. 32			Discount
Subcategory No. 33			Discount
Subcategory No. 34			Discount
Subcategory No. 35			Discount
Subcategory No. 36			Discount
Subcategory No. 37			Discount
Subcategory No. 38			Discount
Subcategory No. 39			Discount
Subcategory No. 40			Discount
Subcategory No. 41			Discount
Subcategory No. 42			Discount
Subcategory No. 43			Discount
Subcategory No. 44			Discount
Subcategory No. 45			Discount
Subcategory No. 46			Discount
Subcategory No. 47			Discount
Subcategory No. 48			Discount
Subcategory No. 49			Discount
Subcategory No. 50			Discount

CalSave
Education + Government Purchasing

MONTEREY COUNTY OFFICE OF EDUCATION

Invitation to Bid # 530067
Technology Catalog Bid

Deadline, Tuesday, November 19, 2019, 3 p.m.

I. Bid Overview & Authorities

I.1 BID TITLE
Technology Catalog Bid

I.2 BID NUMBER
Invitation to Bid Number 530067

I.3 ORGANIZATION OF BID TERMS AND CONDITIONS
Section and paragraph headings are provided for description and ease of reference only. They are not intended to be binding or to be used in the interpretation of the Contract. Any hyperlinks shown will carry the reader to related material. This bid is organized under the following topical areas:

I. Bid Overview & Authorities
II. Definitions
III. Bidder Status & Qualifications
IV. Bid Procedures and Instructions
V. Specifications
VI. Pricing
VII. Ordering, Shipping and Delivery
VIII. Evaluation and Awards
IX. Fees
X. Post-Award Requirements
XI. Contract Length & Termination Rights
XII. Other Terms and Conditions
XIII. Code Citations

I.4 BID SCOPE
The Monterey County Office of Education is seeking bids for use of a comprehensive technology catalog for one-stop shopping by the Monterey County Office of Education and other eligible agencies in California or elsewhere as allowed by law. The right to purchase from the Contract will be made available to all public school districts, K-12 private schools, charter schools, colleges, universities, municipalities, and other public agencies as allowed by law.

I.5 AGENCY ISSUING INVITATION FOR BID AND THE RESULTING CONTRACT
Monterey County Office of Education
Superintendent of Schools
901 Blanco Circle
P.O. Box 8081
Salinas, California 93912-0851

I.6 CALSAVE PROGRAM
The Monterey County Office of Education is issuing this bid in cooperation with the CalSave program, the purchasing cooperative founded by the Monterey County Office of Education and administered by the Epylon Corporation. CalSave serves all education agencies in California and other eligible buying agencies.

I.7 BID DUE DATE
The bid response is due no later than 3 p.m. Pacific, Tuesday, November 19, 2019.

I.8 METHOD OF SUBMISSION
As authorized by Public Contract Code Section 20112, bids will be submitted electronically, and all responses ***must be*** completed through the electronic sealed bidding system described within these bid documents.

I.9 CONTRACT TERM OF DURATION
The length of term of the awarded Contract will be from the award date, through December 31, 2022, and may be extended as allowed by law in accordance with Sections XI.2 of these Terms and Conditions.

I.10 ELIGIBLE BUYING AGENCIES
This bid is being solicited for authorized buyers by the Monterey County Office of Education, lead agency under the authority of the California Public Contracts Code and Education Code, for school districts in California, as well as other eligible purchasers in other states, to be known collectively as LEAs.

Examples of eligible agencies include, not only all California County Offices of Education and California public school districts, but also California joint powers authorities related to education, cities and counties, special districts, charter schools, non-public schools, private schools, agency staff, foundations and parent-teacher organizations buying on behalf of their beneficiaries, and any new schools, school districts, or charter schools established during the term of the Contract.

To be absolutely clear and for further clarification, the electronic bid form contains an attachment partially listing as eligible buyers the specific and individual names of:

-- Public school districts and education agencies
-- Charter schools
-- County Offices of Education
-- Community Colleges

In states outside of California, other public agencies may use the contract, with permission of the Awarded Vendor, under the authority of Government Code 6500 and 6502.

I.11 PIGGYBACKABLE CLAUSE
All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education (Agency) hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggybackable" by other education agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor. A partial, but not exclusive, list of eligible education agencies is listed as an attachment to the section and is titled "Partial List of Eligible Agencies.doc."

In any jurisdiction, where a County Office of Education, board, or other authority prohibits payments directly to a vendor, an LEA may petition the Monterey County Office of Education for special ordering and payment arrangements through the Monterey County Office of Education or its agents. In these unique cases, the Monterey County Office of Education reserves the right to charge an administrative fee to the LEAs to offset banking and administrative costs for this service.

I.12 STANDARD SCHOOL SUPPLY & EQUIPMENT LIST AND COOPERATIVES
Monterey County Office of Education declares that items and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both a Standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contracts Code 20118 and 20652,

but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

I.13 LEASE-BACK AUTHORITY ALLOWED BY LAW
This Contract is for the purchase of the items covered by this Contract. However, another LEA may, exercise

its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by it, pursuant to any Separate Contract. The awarded Vendor agrees to take any and all actions requested by any Other Agency that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

1.14. LEASING AUTHORITY

With Vendor approval, the right to use a product in the catalog for a defined period of time or a lease of a contracted item may be procured under this contract at bid rates.

II. Definitions

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II.1 MONTEREY COUNTY OFFICE OF EDUCATION

The terms *"Monterey County Office of Education"* and *"MCOE"* as used in this bid document shall be construed to include the Monterey County Office of Education, its employees, officers, and agents. The Monterey County Office of Education, located at 901 Blanco Circle, Salinas California, 93912, is administered by the elected county Superintendent of Schools and is a *bona fide* government agency, established by Article IX of the California Constitution and serving as an educational intermediate unit that operates its own schools and programs and that offers services to school districts.

II.2 AGENCY

The term *"Agency"* shall be construed to include the Monterey County Office of Education, its employees, officers, and agents.

II.3 CALSAVE

CalSave is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation.

II.4 LEA

The term *"LEAs"* shall be construed to mean Local Education Agencies – all those agencies authorized by law to buy from this bid and resulting Contract and allowed to submit purchase orders to the Awarded Vendor in conformance with bid terms and conditions.

II.5 EPYLON CORPORATION®

Epylon Corporation, also referred to as *"Epylon,"* is the private corporation located at 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526, that has been hired by the Monterey County Office of Education to administer the CalSave cooperative, to work with lead agencies and County Offices of Education to provide technology and services necessary for MCOE to issue bids and run the CalSave cooperative. The name *Epylon* is a registered trademark of the Epylon Corporation in the United States.

II.6 VENDOR

The term *"Vendor"* is that firm, company, individual, business, partnership, joint venture corporation or other bidding entity which has completed the response to the Invitation to Bid and/or been awarded a Contract by the Agency. The contractor/Bidder is named as such in the Contract/bid documents and is referred to in generic terms as if the contractor/Bidder were of singular number and masculine or feminine gender.

II.7 BIDDER

The term *"Bidder"* refers to that firm, company, individual, business, partnership, joint venture, corporation or other bidding entity which has registered on the Epylon® system to receive bids and has worked on or completed the response to the Invitation to Bid.

II.8
II.9 QUOTE SHEET

The *"Quote Sheet"* is that electronic worksheet to be filled out by the Bidder with the officially bid discount(s) percentage necessary to calculate the effective price for all items under Contract. It is located in a worksheet tab in an Excel® spreadsheet file identified elsewhere as "SKU Template" or "MCOE Catalog Template."

II.10 BID REPONSE WORKSHEET

The "*Bid Response Worksheet"* is that worksheet that is to be filled out by the Bidder with line-items reflecting a large sampling of the effective prices after a bid discount is applied. It is located in a worksheet tab in an Excel® spreadsheet file identified as "SKU Template" or "MCOE Catalog Template."

II.11 CONTRACT

References to the term *"Contract,"* where not precisely referencing another specific third-party agreement, refers to the binding agreement entered into between MCOE and the Awarded Vendor as a result of a bid award by MCOE. The full "Contract" document consists of the Contract Signature Page, this Invitation to Bid, a Vendor's electronic bid responses, any published bid amendments, any extension agreements, all electronic bid attachments, and subsequent any memoranda of understanding interpreting or clarifying the Contract.

II.12 AWARD DATE

The award date is the date upon which MCOE countersigns the Contract Signature Page and enters into an agreement with the successful bidder, granting authority to sell under the award from this solicitation.

III. BIDDER STATUS AND QUALIFICATIONS

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III.1 ANSWERING QUESTIONS ON THE BID FORM

By answering questions in the Questions Section of the electronic bid form, Bidders help establish their qualifications as a vendor. In answering the questions, they must give satisfactory evidence that they:

- Maintain permanent places of business
- Have the capability to furnish the items offered satisfactorily and expeditiously
- Have provided satisfactory school customer sales support and service to all LEAs in California
- Have at least five years' experience serving all LEAs in California
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active network or other acceptable method of service and support that will serve all LEAs.

If a question within the bid form indicates that a response is mandatory, an answer must be provided, or else a Bidder cannot continue to save or submit the electronic bid form.

III.2 COMPANY EXPERIENCE

To qualify as a responsive Vendor, a Bidding company must have five years' direct K-12 public school experience in California executing other technology contracts.

III.3 STAFF EXPERIENCE

Bidder must identify at least one person on staff who will be the dedicated leader in administering this bid and Contract. The identified person must have experience administering a technology catalog bid.

III.4 PROOF OF PROGRAM VOLUME

Because of the difficulty and volume of work associated with the large potential volume of this contract, Bidders, to qualify as a responsible Vendor, must have experience selling a minimum of $5 million of product in California within the last 12 months from a technology catalog bid contract.

III.5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to submit more than one response to this Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a bid in the name of his firm.

Companies who have multiple users on the Epylon system may receive multiple invitations to bid and have access to the same bid form. Only one representative from the bidding company may submit a bid. Any Epylon user that opens the Monterey County Office of Education bid form, declines the bid, or submits a bid, thereby prevents any other user from that same company from taking further action on this bid for his or her company.

III.6 DECLARATION OF NON-COLLUSION

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to attest under the penalty of perjury that no collusion has taken place.

The Bidder must affirmatively answer "Yes" to the non-collusion question in the Question Section or else by default the bid may not be submitted to Agency. By answering "Yes" to the non-collusion question, the Bidder affirms the following:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Neither he/she, the company, nor any of the company's affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

(6) All representations are material and important and will be relied on by the Monterey County Office of Education in awarding the Contract(s) for which this bid is submitted.

(7) Any misstatement is and shall be treated as fraudulent concealment from Monterey County Office of Education of the true facts relating to the submission of bids for this Contract.

If a Bidder cannot answer yes to Question 47, he/she will not be able to complete the bid form and will not be able to submit a bid.

III.7 SUSPENSION AND DEBARMENT

The Bidder certifies, for itself and all its designated partners, that neither the Bidder, nor any designated partners are under suspension or debarment by the LEA or any other governmental entity, instrumentality, or authority and, if the Bidder cannot so certify, then it agrees to submit a written explanation as an attachment to this bid form of why such certification cannot be made. A Bidder must verify its suspension or debarment status in the Question Section of the bid form.

III.8 ABILITY TO FOLLOW DIRECTIONS

The Bidder's ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidder's ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the Agency and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, a bid may be rejected if directions are not followed.

III.9 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUBS)

Some eligible LEAs may have policies, programs or goals related to contracts with businesses owned by minorities, women or disabled veterans. Although the bid will not be evaluated on whether a Bidder is a historically under utilized business, Agency can make other LEAs aware of a Vendor's HUB status. Accordingly, the Agency requests any women-owned, minority-owned or disabled-veteran-owned business to volunteer their status as such so that it can be made known to interested LEAs. A HUB may identify itself in its answers in the Question Section. No preference is given in bid evaluation to HUBs, and no penalty is applied for not answering the question.

IV. Bid Procedures and Instructions

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IV.1. BID DUE DATE

The bid is due no later than 3 p.m. Pacific, Tuesday, November 19, 2019. It is the Bidder's sole responsibility to ensure that its bid is received prior to the scheduled date and time for receipt of bids.

IV.2 PRUDENCE AND FORETHOUGHT IN SUBMISSION

It is in the best interests of Bidders to submit their bids well enough in advance to avoid any hindrances out of the control of Monterey County Office of Education, CalSave, the Bidder, or Epylon. Such hindrances could include extremely heavy Internet traffic, disruptions in phone lines, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for hindrances out of its control. It admonishes Bidders to submit early to identify problems and to avoid any possibility their bids may be late. It is advisable to submit bids at least a day early. Warning, the pricing spreadsheet for this bid may exceed 20 megabytes and will take a long time to load.

IV. 3 BID SUBMISSION ADDRESSES

Bids will be sent through each Bidder's electronic account accessed at www.epylon.com. Bidders must have registered and obtained accounts on the Epylon system to bid. After opening and completing the bid form, a Bidder who clicks on the "Submit" button officially sends its bid to the Monterey County Office of Education and delivers the bid to the MCOE in-box. MCOE will not be able to open or view the bid until the bid opening date and time.

IV.4 BID OPENING

At 3 p.m., Tuesday, November 19, 2019, the sealed bids will be opened electronically on a computer and publicly read at CalSave administrative offices located at 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

IV.5 PRELIMINARY REGISTRATION PROCEDURES FOR ELECTRONIC BIDDING

1) If not already registered, companies that want to bid must register as an Epylon supplier by clicking on the Supplier Registration button at the top of the page at www.epylon.com.
2) When registering, new suppliers interested in the bid should select the category of "Information Technology, Broadcasting and Telecommunications" to ensure they will receive the Monterey County Office of Education bid form and all future bids related to software and technology.
3) Once registered and logged in at www.epylon.com, click the e-Bid tab, view the in-box to see the Monterey County Office of Education bid form ready to be opened.
4) For assistance, or if not seeing the bid form, call the Epylon Customer Service Number at (888) 211-7438

IV.6 ON-LINE BIDDING

The general procedures for completing the electronic bid form are as follows:

1) Review name and description of the catalog to be bid.
2) Download the attached spreadsheet template found in attachment section titled "MCOE Catalog Template" or a similar title. There will be two worksheet tabs in the spreadsheet to fill out.
3) The first worksheet requires you to enter the percent discounts you are offering as your bid. This discount can be variable by any self-defined category of products within the catalog.
4) The second worksheet requires you to price approximately 30,000 actual products by indicating the discount percentage and the list price. The Excel® software will automatically calculate the effective unit price.
5) Save the file; name it with your company or catalog name.
6) Upload the file alongside the appropriate product line by clicking the white box to the left of Product Line Specifications column.
7) Click "Browse" to locate the template on your hard drive.
8) Click "Open," then click "Attach File" to upload template to bid form.
9) Designate the uploaded spreadsheet as the pricing template by clicking in the small white box next to the name of the template, then clicking the red "Identify SKU Attachment" button located at the

bottom of the Product Line Specification section. This has the effect of distinguishing your pricing from any other attachment you choose to upload. A red asterisk will appear next to your file.

10) Click the white box in Bid Column for the catalog type being bid to signify you are bidding for the MCOE Technology Catalog Bid.
11) Answer all questions listed in the Question Section. You can add attachments to answers as necessary.
12) Provide a handwritten signature to the Contract Signature page. Scan it and attach it as a PDF file to the bid form as requested in the Question Section.
13) Click on "Save as Draft" at any time while working on the bid form.
14) When ready to submit, click Continue at bottom of first page.
15) Review your bid, making sure you are satisfied with your answers, attachments and pricing.
16) Click on the "Submit" button to send the sealed electronic bid to Monterey County Office of Education.

IV.7 ELECTRONC SIGNATURE

In submitting this bid, the person named as the Bidder's representative on the electronic bid form declares the understanding that the use of his/her Username and Password constitute his/her electronic signature and that he/she is solely liable for full control and access to the password. Neither Agency nor Epylon have access to the User's password. By submitting this form, he/she declares that he/she has the authority to submit this bid to the Agency and to bind his/her company to the Terms and Conditions, final pricing, statements and all commitments submitted to Agency.

As permitted by federal and state laws, Bidder will submit electronic sealed bids signed with his/her electronic signature, using the Epylon eCommerce system. Bidder's use of his/her User Name and Password, linked to identifying registration information, constitute his/her electronic signature. By logging in, answering questions, completing the bid form and pushing the submit button, Bidder is signing a Contract.

To the best of his/her knowledge, Bidder attests to the following by submitting a bid:

1) Upon supplying verifiable registration information and user name, he/she was provided with a *computer-generated* password, also linked to his/her e-mail.
2) Neither Agency, nor Epylon, nor any other third party has any knowledge of or access to the computer-generated password.
3) The combination of user name, password, and e-mail address is unique to the Bidder.
4) The username-password-e-mail combination is under the sole control of the registered user.
5) The linked data – user name, e-mail and password – cannot be changed except by the original registrant using his/her original electronic signature. Any attempt to change a combination of linked data locks out the user.
6) If necessary, the authenticity of any document and its accompanying signature can be verified by reviewing a successful log-in, then tracing the path from log-in and any action taken on any electronic form.

IV.8 HOW TO GET HELP

Technical questions on how to fill out the bid form, upload or download attachments, or maintain your Epylon account can be directed to the Epylon customer service line at (888) 211-7438. Also questions can be e-mailed to service@epylon.com.

IV.9 MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the service bid upon, alternative proposals, or any other modification of the bid form from the electronic submission or other documents in this bid that are not specifically called for by Monterey County Office of Education may result in rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered. Bids or modifications received by facsimile (fax) will not be accepted.

IV.10 EXAMINATION OF BID AND CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any Bidder to receive or examine any bid document, form, instrument, addendum, electronic attachment or other documents, shall in no way relieve any Bidder from any obligation with respect to his bid or to the Contract. The submission of the bid shall be taken as *prima facie* evidence of compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically. A Bidder should review the External Notes section of the bid form for any notice of bid amendments or bid changes.

IV.11 WITHDRAWAL OF BID

After reviewing a bid document and clicking on the "Submit" button, the electronic bid form is officially submitted to the Agency. If a Bidder wants to withdraw his or her bid, he or she may do so by clicking the "Retract" button within the Epylon software any time prior to the bid deadline. After the deadline, the bid may not be withdrawn.

V. Specifications

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V.1 QUANTITIES

This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by MCOE, or any participating public agency, for the term of the Contract, at the prices resulting from award of an Agreement.

V.2 CATALOG TYPE & PRODUCT TYPES

This Invitation to Bid seeks pricing on all available products contained within a commercially available technology catalog. This may be a paper or a website catalog. Products deemed ineligible by a manufacturer to be sold to education agencies in California may be excluded. All of the offerings in the catalog shall be available for purchase provided there is a corresponding discount formula and effective price applicable to the catalog item.

The catalog must contain a minimum of 100,000 items. The catalog must offer products from at least 100 different manufacturers. At a minimum, the catalog must encompass products in the categories of computers, laptops, tablets, networking, printers, software, and accessories. The catalog must represent at least 50 percent of the products listed (or an equivalent) on the Bid Response tab of the MCOE Catalog Template to be submitted for evaluation by MCOE.

Items listed on the Bid Response tab of the Pricing Template are gleaned from a C-Net database of technology products known to have descriptions and manufacturer SKU numbers that are current as of September 1, 2019.

Where any item specified on the Bid Response tab is specified as a specific brand make and model, MCOE will consider a functional equivalent. Equivalents related to software licenses must be equal in length of term as well as scope.

V3. INSTALLATION AND SERVICES

To become operative and functional, many items in the catalog may require installation, set-up, other related services, or professional consultation. Bidder must provide a rate card with a unit cost for all services that may be required or utilized in conjunction with items purchased from the catalog. Attach the rate card alongside the appropriate section in the Question Section. A rate card may be in the form of document file, a PDF, or a spreadsheet.

V.4 STAFFNG

The Awarded Vendor will execute and promote the contract within California. Minimally, a company must identify personnel that would carry out many of the administrative tasks for the Contract, including jobs to:

- Devote time to California sales
- Supervise sales, set sales goals, and be accountable for sales growth or under performance
- Deliver customer service phone support and have intimate familiarity with the Contract
- Deal with day-to-day Contract management issues including processing of reports and payment of fees
- Handle marketing, collateral materials, and web-site responsibilities
- Executive leadership and oversight of the Contract and project

The identification of personnel for these tasks must be detailed in response to questions in the Question section.

V.5 PHONE SUPPORT

A successful Bidder shall provide a California toll-free support phone number for LEAs using this Contract. The support number and customer service shall be provided for order placement, pricing reference, sales support, and general assistance. Bidders must describe their phone support plan in response to a question in the Question Section.

V.6 USE OF FEDERAL FUNDS

When an Eligible Entity seeks to procure goods and services through this MCOE Contract using funds from a federal grant or contract, specific federal laws, regulations, and requirements may apply. If accepting a purchase order where the use of federal funds is designated, an Awarded Vendor must comply with federal requirements. These requirements are spelled out in laws and regulations known collectively as the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200). Other terms used to describe these requirements are "Uniform Grant Guidance," "UGG" and "EDGAR". These requirements include provisions for:

- Vendor's breach of contract terms related to purchases currently indexed at $150,000 as authorized by 41 USC 1908.
- Termination for Cause or Convenience: For any purchase or contract in excess of $10,000 made using federal funds with seven days notice, but with a requirement for a buyer to pay the Awarded Vendor for goods or services delivered.
- Federally assisted construction contracts being subject to Equal Employment Opportunity provisions.
- Computing wages based on a 40-hour work week as described in 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), related to purchases over $100,000.
- Labor Standards Provisions applicable to contracts covering federally financed and assisted construction as described in 40 USC 3141-3144, and 3146-3148 and as supplemented by Department of Labor regulations 29 CFR Part 5.
- Certain rights to inventions under 37 CFR 401.2(a).
- Compliance with Clean Air Act standards for purchases over $150,000, pursuant to 42 USC 7401-7671q. and 33 USC 1251- 1387.
- Exclusions if the Awarded Vendor is ever debarred according to Executive Orders 12549 and 12689.
- Compliance with the Byrd Anti-Lobbying Amendment under 31 USC 1352, if the Contract award exceeds $100,000.
- Compliance with the Solid Waste Disposal Act as described in Section 6002 and 40 CFR Part 247.
- Ability to negotiate profit as a separate element of the price for purchases exceeding $150,000, as described in 2 CFR 200.323.
- Ability to request ceiling prices for a purchase based on time and materials, as spelled out in C.F.R. § 200.318(j).
- Bonding requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at $150,000, under 2 C.F.R. § 325.
- Cooperation with buyers to provide information they need to comply with federal rules, including access to relevant recordkeeping, cord retention requirements, and contract cost analysis.

V.7 NEWLY PUBLISHED OR NEWLY MANUFACTURED ITEMS

Newly published software titles, newly manufactured items introduced by manufacturers, or newly added catalog items during the course of this Contract may be added to the Contract at the same discount pricing structure as bid -- or a more favorable structure -- to MCOE as those discounts or prices for similar categories of products.

VI. Pricing

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VI.1 FORMULA PRICING

By bidding, Bidder commits to formula pricing by way of a formal bid of a fixed percentage discount off a specified price list of a commercially available catalog.

When applied to the identified catalog price list or cost basis, the respective discount shall create an effective price, which is the price to be paid by Agency and all participating LEAs. Effective prices will be used in the determination who is the low Bidder for price in the evaluation process. Vendors will be bound to the fixed discount(s) for the term of the Contract and all extensions, but the published prices contained within the specified catalog may change as catalog prices or cost bases change.

Contract prices will always be list price minus the discount, rounded to the nearest whole cent.

Bidder must ensure that the specified catalog for each quoted discount exists and continues to be published for the term of the contact and all extensions, so that effective pricing can be calculated and audited by MCOE at any time. However, MCOE will allow for new versions of a commercially available catalog to be published.

Accordingly prices based on the bid formula would change to match the Vendor's new catalog, provided that the new catalog is commercially available to all schools districts throughout the United States.

VI.2 PREPARATION OF THE QUOTE SHEET

Bidder must formally bid the discount(s) offered by specifying the discounts on the Quote Sheet of the Excel bidding SKU Template, which is attached to the bid form.

Bidder must download the MCOE Catalog Template, and on the Quote Sheet, identify the discounts either by entire catalog, by product line or by subcategory, alongside the name of the price list from which the discount will be calculated. The Quote Sheet limits Bidders to thirty (30) categories of variable discounts. If thirty (30) lines are insufficient, subcategories with the same discount may be grouped together or another Excel attachment can be provided separately.

VI.3 PREPARATION OF THE BID RESPONSE WORKSHEET

On the Bid Response Worksheet, Bidder must price the products listed by providing the price before discount and the percentage discount bid being bid. A set of about 30,000 representative product SKUs is listed. Discounts listed are to be consistent with percentages offered on the Quote Sheet tab.

The spreadsheet is locked, but configured so that the 30,000 items may be copied by a vendor for convenience in conducting v-look ups or comparison to data in their own systems. Then the Bidder's corresponding base prices and discount percentage can be pasted into the pink section of the Bid Response Tab alongside the proper corresponding product SKU and description.

The purpose of seeing individual products SKUs and effective pricing is to evaluate a Bidder's bid discount and to ensure that a bidder has the required range of products to be purchased by LEAs. The effective price will reveal the sufficiency or comparative value of the discount(s) being quoted.

The list of individual SKUs will be used for evaluation of lowest-price bidders. MCOE's omission of any SKU does not prevent that respective SKU from being offered under the Contract, because this bid seeks all products listed in a Vendor's commercially available catalog.

Once completed, the spreadsheet file must be electronically attached alongside the name of the corresponding catalog type listed within the Epylon-hosted software.

If any product on the Bid Response Worksheet is discontinued, the Bidder may offer a substitute product of similar form and function and use the notes column to indicate the item is no longer in production. Bidders will use the same procedure to indicate equivalent substitutes to a specified item. To be responsive, a Bidder must provide pricing for at least 50 percent of the 30,000 items specified.

VI.4 VOLUNTARY DISCOUNTS

Agency reserves the right for itself, CALSAVE and all eligible LEAs to request voluntary price reductions or additional volume price reductions from the awarded Vendor. Granting an additional discount is at the sole discretion of the awarded Vendor. The LEA shall obtain a written quotation from the Awarded Vendor indicating the volume or voluntary discount pricing and stating that it is a CALSAVE Discount Price Quote. In no case, shall any line-item price charged be higher than the effective bid price.

VII. Ordering, Shipping and Delivery

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VII.1 ORDERING

Another LEA electing to use this Contract will enter into a separate contract ("Separate Contract") with the Awarded Vendor. This Separate Contract may be by means of a purchase order. By default, this Separate Contract includes and/or incorporates all applicable terms of this Contract and a specific requirement that the contractor/Vendor comply with the provisions set forth regarding payment of the two percent (2%) participation fee. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract as to payment of that participation fee.

To obtain bid pricing, districts shall reference the applicable MCOE Agreement and list relevant product SKUs and product descriptions on an LEA purchase order. An LEA's submittal of a purchase order shall be deemed a commitment to purchase from the awarded Vendor.

VII.2 ACCEPTANCE OF PURCHASE ORDERS

If an award is made, the Awarded Vendor may receive a Purchase Order to furnish the awarded item(s) in accordance with these Standard Purchase Order Terms and Conditions:

1) Any LEA or authorized buyer may issue purchase orders against this agreement. These constitute the vendor's authority to make delivery. All purchase orders received by the Awarded Vendor up to and including the expiration date of the agreement are acceptable and must be shipped in accordance with the delivery time specified in the agreement.

2) As stated in Section IX.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contract. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

3) LEAs may order directly from the awarded Vendor by submitting a purchase order by mail, by email, by ecommerce, by fax, or by the Epylon eCommerce system.

4) Purchase Orders may be issued by LEAs to Awarded Vendors through Epylon accounts at www.epylon.com. Any purchase orders submitted by Epylon eCommerce will arrive in the Vendor's Order inbox, accessed at www.epylon.com through a previously established login with a user name and password. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order.

VII.3 PAYMENT

LEAs will order the items, receive the items from the Vendor and directly pay the Vendor upon receipt of invoices.

VII.4 INVOICING

All invoices are to be sent directly to the purchasing LEA. LEAs will normally pay invoices within thirty (30) days of receipt of order, or in compliance with their board policy on bill payment. The Agency will encourage LEAs to arrange for prompt payment where possible and for payments of partial shipments.

The LEA shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by the LEA. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the purchase order and the items actually received.

Payment should not be construed by the Vendor as acceptance of the items furnished by the Vendor. The LEA reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications.

VII.5 PURCHASE CARDS AT DISCRETION OF VENDOR

At the discretion of the Vendor, LEAs or other authorized buyers may use a purchasing card or credit card to pay for the items purchased under the Purchase Order. In no case will the LEA(s) allow increases in prices to offset credit card fees paid by the Vendor or any other charges incurred by the Vendor, unless specifically stated in the terms of the Purchase Order.

VII.6 DELIVERY REQUIREMENTS

Deliveries shall be delivered to the destination as specified on an individual purchase order.

VII.7 SHIPPING

Orders must be shipped F.O.B. Destination, Freight Prepaid.

VII.8 DELIVERY TIMES

Deliveries must be made within five working days of receipt of order, unless alternative arrangements have been made with an LEA.

VII.9 INSPECTION AND ACCEPTANCE

Awarded Vendor agrees that it will comply with all California and federal laws. All items provided under the Agreement shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be

replaced by the Bidder at no cost to MCOE or any participating public agency. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

VIII. Evaluation and Awards

[Click to Go Back to Beginning of Document]

VIII.1 AWARD OF BID/CONTRACT

MCOE reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of awards based upon its best judgment as to which items and services substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

VIII.2 AWARD BY COMPLETE CATALOG ONLY

MCOE intends to make an award for use of a single catalog. However, MCOE reserves the right to make a multiple award to the lowest-priced, responsive, responsible bidders in the case where bidders' catalogs, compared to each other, have a 50 percent difference in the number of product lines and manufacturers offered. A notice of award will serve as evidence of an executed, binding agreement between MCOE and the Awarded Vendor to begin effective on the Award Date. A copy of the Contract Signature Page will be returned to the awarded Vendor and will be signed by MCOE.

VIII.3 RESPONSIVE TEST

Bids will be judged first on whether they are responsive. A bid will be considered responsive if:

- The electronic bid has been received on time
- All required questions have been answered
- All required attachments are present
- Discounts have been identified on the Quote Sheet
- The Bid Response Worksheet contains pricing for at least 50 percent of the line-item SKUs
- Bidders meets required experience
- Terms and Conditions are accepted without any exceptions that would give the bidder a competitive advantage.

VIII.4 RESPONSIBLE TEST

A Bidder will be considered responsible if he or she, in answering questions, meets requirements in Section III and shows the ability to execute the service component of the Contract, including proper and efficient execution of:

- A Marketing plan
- Staffing Plan
- Customer Service Plan

VIII.5 EFFECTIVE PRICE EVALUATION

Where two or more Bidders have bid, the determination of lowest price shall be based on a comparison of each Bidder's effective discounted prices. Notwithstanding this evaluation, MCOE reserves the right to award, when applicable, in accordance with Education Code 1276.

VIII.6 BIDS VALID FOR 90 DAYS

All bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date.

IX. Fees & Costs

[Click to Go Back to Beginning of Document]

IX.1 BID FEES

There are no fees to submit a bid.

IX.2 NO FEE FOR ELECTRONIC BIDDING

There is no cost to register for or use the Epylon bidding system. Any legitimate company or Bidder may have access to the system for the purpose of bidding. The bidding process involves answering questions, selecting which product lines will be bid, adding necessary explanatory attachments in electronic form, and filling out a

bid form with pricing.

IX.3 BID COSTS
Monterey County Office of Education will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, or demonstration of this bid.

IX.4 TRANSACTION FEES
Transaction Fees are the funding source for the operation of the CalSave cooperative purchasing program. As allowed by Public Contract Code 20118, Awarded Vendors shall be required to pay a Transaction Fee ("Transaction Fee") for all purchases by entities made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be two percent (2%) of "Net Sales," which means gross sales less returns and cancelled orders within thirty (30) days, shipping and sales and other taxes (excluding taxes based on net income).

When a sale is made through the federal e-Rate program, the vendor transaction fee is due on 100 percent of the net sale, that is, the combined total of the amount paid by the local agency and the amount paid by the federal government's e-Rate program.

Transaction Fees will not be charged to or paid by the buyers themselves. Awarded Vendor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order. Epylon will collect the Transaction Fee on behalf of the CalSave program. By submitting a bid, an awarded Vendor:

- Verifies that it already has an Epylon Merchant agreement in force for California, or
- If not, it agrees to Epylon's Terms and Conditions for vendors in the Epylon Merchant Agreement, which is hereby attached here to Section IV.4 by reference, and will be bound to the Epylon Merchant Agreement as a part of the Terms and Conditions of the Bid and Contract between the Awarded Vendor and Agency.

For clarification purposes, the Transaction Fee stated in here in Section IX.4 is the agreed-upon Epylon Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement, attached.

IX.5 PAYMENT DATES AND PAYEE
Based on required Vendor reports, the Awarded Vendor will make all Transaction Fee payments, at a minimum, on a quarterly basis, by the 15th of the succeeding month of the end of the quarter. All checks are to be made payable to the cooperative's program administrator, that is:

Epylon Corporation
630 San Ramon Valley Blvd, Suite 210
Danville, CA 94526

IX.6 Fees in Non-Conforming Jurisdictions
Notwithstanding Section IX.4 no transaction fee is authorized to be charged to vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses and goods sold under this contract in such jurisdictions shall be the same as all for school districts in all other counties of California. However, any agency using this contract where Section IIX.4 fees are not permitted may be required to pay a two percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code 20118, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

X. Post Award Requirements
[Click to Go Back to Beginning of Document]

X.1 WEB SITE CONFIGURATION
Each Bidder agrees that if they are awarded an Agreement under this bid, they will cooperate in the development of or access to a web site, linked to CalSave and its affiliate web sites, wherein Contract items will be visible to eligible LEAs and whereby LEAs will be able to have sufficient information to create a purchase order to be submitted in accordance with ordering instructions contained in this bid document.

X.2 PUNCHOUT
It is Monterey County Office of Education's preference, but not a requirement, that the Awarded Vendor

have a punchout and e-order relationship with Epylon for the electronic transmission of orders.

X.3 SUBMISSION OF CATALOG ITEMS

In order to satisfy local County Office of Education rules regarding a Standard School Supply and Equipment List, an awarded Vendor may be required to provide a full electronic spreadsheet listing, with prices, of all catalog items under Contract and to update the list as often as each quarter.

X.4 REPORTING

Awarded Vendor will compile quarterly reports listing each purchase made by MCOE and other participating agencies or LEAs under this Contract. Reports must be sent by the 15th of the succeeding month after the end of the quarter as e-mail attachments to the CalSave program administrator. Addresses for the delivery of reports will be: rlandolf@epylon.com. CalSave will notify Awarded Vendor if there is any change of e-mail addresses during the course of the Contract. Reports shall be provided in Microsoft® Excel format, shall have file names that identify the contractor/Vendor and the months being reported, shall include the fields listed below, and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency or Buyer
- Manufacturer SKU number
- Vendor SKU Number
- Description of Item Purchased
- Quantity
- Unit Price
- Extended Price

X.5 MARKETING

Awarded Vendor will be responsible for carrying out a marketing plan as mutually agreed to by CalSave and Awarded Vendor. Any marketing plan submitted for consideration as part of this bid must minimally include a combination of mailings, phone solicitations, California trade show appearances, print advertising, and web site advertising. In addition to, or in concert with, marketing activities and plans described in a Bidder's bid submission, Vendor will:

- Include the approved CalSave logo, web address, and toll free number in print, electronic mail, and other advertising and promotion intended for release to California K-12 schools
- Ensure that the CalSave logo and associated CalSave information be of a clearly readable size and in appropriate proportion to other elements in the print material
- Provide CalSave with a copy of any advertisement or promotional material
- Provide CalSave with date of release and name of publication, journal, etc., wherein promotional materials will be published
- Place a CalSave vendor sign on booths, tables, etc. at exhibits for which the Vendor displays/participates at California tradeshows conventions and the like
- Notify CalSave in advance of any scheduled exhibits where the Vendor intends to participate in California
- Make available at any of its California exhibits CalSave supplied brochures or other promotion materials
- Insert the approved CalSave logo, web address, toll free number on the Awarded Vendor's California education web site, promoting and providing a link to the CalSave website

MCOE and CalSave affirm that their logos are original and free of any copyright violations and will indemnify an Awarded Vendor against any damages suffered from any successful claim of a copyright violation.

XI. Contract Length and Termination Rights

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XI.1 TERM OF AGREEMENT

The Agreement period is for three years: from January 1, 2020 through December 31, 2022. Awards are valid throughout the Agreement period.

XI.2 EXTENSIONS OF CONTRACT TERM

MCOE at its sole discretion may elect to extend the term of this Contract for up to two (2) additional one- (1)-year periods, but in no case shall a contract be in force for more than three years at one time.

MCOE shall give such notice to the contractor before December 31, 2022. If an extension is granted after

the initial term, the extended term shall be from the January 1, 2023 to December 31, 2023.

To achieve a second extension, MCOE shall give such notice to the contractor before expiration of the extended term, which is December 31, 2023. If an extension is granted after the first extended term, the second extended term shall be from January 1, 2024 to December 31, 2024.

MCOE reserves the right to offer an Awarded Vendor month-to-month extensions for a period of up to six months, if legal or administrative circumstances so require.

XI.3 DEFAULT

In the event the Bidder to whom a Contract is awarded fails to perform in accordance with the terms and conditions of the bid or the Contract, MCOE may terminate this Contract and their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

XI.4 TERMINATION FOR DEFAULT

MCOE may, by written Notice of Default to the successful Bidder, terminate the Contract issued in whole or in part if:

A. The successful Bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the MCOE, the items(s) provided fail to perform satisfactorily;

OR

B. The successful Bidder fails to perform any of the other provisions of the bid, Contract, or purchase order, and does not cure such failure within a period of ten (10) days (or such longer period as MCOE may authorize in writing) after receipt of notice from MCOE specifying such failure.

In the event MCOE terminates the Contract for default, in whole or in part, MCOE, or any participating public agency, may acquire goods, similar to those terminated, from another source and the successful Bidder shall be liable for any excess costs of acquisitions of such similar goods.

XI.5 TERMINATION FOR CLOSURE, RE-ORGANIZATION

MCOE does not guarantee that any or all services will be requested for the duration of the Contract period. MCOE reserve the right to cancel this Contract if MCOE ever faces closure or legislative reorganization.

XI.6 BAIT AND SWITCH PROHIBITED

MCOE reserves the right to terminate for default or to suspend this contract, if evidence shows that the awarded vendor has baited an LEA with marketing or with prices based on this contract, and then has advised the LEA to use another contract at a lower price to avoid payment of Transaction Fees.

XII. Other Terms and Conditions

[Click to Go Back to Beginning of Document]

XII.1 EPYLON TERMS AND CONDITIONS

Vendor will be bound to an Epylon Merchant Agreement -- either an existing one a Vendor has in force with Epylon in California or, alternatively, the standard Merchant Agreement, which is attached.

XII.2 ACCEPTANCE OF TERMS AND CONDITIONS

Bidder must answer in response to the question in the Question Section whether he or she accepts MCOE's terms and conditions of this Invitation to Bid. A Bidder's failure to accept the terms and conditions or a Bidder notation of exceptions to any of MCOE's terms and conditions may result, in MCOE's sole discretion, a bid being deemed non-responsive.

XII.3 FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Vendor shall notify the Agency (LEA) orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the *force majeure* event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of LEAs written request such supporting documentation as the Agency (LEA) may reasonably request. After receipt of such notification, the LEA may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

XII.4 RIGHT TO WAIVE INFORMALITIES IN BIDDING

The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items, as determined to be in the best interest of MCOE.

XII.5 ASSIGNMENT OF THE CONTRACT

The Contract awarded under this bid shall not be assigned without the prior written approval of MCOE's chief business official or designated agent.

XII.6 INDEMNIFICATION AND LIABILITY

As it pertains to each LEA using this contract and the Awarded Vendor, each party ("indemnifying party") shall indemnify and hold harmless the other party ("indemnified party") for any damages or losses to the indemnified party arising from claims. "claims" are defined as (i) claims brought by a third party for death or personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the indemnified party allegedly resulting from the grossly negligent or willful misconduct of the indemnifying party, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a claim if such claim or damage was caused in whole or in part by the actions of the indemnified party, its employees, agents, contractors or representatives. Claims also do not include any damages or liability excluded in this agreement. In addition, neither MCOE nor Awarded Vendor will be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. The obligation of the indemnifying party to indemnify and hold the indemnified party harmless is contingent upon the indemnified party providing the indemnifying party with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

Neither MCOE nor the Awarded Vendor shall be liable for lost profits, loss of business or other con- sequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. The Awarded Vendor will not be held liable or responsible for any amount of damages in excess of the lesser of: (i) the dollar amount paid by any purchaser for the product(s) giving rise to the claim; or (ii) $50,000.00.

XII.7 PUBLIC RECORDS

All documents received by MCOE, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Bidder shall identify information contained in the bid, which the Bidder deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the bid are confidential or proprietary will not be honored by MCOE.

XII.8 RGHTS OF LEAS

Unless otherwise agreed in this Contract, the rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

XII.9 GOVERNING LAW AND VENUE

The laws of the State of California govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included,

or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

XII.10 SEVERABILITY:

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

XII.11 TERMINATION FOR NON-PAYMENT

The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in Section IX.4 and IX.5 regarding reports and the payment of the two percent 2% Transaction Fee in conjunction with any use of this Contract by MCOE or any other LEA is grounds for cancellation of the Contract as described in Sections XI.3 and XI.4

XII.12 SALES TAX

Awarded Vendors must be authorized to sell in California and must collect and remit all required sales taxes associated with sales to LEAs within California. Sales tax rates for LEAs are different for each agency, depending upon their location within a taxing jurisdiction. Proper collection must be made from each participating LEA.

XII.13 LOCAL LEA COUNSEL

Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and LEAs consult with their own legal counsels before consummating a purchase under this Contract.

XII.14 AWARDED VENDOR TERMS OF SALE

An Awarded Vendor's terms and conditions as published on its ordering website may be incorporated into the terms of any purchase order fulfilled. In case of conflict, the order of precedence is as follows 1) California and Federal law, 2) the Terms and Conditions of Invitation to Bid #530067, 3) Epylon's Merchant Agreement, 4) the Awarded Vendor's published terms and conditions.

XII.15 COPYRIGHT

These bid documents and all attachments are copyrighted in 2019 by the Epylon Corporation and the Monterey County Office of Education (©2019, Epylon and Monterey County Office of Education).

XIII. Code Citations

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XIII.1 PUBLIC CONTRACT CODES

Public Contract Code 20112. For the purpose of securing bids the governing board of a school district shall publish at least once a week for two weeks in some newspaper of general circulation published in the district, or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on the district's Web site or through an electronic portal, a notice calling for bids, stating the work to be done or materials or supplies to be furnished and the time when and the place and the Web site where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time. The governing board of the district may accept a bid that was submitted either electronically or on paper.

Public Contract Code 20118. Notwithstanding Sections 20111 and **20112**, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by **contract**, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, **lease**, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the

services incidental to the lease or purchase of the personal property.

Public Contract Code 20652. Notwithstanding any other provisions of Sections 81640 to 81654, inclusive, of the Education **Code**, or of Sections 20651 to 20659, inclusive, of this **code**, the governing board of any community college district without advertising for bids, and when that board has determined it to be in the best interests of the district, may authorize by **contract**, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the **contract**, lease, requisition, or purchase order, the community college district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property.

XIII.2 EDUCATION CODES

Education Code 1276. The county superintendent of schools may contract with an acceptable party who is one of the three lowest responsible bidders for the lease, purchase, or maintenance of electronic data-processing systems and for the lease, purchase, or maintenance of supporting software.

Education Code 17597. In addition to utilizing the procedures specified in Article 14 (commencing with Section 17545) of Chapter 4, any school district or any county board of **education** may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment, other major items of equipment, or any relocatable building owned by, or to be owned by, the school district or county board, if the purchaser agrees to lease the equipment or building back to the school district or county for use by the school district or county following the sale.

The approval by the governing board of the school district or of the county superintendent of schools of the sale and leaseback shall be given only if the governing board of the school district or the county superintendent of schools finds, by resolution, that the equipment is data processing equipment, another major item of equipment, or a relocatable building within the meaning of this section and that the sale and leaseback is the most economical means for providing the electronic data processing equipment, other major items of equipment, or relocatable building to the school district or county. For purposes of determining the area of existing adequate school construction under the Leroy F. Greene State School Building Lease-Purchase Law of 1976, any portable relocatable classroom acquired under this section and used for classroom purposes shall be considered owned by the district.

Education Code 38110. The county board of education shall on or before the first day of February of each year establish rules and regulations under which any school district in the county shall, except as provided in Section 40002, purchase standard school supplies and equipment through the county superintendent of schools, or when so directed by him or her, through a county purchasing agent.

When the county superintendent of schools purchases standard school supplies without directing their purchase through the county purchasing agent or other county, city, or school district agent or agency, he or she shall make such purchase from the lowest responsible bidder who shall give such security as the county superintendent of schools requires, or else reject all bids. For the purpose of securing bids, the county superintendent of schools shall publish at least once a week for two weeks in a newspaper of general circulation published in the county, a notice calling for bids stating where the list and specifications of standard school supplies and equipment to be furnished may be obtained and the time when, and the place where bids will be opened.

The county board of education shall list as standard school supplies and equipment such supplies and equipment as can be advantageously purchased in quantity. The list of standard school supplies shall be accompanied by a table of specifications giving the minimum grade, quality, substance, or other standard required for the purchase of each item listed.
The cost of advertising for bids and the cost of preparation of a table of specifications shall be paid from the county general fund. The provisions of this section shall not apply to counties of the first or second class containing no more than three districts with an average daily attendance of less than 2,500.

Education Code 38112. (a) Except as provided in subdivision (b), the governing board of any school district may purchase any necessary school supplies and equipment, including standard school supplies and equipment listed by the county board of education, in the manner provided in this chapter, or the governing

board of any school district may purchase such supplies and equipment directly from the vendor. Such direct purchase may be as a single district or two or more districts acting as a cooperative.

(b) An elementary school district having an average daily attendance of less than 2,500 during the preceding fiscal year may purchase standard school supplies and equipment directly from a vendor only by means of a purchasing cooperative representing a total average daily attendance in excess of 2,500 and then only if the county superintendent of schools has on file a document certifying the school district's membership in such a cooperative.

Education Code 81645.5. In addition to utilizing the procedures specified in Article 9 (commencing with Section 81450) of Chapter 2, any community college district may, by direct sale or otherwise, sell to a purchaser any electronic data-processing equipment or other major items of equipment owned by, or to be owned by, the district, if the purchaser agrees to lease the equipment back to the district for use by the district following the sale.

The approval by the governing board of the district of the sale and leaseback shall be given only if the governing board finds, by resolution, that the equipment is data-processing equipment or another major item of equipment within the meaning of this section and that the sale and leaseback is the most economical means for providing electronic data-processing equipment or other major items of equipment to the district.

XIII.3 GOVERNMENT CODES

Government Code 6500 As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies

Government Code 6502 If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

[END]

STATE OF UTAH COOPERATIVE CONTRACT
CONTRACT NO. MA3458
ONLINE MARKETPLACE

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 5/6/21
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

Contract # MA3458

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

CDW Government LLC
Name

75 Remittance Drive, Suite 1515
Address

Chicago	IL	60675
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Limited Liability Company

Contact Person Jumana Dihu Phone #312-547-2495 Email jumdihu@cdw.com
Vendor # 11462IB Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation#MG20-81.

5. CONTRACT PERIOD: Effective Date: 6 May 2020 Termination Date: 5 May 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

6. Payment: Prompt Payment Discount (if any): NA.

7. Administrative Fee, as described in the Solicitation and Attachment A: Established by Omnia and the participating entities upon establishing a participating addendum.

8. ATTACHMENT A: Scope of Work
ATTACHMENT B: Award Categories
ATTACHMENT C: NA
ATTACHMENT D: NA

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #MG20-81.
   c. [redacted]

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Dario J. Bertocchi
Dario J. Bertocchi (Aug 24, 2020 18:24 EDT)

08/24/2020

Contractor's signature — Date

Dario J. Bertocchi Director, Program Sales
Type or Print Name and Title

STATE

08/25/2020

Director, Division of Purchasing — Date

Michael Glenn	801-957-7137	NA	michaelglenn@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

Attachment A
Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractor's Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market.

Categories:

The contracts include four (4) awarded categories:

1) Education-Based Accessories, Display, Products and Related Supplies

Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

2) Information Technology-Peripheral Devices and Related Products

Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network. It is the end user's responsibility to ensure items in this category are not connected to a network.

3) Maintenance, Repair and Operations Products (MRO)

Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.

4) Office-Based Accessories, Décor, Products, and Related Supplies

Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Attachment B (Award Categories by Contract) has the breakdown of which contracts were awarded which categories. This contract may only be used to purchase items that fall within the category/categories that the contractor was awarded for.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- **Online Marketplace:** Contractor will provide a digital marketplace for users of this contract to order supplies through.
- **Order Fulfillment:** Contractor will fulfill orders from beginning (ordering of products) to end (delivery to requester).
- **Digital Analytics:** Contractor will provide some form of data analysis on ordering trends, user groups, etc.
- **Ability to Restrict Categories:** In order to maintain the scope for the contract, contractor will restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules.

Dynamic Pricing:

The contract pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. This contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

Terms and Conditions:

Terms and Conditions for this Master Agreement were negotiated by Omnia Partners in the Administration Agreement for the contract portfolio. Terms and Conditions specific to a participating entity will be negotiated with the contractor, by the participating entity, prior to the participating agreement being signed.

Attachment B - Award Categories					
Online Marketplace					
Award Category	**Vendor Name**				
	Amazon	**CDW Government**	**Office Depot**	**Chariot Group**	**Grainger**
Contract Number	MA3457	MA3458	MA3459	MA3460	MA3461
Education Supplies	X		X		X
Information Technology	X	X	X	X	X
Maintenance, Repairs, Operations	X		X		X
Office Supplies	X		X		X

Event Summary - Online Marketplace

Type	Expertise/Solution Based	**Number**	MG20-81
Stage Title	-	**Organization**	StateOfUtah
Currency	US Dollar	**Exported on**	1/5/2021
Exported by	Jessica Goforth	**Payment Terms**	-
Sealed Bid	Yes	**Intend to Bid**	No
Bid Total	0.00 USD		

Event Dates

Time Zone	MDT/MST - Mountain Standard Time (US/Mountain)
Released	-
Open	1/8/2020 1:00 PM MST
Close	2/12/2020 2:00 PM MST
Sealed Bid	2/12/2020 2:00 PM
Question Submission Close	1/29/2020 2:00 PM MST

Event Users

Contacts

Michael Glenn
michaelglenn@utah.gov

Description

Issuing Procurement Unit Division of Purchasing & General Services
Conducting Procurement Unit Division of Purchasing & General Services

Online Marketplace

SOLICITATION # MG20-81

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

Purpose of this Solicitation

The purpose of this RFP is for the State of Utah to enter into a contract with a vendor to provide a solution to the following problem that the Conducting Procurement Unit is experiencing:

The State is seeking to provide users with an online digital marketplace to provide transactional items that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.
This RFP and resulting contract award(s) is a solutions-based solicitation, meaning the State of Utah is seeking equipment, products, and/or services that meet the requirements of this RFP and that are commonly desired or are required by law or industry standards. The State is looking to have one or multiple online marketplaces that are able to provide a diverse range of transactional items that could be used in and for an office, school, and/or other settings. Offerors may submit for **one, all, or a combination** of the following categories: Education-Based Accessories, Display, Products, and Related Supplies; Information Technology Peripheral Devices and Related Products; Maintenance, Repair and Operation Products; and Office-Based Accessories, Décor, Products, and Related Supplies. **When submitting for one or more categories, Offerors may subcontract items**. Offerors may include related solutions that are complementary to the categories and items identified in this RFP.

Given the cooperative nature of this RFP, it is expected that offerors shall propose a wide array of equipment, products, and/or services at lower prices and with better value than what they would ordinarily offer to the public or to a single government entity.

Background of the Conducting Procurement Unit

Online Marketplace

The State of Utah has identified the need to have a digital marketplace in order to provide the State and its entities the best prices. In previous years, the State of Utah had a contract for office supplies that was based on an established discount from list price. In wanting to determine if the discount from list price offers the best value to the State of Utah, a digital marketplace for office and schools supplies was obtained which utilized a more dynamic pricing model.

The State of Utah is now seeking an Online Digital Marketplace Solution across specific categories that offers a more dynamic pricing structure to ensure the State and its entities are continually receiving the best value. Under a dynamic pricing model, the State of Utah anticipates that the market establishes the best value and the State will not need to amend the contract when the market goes up or down. Additionally, by extending this contract nationwide, the benefits of this contract are not limited to the State of Utah. Presently, many public and non-profit entities utilize online marketplaces. By offering Participating Public Agencies the ability to utilize the resultant contract(s), agencies can lower costs through reducing procurement expenses, improve their compliance and reporting, and potentially support a wider range of diverse suppliers.

National Contract

The State of Utah, as the Principal Procurement Agency, defined in Attachment G, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The State of Utah is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating

Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment G, or as otherwise agreed to. Attachment G contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Vendor that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Vendor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Vendor's need to respond to additional competitive solicitations. As such, the Vendor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Vendor and respond to the OMNIA Partners documents (Attachment G).

Expectations for Deliverables by the Conducting Procurement Unit

Online digital marketplace providing at least one of the below categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to.

Education-Based Accessories, Display, Products and Related Supplies

Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

Information Technology-Peripheral Devices and Related Products

Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.

Maintenance, Repair and Operations Products

Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.

Office-Based Accessories, Décor, Products, and Related Supplies

Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and

Project Goals for the Conducting Procurement Unit

In addition to specific qualifications and requirements listed later in this RFP, providers should

offer an established, out-of-the-box business-to-consumer e-commerce marketplace platform that fits the following requirements:

- Is designed as a B2C (Business to Consumer) platform to connect one or more sellers to multiple buyers.
- An established and demonstrated methodology for showing prices are generally below retail prices
- Offers the ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
- Offers a wide variety of products in multiple commodity groups with the awarded categories
- A focus on quick delivery with the majority of products being available to be delivered to users within 5 days
- A central point of contact for customer service, delivery, or account issues

And preferences for platforms include:

- out-of-the-box analytics/reporting dashboard and capabilities that are part of the platform.
- customizable workflow and governance capabilities in the platform to allow:
    - all administrators to restrict product or commodities depending on organizational internal policies and procedures.
    - full revision history of changes made and who made the workflow
- Other Capabilities
    - Secure Login
    - Online catalog of items
    - Access to online order history
    - Mobile-enabled site
    - Payment methods – Purchase Order ("PO") or credit card
    - Standard reporting
    - Freight selection
    - Online sample request form
    - Product images (high resolution) associated with each item

Closing Date and Time

The closing date and time for this sourcing event is provided below in the **Anticipated Schedule**. If your time zone is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

Contract Award

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is based on the Cost per Points Ratio (Cost Proposal/Technical Points Received=Cost Points Ratio). All vendors within 300% of the lowest Cost Point Ratio will be awarded a contract.

Future Procurements

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

Length of the Contract

The contract resulting from this RFP will be for FIVE (5) years or the time identified by the awarded vendors during the clarification phase. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All

different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

ACTIVITY	DATE
RFP Issued	1/8/2020
Offeror Webinar Google Meeting (meet.google.com/axf-avqz-wmc)	1/22/2020 at 1:30 pm MST
Deadline for Questions during the Question and Answer Period	1/29/2020
RFP Offeror Submittals Due Date	2/12/2020
Identification of Potential Awarded Offeror	2/19/2020
Signing of Contract	3/4/2020
Anticipated Authorization to Proceed	3/4/2020

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ **Instructions To Supplier :**

Vendors must complete and upload Attachments B, C, and D.

Certification

I certify that I have read and agree to the this prerequisite. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

The objective criteria, or mandatory minimum requirements, that will be used to evaluate this solicitation are the completion of Attachments B, C, and D, including D1, D2, D3, and G.

Attachments B, C, D, and G can be found in the Buyer Attachment section of this solicitation.

Vendors must complete the forms and then upload their responses to Questions 3.2, 3.3, and 3.4 in the Questions section of this solicitation.

2 ★ **Instructions To Supplier :**

Vendors must complete and upload Attachments D1, D2, D3, E and G (if the vendor wishes to participate with Omnia Partners).

Certification

I certify that I have read and agree to this prerequisite. ×

Supplier Must Also Upload a File:

No

Prerequisite Content:

To determine which proposal provides the best value to the State, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed in this prerequisites section.

The subjective criteria are located in Attachment D – Project Capability in attachment D1, D2, D3, Attachment E, and G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector. Vendors must review and complete Attachment D, E, and G as described in that attachment.

3 ★ **Instructions To Supplier :**

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Certification

I certify that I have read and agree to the terms above. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review
In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Objective Criteria	Scoring Methodology
Completed Attachment B - Key Personnel Form	Pass / Fail
Completed Attachment C - Price Proposal Form	Pass / Fail
Completed Attachment D - Project Capability	Pass / Fail
Completed Attached E - Marketing/Education Plan	Pass/Fail
Submission submitted in SciQuest on time (Vendor clicked submit and uploaded and answered all necessary documents and questions)	Pass / Fail
Completed Attachment G – Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector	Pass/Fail

Stage 2: Technical Proposal Evaluation

Solicitation responses should indicate which categories that Offeror is responding to. In the responses, Offerors should: highlight experience as it relates to each category the Offeror is responding to, describe market presence to include any current presence at a national level, and indicate how Offeror would educate its team of the contract both within the State of Utah and nationally (such as how products would be distributed, a plan for meeting product needs from agencies, and how volume would be tracked and reported as necessary to the State of Utah and OMNIA Partners).

Solicitation responses that have received a passing score in each of the objective scoring criteria will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this solicitation. Proposals will be evaluated against the evaluation criteria as follows:

Evaluation Criteria	Scoring Methodology	Weighting of Criteria	Total Possible Points	Actual Score
Attachment D1 - Level of Expertise Plan (LE)	1, 5, or 10	45%	225	
Attachment D2 - Risk Assessment Plan (RA)	1, 5, or 10	25%	125	
Attachment D3 - Value Added Plan (VA)	1, 5, or 10	15%	75	
Attachment E - Marketing/Education Plan	1, 5, or 10	15%	75	
Total Technical Score		100%	500	

The evaluation team will provide a score using the above mentioned methodology using the following:
1 point – Offeror has demonstrated experience but was poor performing with supporting metrics
5 points – Offeror has no experience or experience with no demonstrated or verifiable metrics
10 points – Offeror has experience and is high performing with supporting or verifiable metrics

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Offerors who receive a minimum of **425** Technical Criteria points will move on to the Cost Proposal stage.

Final Stage: Cost Proposal Evaluation

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(6), the cost proposal will be evaluated independently from the technical proposal; and as such, must be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the Mandatory Minimum Requirements and the Technical Response.

Offeror must upload a completed market basket for each category that the vendor wishes to be considered for in the Questions section of this solicitation. If an offeror fails to upload a completed market basket, then its proposal will be considered non-responsive and the proposal will be rejected.

Failure to submit cost or pricing data separately will result in your proposal being judged as non-responsive and ineligible for contract

Offerors successful in the technical evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest Cost Point Ratio will be awarded a contract. Any Offeror whose Cost Point Ratio is within 300% of the lowest Cost Point Ratio will also be awarded.

Total Cost will be computed by adding up the proposed cost for all the items in each market basket. The formula to compute the Cost Point Ratio is: Total Cost/Technical Points = Cost Point Ratio. This will be done for each category individually.

The State reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the State.

4 ★ **Instructions To Supplier :**

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.

Certification

I certify that I have read and agree to the terms above. ×

Supplier Must Also Upload a File:

No

Prerequisite Content:

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:
http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc

An entire proposal cannot be identified as **"PROTECTED", "CONFIDENTIAL" or "PROPRIETARY"**.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

5 ★ **Instructions To Supplier :**

Offeror may take exception and/or propose additional language to the Standard Terms and Conditions that have been attached to this RFP.

Certification

I certify that I have read and agree to the terms above. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

Any contract resulting from this RFP will include, but not be limited to the Standard Terms and Conditions.

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to the Standard Terms and Conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the State of Utah's Standard Terms and Conditions for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

6 ★ **Instructions To Supplier :**

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

Certification

I certify that I have read and agree to the terms above. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation. No faxes or hard copies will be accepted.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on SciQuest. If an Offeror is in the middle of uploading a proposal when the closing time arrives, SciQuest will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto SciQuest may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

7 ★ **Instructions To Supplier :**

Additional information regarding this solicitation.

Certification

I certify that I have read and agree to the terms above. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

Addenda

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Question and Answer Period

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

Property of the Division

All documents submitted by the Offeror in response to this RFP become the property of the Division and will not be returned to the Offeror, except for the protected records as described below. (Government Records Access and Management Act (GRAMA)).

Errors

If the Offeror identifies any mistake, error, or ambiguity in the RFP at any time during the procurement process, it is the duty of the Offeror to notify the Division of the recommended correction in writing.

Prohibited Activities

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT for the State of Utah Division of Purchasing procurement officer overseeing this RFP.

If the Offeror or anyone representing the Offeror offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the State of Utah or any of its employees, agents or representatives at any time during this procurement process the Division will immediately disqualify the Offeror.

Late Proposals

The Division will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Offeror, unopened.

State Rights

The State may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the Work described in this RFP. The State reserves the right, in its sole and absolute discretion, to:

1. Reject any or all Proposals.
2. Issue a new RFP.
3. Cancel, modify, or withdraw the entire RFP.
4. Cancel the award of any Contract before execution without liability.
5. Issue Addenda, supplements, and modifications to the RFP.
6. Modify the RFP process (with appropriate notice to Proposers).

8. Revise and modify, at any time before the Proposal Due Date, the factors it considers in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Division may extend the Proposal Due Date if such changes are deemed by the Division, in its sole discretion, to be material and substantive.
9. Hold meetings and/or exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual informational meetings are held, the Division affords all Proposers an opportunity to participate in such meetings.
10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
11. Waive weaknesses, discrepancies, informalities, omissions or minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
12. Hold the Proposals under consideration for the duration of the Contract Award Period.
13. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
    1. Default on the part of an Offeror under previous contracts with the State;
    2. Unsatisfactory performance of previous work by Offeror under previous contracts with the State;
    3. Debarment or suspension under Division or Federal regulations to the Offeror;
    4. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
    5. The Proposer is not otherwise qualified and eligible to receive an award of the Contract under applicable laws and regulations.

Disclaimers

This RFP does not commit the State to enter into a Contract, nor does it obligate the State to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event is the State to be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the State, has been executed and authorized by the Division and approved by all required authorities.

Offerors are responsible to review Part 16 of the Utah Procurement Code and applicable rules to understand the State's protest process. Any protest not set forth in writing within the time limits specified in Part 16 is null and void and will not be considered.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

Proposal Revisions

During the clarification phase the State may enter into a discussion with the selected Offeror to determine final costs based on the final scope of work approved by the State and the vendor. During these discussions the selected Offeror's total price may not go higher than originally priced.

Equivalent Specification

Wherever in this RFP, an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.

Samples

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the invitation for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the invitation for proposals by the procurement unit.

New Technology

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

If the State of Utah Department of Technology Services is conducting this RFP then the Department of Technology Services has the authority to allow any and all State of Utah Executive Branch Agencies to participate in any contract resulting from this RFP in the event a procurement need arises. Allowing additional Executive Branch Agencies to participate in a contract resulting from this RFP will require a contract amendment and participation will be limited to the procurement items or scope of work identified in this RFP. All technology contract amendments will be issued in accordance with State of Utah Technology Governance Act § 63F-1-205, Utah Procurement Code, and Utah Administrative Rule R33-12-502.

Eligible Users

In addition to OMNIA Partners Participating Public Agencies outside the State, this contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

The following Eligible Users are allowed to use the awarded contract: State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

Each Eligible User is considered an individual customer. Each Eligible User will be responsible to follow the terms and conditions of this RFP. Eligible Users will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The State is not responsible for any unpaid invoice.

8 **Instructions To Supplier :**

If an Offeror is awarded a contract from this RFP then it is required to provide a quarterly administrative fee and report per the requirements listed below; this said quarterly administrative fee and report is only related to Utah agencies that utilize this Contract. In addition to the quarterly administrative fee and report, the successful Offeror will also be required to sign Attachment G (Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector), Exhibit B, OMNIA Partners Administration Agreement; the terms and conditions outlined in Attachment G related to Participating Public Agencies include those both within and outside of the State of Utah. Offerors should have any reviews required to sign the document prior to submitting a response as an Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement..

Certification

I certify that I have read and agree to the terms above. ✖

Supplier Must Also Upload a File:

No

Prerequisite Content:

The intention of the below fee and quarterly report is to be limited to only Utah agencies; the following Contract Administrative Fee and Quarterly Report requirements will apply to the awarded contract:

Quarterly Administrative Fee: Offeror agrees to provide a quarterly administrative fee to the Division of Purchasing in the form of a check, EFTor online through the Division's Automated Vendor Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be **1%**and will apply to all purchases (net of any returns, credits, or adjustments) made under the awarded contract.

Quarterly Utilization Report: Offeror agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The quarterly utilization report will show, at a minimum, the quantities and dollar volume of purchases by each: State of Utah Departments and Agencies, Cities, Counties, School Districts, Higher Education, Special Service Districts, and Other. The quarterly utilization report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.

Report Schedule: The quarterly utilization report shall be made in accordance with the following schedule:

Period Ends:	Reports Due:
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

Fee Payment: After the Division of Purchasing receives the quarterly utilization report, it will send the Offeror an invoice for the total quarterly administrative fee owed to the Division of Purchasing. Offeror shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or the quarterly utilization report is not received by the report due date, then the Offeror will be in material breach of the awarded contract.

Past Reports and Fees: The State reserves the right to not sign a contract resulting from this solicitation with a vendor that was awarded a previous contract that is not current on its administrative fee and administrative reports.

Buyer Attachments

Terms and Conditions for Goods & Services (Cooperative Contracts)	TCCoopGoodsServices-051319 (1)_UpdatedNH.docx	../Attachments/TCCoopGoodsServices-051319 (1)_UpdatedNH.docx
Description of Solicitation Process	Description of Solicitation Process.docx	../Attachments/Description of Solicitation Process.docx
Attachment B - Key Personnel Form	ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx	../Attachments/ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx
Attachment C - Price Proposal Sheet	MG20-81 - Attachment C.docx	../Attachments/MG20-81 - Attachment C.docx
Attachment D - Project Capability Templates	ATTACHMENT+D+Project+Capability+Submittal.docx	../Attachments/ATTACHMENT+D+Project+Capability+Submittal.docx
Attachment E - Marketing/Education Plan	MG20-81 - Attachment E.docx	../Attachments/MG20-81 - Attachment E.docx
Attachment G - OMNIA Participation	Attachment G - OMNIA Partners 1.9.20.docx	../Attachments/Attachment G - OMNIA Partners 1.9.20.docx
Claim of Business Confidentiality Form	confidentialityclaimform (1).doc	../Attachments/confidentialityclaimform (1).doc
Changing your Time Zone	Changing Your Time Zone.pptx	../Attachments/Changing Your Time Zone.pptx
Examples of Attachment D	Examples for Attachment D.docx	../Attachments/Examples for Attachment D.docx
Draft Score Sheet	Draft Scoresheet Unlocked.xlsm	../Attachments/Draft Scoresheet Unlocked.xlsm
Online Marketplace Presentation Slide Deck	MG20-81 - Online Marketplace Presentation.pptx	../Attachments/MG20-81 - Online Marketplace Presentation.pptx

Questions

★ Supplier Response Is Required

Page 1

Group 1: Presentation Link

Vendor has either attended the live presentation or watched the recording through the below link.

1.1 Please copy/paste this link into your web browser to get access to the presentation recording: ★

https://drive.google.com/file/d/1tXdE17QxuWSUPDyXZR_YGjSYWIul0uwZ/view?usp=sharing

Yes/No

No response.

Group 2: Acceptance of Prerequisites

2.1 Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local? ★

Yes/No

No response.

2.2 Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov. ★

Yes/No

No response.

2.3 Offeror acknowledges that it has uploaded a document providing a point-by-point response to the following prerequisites: the mandatory minimum requirements prerequisite, the technical requirements prerequisite, and any other prerequisite that required a document to be uploaded. ★

Yes/No

No response.

2.4 In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled “Educational Pricing” to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question. ★

Yes/No

No response.

2.5 Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension. ★

Yes/No

No response.

2.6 Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★

Yes/No

No response.

2.7 If awarded a State Cooperative Contract Offeror understands that its resulting contract may be terminated for convenience, without cause, if there is no reported spend for any one fiscal year of its contract. ★

Yes/No

No response.

Group 3: Vendor Information

3.1 Please provide your firm's legal company name. ★

Text (Multi-Line)

No response.

3.2 Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★

Text (Multi-Line)

No response.

3.3 Please provide your firm's contact information for the resulting contract, including the name, phone number, and email address of your firm's authorized representative. ★

Text (Multi-Line)

No response.

3.4 Please provide your ordering address and the remit to address. Please clearly identify each address. ★

Text (Multi-Line)

No response.

3.5 Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★

Text (Multi-Line)

No response.

3.6 Identify your firm's type of business. ★

Dropdown List (Pick One)

Partnership
Government
Sole Proprietor
Limited Liability Company
Not-for-Profit Corporation
For-Profit Corporation

No response.

3.7 Identify your company's Point of Contact for this solicitation, include the point of contact's phone number and email address. ★

Text (Multi-Line)

No response.

3.8 Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★

Yes/No

No response.

Group 4: Vendor's Submission

4.1 I have either attended the pre-proposal meeting or viewed the webinar of the pre-proposal meeting. ★

Yes/No

No response.

4.2 Upload your completed response for Attachment B: Key Personnel Proposal Form. ★

File Upload

No response.

4.3 Upload your response for Attachment D: Project Capability Submittal (LE, RA, VA) Checklist and Format. ★

File Upload

No response.

4.4 Upload your completed Attachment E here. ★

File Upload

No response.

4.5 If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form here as well as your redacted proposal.

File Upload

No response.

4.6 Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions, upload a document stating "None". ★

File Upload

No response.

Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit.

Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit.

4.7 Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled “Review & Submit”, then check the box under the “Certification” heading to certify their bid. Then click the blue box labeled “Submit Response” in order to submit their bid. ★

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

Yes/No

No response.

4.8 Upload your response for Attachment G: Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector. If you do not wish to participate in the nationwide portion of this contract, upload a word doc stating so. ★

File Upload

No response.

Group 5: Award Categories

5.1 Do you want to be considered for the Education category and have you inputted cost data for all items in the Education market basket? ★

Yes/No

No response.

5.2 Do you want to be considered for the Information Technology (IT) category and have you inputted cost data for all items in the IT market basket? ★

Yes/No

5.3 Do you want to be considered for the Maintenance, Repair, and Operations (MRO) category and have you inputted cost data for all items in the MRO market basket? ★

Yes/No

No response.

5.4 Do you want to be considered for the Office category and have you inputted cost data for all items in the Office market basket? ★

Yes/No

No response.

Product Line Items

Group P1: Education Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	Cleaner, Board, Dry Erase, 8 OZ		1	EA - Each	-	-	-	-
	Input the cost for one Cleaner, Board, Dry Erase, 8 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.2	Tape		1	TP - Ten Pack	-	-	-	-
	Input the cost for a pack of Tape, Eco, Magic, 3/4" x 900", 10 PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.3	Crayon		1	BX - Box	-	-	-	-
	Input the cost for a box of Crayon, 3-5/8", Cryaola, 24/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.4	Glue		1	EA - Each	-	-	-	-
	Input the cost for one Glue School, Elmers, 4 OZ as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.5	Eraser		1	EA - Each	-	-	-	-
	Input the cost for one Eraser, Magnetic, Dry Erase as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.6	Glue Stick		1	PK - Pack	-	-	-	-
	Input the cost for a pack of Glue Stick, Classroom, 30/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P1.7	Calculator		1	EA - Each	-	-	-	-
	Input the cost for one Calculator, Graphing, TI84 Plus as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							

Total Price (USD)

Group P2: Information Technology Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P2.1	Wireless Mouse and Keyboard		1	EA - Each	-	-	-	-
	Input the cost for one Logitech MX900 Wireless Keyboard & Mouse as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P2.2	27 Inch Display		1	EA - Each	-	-	-	-
	Input the cost for one HP 27ER 27 Inch Display as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P2.3	Headset		1	EA - Each	-	-	-	-
	Input the cost for one Logitech USB Headset H390 with noise cancelling mic as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							
P2.4	Presenter		1	EA - Each	-	-	-	-
	Input the cost for one Presenter, Wireless, R400 as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.							

P2.5	Headset		1	EA - Each	-	-	-	-

Input the cost for one Logitech H800 Bluetooth Wireless Headset Headset as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

Total Price (USD)

Group P3: Maintenance, Repair, Operations Market Basket

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P3.1	Battery		1	PK - Pack	-	-	-	-

Input the cost for a pack of Standard Battery, AA, Alkaline, 24/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P3.2	Caulk		1	EA - Each	-	-	-	-

Input the cost for one Adhesive Caulk, 5.5 OZ, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P3.3	Electrical Tape		1	EA - Each	-	-	-	-

Input the cost for one Electrical Tape, 7 mil, 3/4" x 66 ft., Blk as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P3.4	Safety Glasses		1	EA - Each	-	-	-	-

Input the cost for one Safety Glasses, Clear, Uncoated as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P3.5	Disposable Gloves		1	PK - Pack	-	-	-	-

Input the cost for one Disposable Gloves, Latex, L, Blue, 50/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

Total Price (USD)

Group P4: Office Category Market Basket

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P4.1	Manila File Folder		1	BX - Box	-	-	-	-

Input the cost for one Manila File Folder, Letter Size, 50/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P4.2	Highlighter		1	PK - Pack	-	-	-	-

Input the cost for one Highlighter, Assorted, 12/Pack as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P4.3	Copy Paper		1	RM - Ream	-	-	-	-

Input the cost for one ream of Copy Paper, 8.5" x 11", 20LB, White as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P4.4	Binder Clip		1	BX - Box	-	-	-	-

Input the cost for one box of Clip, Binder, Small, 12/Box as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

P4.5	Sticky Notes		1	PK - Pack	-	-	-	-

Input the cost for one pack of Note, Post-It, 1.5" X 2", Neon, 12/PK as of January 25th, 2020. If inputting an equivalent item, note the equivalent item and how it's equivalent in the notes.

Q&A Board

Subject = Attachments- void of identity — **Public Thread**

Q: Just to be clear, is attachment D (1,2,3) the only attachment that needs to be anonymous ?	Question added by: Anonymous	1/29/2020 1:56 PM EST
A: Attachment E also needs to be anonymous.	Answered by: Michael Glenn	1/29/2020 3:14 PM EST

Subject = Attachment B — **Public Thread**

Q: Can you please elaborate on the responsibilities of the Project Lead as indicated in Attachment B? Also, is this the only personnel title that we are meant to respond to?	Question added by: Anonymous	1/29/2020 11:11 AM EST
A: The project lead will be the primary person responsible for the contract and it's execution. This is the primary person we are asking for a response about.	Answered by: Michael Glenn	2/4/2020 11:13 AM EST

Subject = Peripherals Requirements — **Public Thread**

Q: The Peripheral Devices product category states that items should not connect to a user's network. Is this to mean that we cannot offer any printers, or other peripherals, that utilize a WiFi connection?	Question added by: Anonymous	1/29/2020 8:17 AM EST
A: That is correct. If there was to be a change in policy down the road that allowed for items that utilize a WiFi connections, then those would be allowed at that point. For now, they are not allowed.	Answered by: Michael Glenn	1/29/2020 5:37 PM EST

Subject = Value Added Items - Cost and Schedule Impact % — **Public Thread**

Q: Attachment D, D3 Value Added Items – Cost % impact and Schedule % impact seem to be correlated to the WRR that is no longer a part of the solicitation. Typically, these sort of metrics are services related, and this solicitation is product based. Will the State remove the Cost % and Schedule % requirement? If the State wishes to keep this requirement, will you clarify what is needed?	Question added by: Anonymous	1/27/2020 5:32 PM EST
A: Value Add can still be applicable for goods based solicitations. Things like "free shipping on orders over X" could be a value add and would have a cost savings percentage associated. Value add does not always need a Cost % or Schedule % if that value add isn't applicable to one. Both Cost % and Schedule % do not need to be included for each value add if it doesn't apply.	Answered by: Michael Glenn	1/29/2020 5:12 PM EST

Subject = Punch-Out Capabilities — **Public Thread**

Q: The solicitation details the requirements for an online marketplace platform. Considering the extensive breadth of the contract accessibility, how does the State intend to accommodate users who prefer integration with existing punch-out solutions?	Question added by: Anonymous	1/27/2020 12:51 PM EST
A: The State is looking for individual marketplaces for each respective vendor who submits, so these would be separate to any existing punch-out solutions for users to decide which contracts to use.	Answered by: Michael Glenn	1/27/2020 5:36 PM EST

Subject = Compliance Monitoring — **Public Thread**

Q: The solicitation explains that a more dynamic pricing structure ensures best value for users relative to a past practice of pricing based on percentage off list price. How does the State intend to monitor the resulting contract(s) to confirm users are receiving best value through the selected online marketplace(s) compared to other publicly solicited statewide contracts?	Question added by: Anonymous	1/27/2020 12:50 PM EST

A: By going after a market driven pricing structure, the State intends to receive the best value/pricing for the current market situation. It will also be up to end users of the contracts to compare and determine what is in their best interest/value price wise. If contracts have higher than market pricing, those contracts will receive less usage through comparison to the other contracts in the portfolio.

Answered by: Michael Glenn 1/29/2020 5:10 PM EST

Subject = Managing Sign-Ons **Public Thread**

Q: o In the solicitation, the State has noted the potential for multiple marketplaces. The RFP indicates that an online marketplace(s) with dynamic pricing would address the transactional, day-to-day needs of its users. However, several marketplaces may inhibit the speed and ease-of-use required to identify, compare price, and purchase transactional items. How does the State plan to manage a multi-marketplace, customer experience among its own users and eligible OMNIA users?

Question added by: Anonymous 1/27/2020 12:50 PM EST

A: The State publishes all contracts within a contract portfolio together so that end users can quickly see what contracts are out there. It is then on the end users to determine which contracts they wish to search and compare for the best pricing available to them. Once the end users have access to each marketplace, they will be able to quickly log in to each to search and compare pricing.

Answered by: Michael Glenn 1/29/2020 5:20 PM EST

Subject = remaining parts of the Information Technology Cata **Public Thread**

Q: Upon an award for the Information technology market place for peripherals is there a process to add the remaining parts of the information technology catalog, such as systems, client devices, networking equipment, etc. ?

Question added by: Anonymous 1/27/2020 10:35 AM EST

A: It is intended that, upon award, entire catalogs of vendors will be available to users of the contract. The exceptions would still remain for those items prohibited by statute.

Answered by: Michael Glenn 1/29/2020 3:18 PM EST

Subject = Extension Request **Public Thread**

Q: In order to ensure the State receives the best pricing and strongest response, we request a 10 business day extension til Feb 20.

Question added by: Anonymous 1/27/2020 10:02 AM EST

A: Right now we feel that the time frame is adequate and we will not be doing an extension.

Answered by: Michael Glenn 1/29/2020 3:16 PM EST

Subject = market place **Public Thread**

Q: I don't see anywhere you are asking for medical equipment, imaging equipment , Digital equipment for all medical & veterinary will you be looking to add this to the market place as well ? Medical tables etc..

Question added by: Anonymous 1/24/2020 6:33 PM EST

A: This group might be something we consider in the future, however, at this time we don't have a specific category just for medical equipment.

Answered by: Michael Glenn 1/29/2020 3:15 PM EST

Subject = Amendments **Public Thread**

Q: I am still deciding on whether to bid or not. Looks like there have been a number of amendments, yet I am having trouble accessing them to review. Do I have to hit "intend to bid" in order to access them? If I do that and decide not to bid, can I then change it to "No Bid"? How can I access the amendments to review?

Question added by: Anonymous 1/24/2020 5:18 PM EST

A: I am not sure, however, it is worth hitting "Intend to Bid" to be able to click around the solicitation and ensure you can view the amendments. Then if you want to change to "No Bid" later on, you can do that. Most of the amendments revolved around adding attachments and modifying the market basket items.	Answered by: Michael Glenn	1/24/2020 6:14 PM EST

Subject = Attachment A- SOU Standard Terms & Conditions, #21 — **Public Thread**

Q: I understand that the contractor would be responsible for the liability associated with freight to be FOB destination. I wanted to confirm that the actual freight charges are pre- pay and add, and not included in the unit price.	Question added by: Anonymous	1/24/2020 5:06 PM EST
A: That is correct, however, it will be up to the vendor to determine whether or not they want to offer free shipping for certain items or other incentives for shipping.	Answered by: Michael Glenn	1/27/2020 5:43 PM EST

Subject = Information Technology Category Market Basket - P5 — **Public Thread**

Q: The 600Vi you suggest is also end of life. These are discontinued and no longer offered by logitech. They are still available at places like Amazon until stock is depleted however they are not available in distribution. Additionally there are not many options left any longer offering noise canceling earbuds, with a 3.5mm pin jack in that price range. It may be best to select another item altogether.	Question added by: Anonymous	1/24/2020 12:24 PM EST
A: We have decided to go with a bluetooth headset. Please see the change in the items section.	Answered by: Michael Glenn	1/24/2020 4:17 PM EST

Subject = Information Technology Category Market Basket - P5 — **Public Thread**

Q: This item has a very vague description, listing no manufacturer, or model. Is it possible to get a more detailed description?	Question added by: Anonymous	1/24/2020 10:56 AM EST
A: Yes, we are looking for the Logitech Ultimate Ears 600vi Noise Isolating Headset or equivalent.	Answered by: Michael Glenn	1/24/2020 11:26 AM EST

Subject = Information Technology Category Market basket - P3 — **Public Thread**

Q: Item P3 describes a Clearchat headset however a model is missing and there a number of variants in the clearchat product lineup. All respondents should bid the same item so we compare apples to apples. Should all respondents use model H340 so that pricing is compared using the same item from all vendors?	Question added by: Anonymous	1/24/2020 10:54 AM EST
A: The item has been updated to reflect an H390 headset.	Answered by: Michael Glenn	1/24/2020 11:31 AM EST

Subject = Information Technology Basket Item P1 - MX800 — **Public Thread**

Q: This item is discontinued, and the new model is the MX900. Should all respondents use this as the replacement?	Question added by: Anonymous	1/24/2020 10:51 AM EST
A: Yes, please use the MX900 as the model to be priced.	Answered by: Michael Glenn	1/24/2020 11:32 AM EST

Subject = Pricing — **Public Thread**

Q: The State of Utah is requesting pricing as of 1/25/2020. This is a Saturday. Is it acceptable to use pricing as of 1/27/2020 ?	Question added by: Anonymous	1/24/2020 9:52 AM EST
A: Yes, the pricing may be current as of 1/27/2020.	Answered by: Michael Glenn	1/24/2020 11:20 AM EST

Subject = Webinar — **Public Thread**

Q: Do you know when the slide deck and recording from yesterday's webinar will be available?	Question added by: Anonymous	1/23/2020 4:07 PM EST

A: The were just uploaded. The link to the recording is in the powerpoint and in the Questions section of the solicitation.	Answered by: Michael Glenn	1/23/2020 5:22 PM EST

Subject = Scope of contract — **Public Thread**

Q: Would the resulting contracts include all potential items from an online marketplace or are items limited to the 4 "award categories"?	Question added by: Anonymous	1/22/2020 5:18 PM EST
A: The resulting contracts will include all potential items from an online marketplace that fall within the categories that a vendor is awarded for. So if a vendor is awarded for all 4 categories, it would be largely inclusive of all available items.	Answered by: Michael Glenn	1/23/2020 1:36 PM EST

Subject = How — **Public Thread**

Q: What needs to be done to be able to be on this inquiry?	Question added by: Anonymous	1/22/2020 10:57 AM EST
A: By responding fully to the solicitation (filling out and submitting all required items as described in this solicitation) you will be considered and your submission will be evaluated.	Answered by: Michael Glenn	1/23/2020 1:35 PM EST

Subject = Group P2 Market Place — **Public Thread**

Q: Is the State of Utah only looking for pricing for the items listed in the market place, or is it the State of Utah's intention to receive additional pricing in addition to the items specifically called out in each group of the market place? if it is the States intention to receive additional pricing, what is the best method of attaching additional items quoted to this RFP ?	Question added by: Anonymous	1/22/2020 9:52 AM EST
A: The market basket is only being used for the cost evaluation portion of the solicitation. The intent of the contract is to then open up entire vendor catalogs for the categories awarded. Pricing for entire catalogs does not need to be submitted since the resulting contracts will be based on dynamic pricing and will fluctuate, potentially, daily.	Answered by: Michael Glenn	1/22/2020 10:48 AM EST

Subject = Attachment "F1 WRR" — **Public Thread**

Q: It is our intention to offer products only and no services. That being said is this attachment relevant for us ?	Question added by: Anonymous	1/20/2020 8:44 AM EST
A: This attachment is not relevant to the solicitation and resulting contracts. It has been removed from the solicitation.	Answered by: Michael Glenn	1/21/2020 1:44 PM EST

Subject = Attachment "F1 WRR" — **Public Thread**

Q: What is this document used for?	Question added by: Anonymous	1/20/2020 8:43 AM EST
A: This is used more in service based contracts to monitor progress of the project and what risks may be coming up/mitigated. This attachment is not relevant to the solicitation and resulting contracts. It has been removed from the solicitation.	Answered by: Michael Glenn	1/21/2020 1:45 PM EST

Subject = Attachment "G" — **Public Thread**

Q: If we are already an Omnia vendor do we still need to submit attachment “G” ?	Question added by: Anonymous	1/20/2020 8:43 AM EST
A: Yes, since each solicitation/contract with Omnia is different, they will require a new Attachment G to be submitted.	Answered by: Michael Glenn	1/21/2020 1:46 PM EST

Subject = 3% RAF — **Public Thread**

Q: If we are already an Omnia vendor does the RAF we have already pre-negotiated with Omnia override this 3% RAF or is the 3% RAF in addition to what we already have in place with Omnia ?

Question added by: Anonymous — 1/20/2020 8:43 AM EST

A: The 3% RAF is specific to this contract. Each contract is treated as separate/new in terms of the RAF and any exceptions to it. So the RAF for this contract will only apply for usage on this contract. Any requested exceptions should be submitted with the proposals.

Answered by: Michael Glenn — 1/22/2020 10:20 AM EST

Subject = Offeror Webinar Google Meeting — **Public Thread**

Q: How do we insure we get an invite to this pre-bid meeting ?

Question added by: Anonymous — 1/20/2020 8:42 AM EST

A: Everyone who sees this solicitation is already invited. It will be recorded and posted to this solicitation in case vendors are unable to attend the meeting. The link for the meeting is in the description section, at the bottom in the schedule portion. I have also put the link here: meet.google.com/axf-avqz-wmc

Answered by: Michael Glenn — 1/21/2020 1:52 PM EST

Subject = Attachment "C" - Pricing — **Public Thread**

Q: This attachment is asking for a total price, however there are tens of thousands of products within the “Information Technology Category Market Basket”. Is there a way you would prefer to review pricing other than a simple total of all products in this category? Would you like to see actual sell prices by product or simply a discount off list by category?

Question added by: Anonymous — 1/20/2020 8:42 AM EST

A: Thank you for bringing this up. Attachment C does not need to be filled out and has been replaced. Cost will be evaluated through the market baskets in the "Items Section" of the solicitation. Please fill out all items in each category that you wish to be considered for.

Answered by: Michael Glenn — 1/21/2020 1:43 PM EST

Subject = MG20-81 bid — **Public Thread**

Q: Good morning, Noble was awarded the contract UTAH CONTRACT # MA2882 ...Can you please let me know if this contract will be recognized for this Bid or if this Bid is for something completely different. https://www.noble.com/contract-vehicles/state-and-local-government/naspo-valuepoint-program/state-utah-contract Thank you Cassia Proude Cproude@Noble.com 781-616-1546

Question added by: Anonymous — 1/9/2020 8:12 AM EST

A: This solicitation won't affect existing contracts with the State of Utah. This is a new contract portfolio. Vendors are encouraged to respond to this solicitation if they meet the scope as it provides an opportunity for another contract if they are awarded.

Answered by: Michael Glenn — 1/9/2020 11:07 AM EST

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 5/6/24
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.

1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

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WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

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prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
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Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
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Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby
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Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	John Moss
Email:	johnmos@cdw.com
Phone:	312-547-2453
HST#:	36-4230110

Submission Details

Created On:	Thursday June 27, 2019 08:11:44
Submitted On:	Tuesday August 13, 2019 13:11:20
Submitted By:	John Moss
Email:	johnmos@cdw.com
Transaction #:	3bee9b55-c457-4fdb-b721-f488e24ba2bb
Submitter's IP Address:	165.225.57.75

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony. - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding $2B. From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group: Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks. Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly $700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than $8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy. Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of

8	Provide a detailed description of the products and services that you are offering in your proposal.	Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations:: • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on- premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions. But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver: - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.

9	What are your company's expectations in the event of an award?	Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: $350,000,000 Actual growth for 2018: $550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award: 2020: $594,930,000 2021: $624,680,000 2022: $655,910,000 2023: $688,710,000 2024: $723,140,000 Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security. 2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions. 3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell, and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data: • Current CDW corporate credit ratings are all stable: o Moody's: Ba2 o Standard and Poor's: BB+ o Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at $1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at $16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately $17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported $1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea your sales and service force and with your dealer	a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place. Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions. Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence. We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position. b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.

		www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafetoriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation. For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing. SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council. Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS

Industry Recognition & Marketplace Success

Line Item	Question	Response *

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner. Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019 Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019 Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women. Best for Vets Employer 2019 Military Times Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019 Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality. Top 100 Solution Providers Computer Dealer News (CDN) Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list: - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts.

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: $142,600,688 2017: $133,866,901 2016: $142,939,903	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051	*
City of Chattanooga	Matthew McDarmont	423.643.6339	*
University of Colorado	Duane Tucker	303.764.3453	*
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175	
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	$23,575,763	*
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	$18,026,658	*
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,731,256	*
Clarksville- Montgc County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,569,029	*
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	$13,029,947	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector: - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector: - Education: ~20 - Government: ~20 - Healthcare: ~15 All of CDW•G and CDW Canada's salesforce are direct employees. Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints.
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly.

27	Service force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau; WI Here's a further services coverage breakdown, by services area and resource type. - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of Partner Network with whom we have collaborative, ongoing relationships. Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance * requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69. Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type. - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91% But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity. CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract. 1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members. 2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements. 3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell. 4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth. 5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads. 6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers. 7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page. 8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort. 9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness. 10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly

		seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.
34	In your view, what is Sourcewell's role in p Sourcewell- awarded contract into your sal	Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.

35	Are your products or services available thr e- procurement system and how governme	Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from $30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment. As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer. Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk- through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process. As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.

Value-Added Attributes

Line Item	Question	Response *

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality...there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments. CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.
37	Describe any technological advances that your proposed products or services offer.	As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members. Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members: VR VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely. CDW Blueprint to Design™ We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafetoriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service

while delivering approximately 450 completed design packages for our customers.

Drones

Sourcewell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.

Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcewell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.

We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcewell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:

- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Go Green The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: https://www.linkedin.com/company/cdw
- Facebook: https://www.facebook.com/CDWCorporation/
- Spiceworks: http://community.spiceworks.com/pages/CDW
- Twitter: https://twitter.com/CDWCorp
- YouTube: https://www.youtube.com/user/CDWPeopleWhoGetIT https://www.youtube.com/user/CDWTechvision
- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer-_-HowWeDoIt-_-Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.

For more information, please see our Additional Documentation uploads.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards. Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours. Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment. Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health. Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of o manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware. These are some of the programs we offer Sourcewell members: - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two. CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications: - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business - HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded $2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers. CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements. The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly. One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a- half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components--technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over $200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be g experience with gaming laptops and desktops,

gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		created a K-12 specific Education Team made of former educators and experts. Collective Previous Experience - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between $2,000-4,000.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more. Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%. Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.

48	What are your proposed exchange and return programs and policies?	Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.
49	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following: - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-

		located distribution centers that hold $220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment. CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour: https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. For orders using the Sourcewell contract's terms and conditions, the Sourcewell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcewell Member receives invoice detailing Sourcewell contract has been used and this leads into reporting. For managing the contract and providing quarterly sales reports, Sourcewell h post- award process. Other companies often leave contract management to th outside of the scope of the RFP erroneously being purchased through this c The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcewell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcewell to review any details and answer questions, as needed. Sourcewell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards. CDW•G will not be using a dealer network as part of our response.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Sourcewell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your resp	To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost- savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for $699 and the one bought just yesterday suddenly drops in value from $399 to $99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slo evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large- scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcewell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcewell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members' experience is streamlined and services can begin in a timely manner.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never 'tacked on' after purchase.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost $10 and the 2-day air option costs $25, then the Member is asked to pay $15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the 'free ground' consideration.

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck. For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down. As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership. The next element of CDW•G's compliance process is a defined self- audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items: - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported $187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there. This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options. After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CDW•G is proposing the same general administrative fee which led to more than $2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees: - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% To best serve Sourcewell's grow 1.50% For select product categories in our offer, to best meet Sourc - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
66	Describe your capability to report Sourcewell me eco- labe	For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is curre Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship. - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorize including mobile device management, carrier activations, and application development. Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW' expertise across multiple technologies. - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC. - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert

guidance and support. Lenovo
– Largest Global Partner
CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:
- CSP – Cloud Solution Provider
- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:
- Reseller of Microsoft Cloud Solutions
- Office 365 customers deployed
- U.S. Partner in Azure
- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.
CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:
- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- ~650 Cisco Certified Associates (CCNA/CCDA)
- ~700 Cisco Certified Sales Experts Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.
Dell EMC. We have the following certified Dell-EMC engineers at CDW•G
- ~40 EMC certified technology architects
- ~10 Dell EMC Enterprise technical pre-sales specialists
- ~10 Dell EMC client solution specialists
- ~10 EMC certified cloud architects
- 1 EMC certified data scientist
- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.
Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.
- Certification: American Society for Quality - Certified Six Sigma Green Belt
- Certification: CCIE
- Certification: CCNP/CCDP
- Certification: Certified ScrumMaster (CSM)
- Certification: Cisco Telepresence PM Certification
- Certification: CISSP
- Certification: CSM
- Certification: CSM (Certified Scrum Master)
- Certification: ITIL Foundation
- Certification: ITIL Foundation
- Certification: ITIL Foundation

		- Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sou for- profit) and plans to grow utilization of your	Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront. We intend to continue our sales team segmentation approach to serving Members because it wo us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself. Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as"Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- Marketing Plan/Samples - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- WMBE/MBE/SBE or Related Certificates - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- Warranty Information - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- Pricing - Pricing.zip - Tuesday August 13, 2019 10:00:57
- Supplemental Pricing Documentation (if needed) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- Additional Document - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

RFP #081419
REQUEST FOR PROPOSALS
for
TECHNOLOGY CATALOG SOLUTIONS

Proposal Due Date: August 14, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Technology Catalog Solutions to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 14, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 27, 2019
Pre-proposal Conference:	July 18, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 7, 2019, 4:30 p.m., Central Time
Proposal Due Date:	**August 14, 2019**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 14, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Technology Catalog Solutions, to include a complete electronic catalog system permitting Sourcewell and Sourcewell Members to make web-based purchases, and receive delivery of:
    a. Computer hardware, including desktops, laptops, tablets, and related devices;
    b. Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;
    c. Peripherals, accessories, components, and options, including printers, scanners, monitors, AV equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;
    d. Software related to the purchase of the equipment described in subparts a – c above; and,
    e. Tech support or assessment services related to the purchase of the equipment or software described in subparts a – d above.

    The catalog must be designed to populate with the Sourcewell and Sourcewell Member pricing offered by Proposer. To the extent that Proposer has retail store locations, the system must be capable of providing Sourcewell and Sourcewell Member pricing for purchases at Proposer's retail store locations.

    The primary focus of this solicitation is on the offering of a technology catalog, but alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method.

2. This solicitation should NOT be construed to include "services only", or "consulting only" solutions. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. RFP#020817 Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $600 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to

INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

Sourcewell

6/28/2019

Addendum No. 1
Solicitation Number: RFP#081419
Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP states that the estimated annual value of all transactions from contracts resulting from this solicitation is USD $600 Million, and that proposers are expected to propose volume pricing. Are you sure that it will be $600M contract value?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

The RFP requests the proposer to provide a list of products and solutions in the proposer's catalog. Is there a standard template for sharing the catalog contents?

Answer 2:

The format of the proposal is left to the discretion of the proposer. Each proposer will select its preferred format for communicating its proposed solution for the requested equipment, products, and services, as described in the RFP.

End of Addendum

Acknowledgement of Addendum One (1) to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on June 28, 2019, is required at the time of proposal submittal.

Sourcewell

7/15/2019

Addendum No. 2
Solicitation Number: RFP#081419
Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Question #57 asks us to "Propose a method of facilitating 'sourced' products or related services which may be referred to as 'open market items." It was our understanding that the RFP is for a full catalog solution, please clarify this question?

Answer 1:

RFP Question #57allows each proposer to propose the method of facilitating sourced goods that apply to the solutions that the proposer offers, if any. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

Question 2:

For RFP Question #67, is your expectation that re-sellers provide this information as this is typically something a manufacturer would address?

Answer 2:

RFP Question #67 allows each proposer to describe the proposer's capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products

within proposer's catalog, if any. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

Question 3:

For RFP Question #68, please clarify. Is Sourcewell asking how we would manage this coop in addition to others on which we are currently named?

Answer 3:

RFP Question #68 allows each proposer to describe the proposer's strategy related to the implementation and management of multiple cooperative purchasing contract awards, which may include Sourcewell in the event of an award. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.

7/16/2019

Addendum No. 3
Solicitation Number: RFP#081419
Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It is our assumption that this RFP is seeking a catalog solution to enable Sourcewell to facilitate electronic shopping for its members, however it is not clear if Sourcewell is seeking a list of discounted solutions from which its members may purchase. Can Sourcewell clarify which options it is looking for with responses?

Answer 1:

Sourcewell is seeking proposals for the technology needs of Sourcewell and Sourcewell Members, as identified in RFP Section II. B. 1., subsections a. – d., within a proposer's electronic catalog solution. Please refer to RFP Section II. B. for a complete statement of Sourcewell's Requested Equipment, Products, or Services.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.

7/19/2019

Addendum No. 4
Solicitation Number: RFP#081419
Solicitation Name: Technology Catalog Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is "cost plus" pricing acceptable?

Answer 1:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. "Cost plus" is not an acceptable method of pricing a proposer's equipment, products, and services. However, "cost plus" is an alternative that a proposer may elect to use, in proposer's discretion, in the identification of costs that are not included in pricing for items such as installation, set up, training, inspection, delivery, etc. Proposals are evaluated based on the criteria stated in the RFP.

This Answer 1 supersedes the answer provided orally during the Pre-Proposal Conference held July 18, 2019.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/19/2019, is required at the time of proposal submittal.

www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.7. Meeting Date: 6/21/2021

Report Prepared by: Ken Elwin, Director of Public Works and Venus Rodriguez, Finance Officer

SUBJECT: Adoption of a Resolution Authorizing Fiscal Year 2021-22 Annual Special Tax Rates for Community Facilities District (CFD) No. 2003-2 (Services)

REPORT IN BRIEF
Considers setting the Annual Special Tax Rates for Fiscal Year 2021-22 for Community Facilities District (CFD) No. 2003-2 (Services) for the City of Merced.

RECOMMENDATION
City Council - Adopt a motion approving **Resolution 2021-47**, a Resolution of the City Council of the City of Merced, California, acting as the legislative body of the Community Facilities District No. 2003 -2 (Services) of the City of Merced, authorizing the establishment of an annual special tax for said district for Fiscal Year 2021-2022.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify); or,
3. Deny; or,
4. Refer back to staff for consideration of specific items as requested by Council; or,
5. Continue to a future meeting.

AUTHORITY
In accordance with Ordinance 2144, set the annual special tax rates for the fiscal year 2021-22 for the Community Facilities District No. 2003-2 (Services) (the “District”) pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 Division 2 of Title 5 of the California Government Code (the “Act”), commonly known as the “Mello-Roos Community Facilities Act of 1982.”

CITY COUNCIL PRIORITIES
As provided for in the proposed FY 2021-22 Budget

DISCUSSION
Pursuant to the Mello-Roos Community Facilities District Act of 1982 and the City’s Policies, the City Council formed Community Facilities District No. 2003-2 (Services), the “District” on January 5, 2004. A successful election was conducted to levy special tax within the District. On January 20, 2004, the City adopted Ordinance No. 2144, which authorized the levy of special tax within the boundaries of the District and specified that the City Council by resolution annually set the special tax rates.

On May 2, 2005, November 21, 2005, March 20, 2006, April 16, 2007, July 16, 2007, November 19, 2007, December 17, 2007, November 19, 2009, August 1, 2016, December 19, 2016, December18, 2017, May 21, 2018, April 20, 2020, September 21, 2020, November 2, 2020 and June 7, 2021 areas known as Annexation Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9,10, 11, 12, 13, 14, 15 and 16 were formally annexed into the Community Facilities District No. 2003-2 (Services) through successful elections or consents and became subject to Ordinance No. 2144.

The Community Facilities District No. 2003-2 (Services) was formed to ensure funding is available for services in areas that are considered new growth. Special tax is collected and used to pay for all or portions of the following services: police and fire protection services, maintenance of parks, landscaping, parkways, open space, storm drain and streetlight.

The rates of the special tax may increase each year by the average of the Consumer Price Index, Urban Wage Earners, and the Clerical Workers category for the San Francisco, Oakland, San Jose and the United States' City averages. The proposed maximum special tax rates require annual City Council approval. The rates are set at the maximum taking into account the 1.858% allowable increase.

Approval of the 2021-22 maximum special tax rates will generate approximately $71,920 additional revenue based on current year assessments to cover increase in costs and/or services provided in the new growth areas.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. The Special Tax Rates increase is included in the fiscal year 2021-22 proposed budget.

ATTACHMENTS

1. Resolution 2021-47
2. CFD Improvement Areas Fund Balances

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AUTHORIZING THE ESTABLISHMENT OF AN ANNUAL SPECIAL TAX FOR SAID DISTRICT FOR FISCAL YEAR 2021-2022

WHEREAS, the City Council (the "Legislative Body") of the City of Merced, California (the "City") had previously initiated proceedings, held public hearings, conducted elections and received a favorable vote from the qualified electors to authorize the levy of special taxes in and for the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District"), including Annexation Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and,

WHEREAS, this Legislative Body, by the adoption of Ordinance No. 2144 (the "Ordinance") as authorized by Section 53340 of the Act, has authorized the levy of such special taxes within the District; and,

WHEREAS, Government Code Section 53340 and the Ordinance specify that this Legislative Body may provide, by resolution, for the levy of the special taxes within the District in the current tax year at the same rates or at lower rates than the maximum rates provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy, including the amount of the special tax to be levied on each parcel for the current tax year (the "Fiscal Year 2021-2022 Certified List"), is timely filed by the clerk or other official designated by this Legislative Body with the Auditor of the County of Merced (the "County Auditor"); and,

WHEREAS, it is now necessary and appropriate that this Legislative Body levy and collect the special taxes for Fiscal Year 2021-2022 for the purpose specified in the Ordinance by the adoption of a resolution as specified by the Act and Ordinance.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon all parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance, the special taxes for Fiscal Year 2021-2022 at the tax rate set forth in Exhibit "A", which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the District may make any necessary modifications to these special taxes to account for any unforeseen circumstances; provided, however, that any such modifications shall not result in an increase in the tax applicable to a category and can only be made prior to the submission of the Fiscal Year 2021-2022 Certified List to the County Auditor.

SECTION 3. The Finance Officer is hereby authorized and directed to prepare or cause the preparation of the Fiscal Year 2021-2022 Certified List and to submit such list to the County Auditor on or before August 10th or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 5. It is hereby further directed that a certified copy of this Resolution, together with the Certified List for Fiscal Year 2021-2022, also be filed with the County Auditor.

SECTION 6. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services, special tax" or by any other suitable designation, the installment of the special tax.

SECTION 7. The County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the

amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 8. This Resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 5/24/21
City Attorney Date

X:\CFD-Services\Resolution to Establish Tax-Annex 1-16 FY 21-22.docx

STATE OF CALIFORNIA)
) ss.
COUNTY OF MERCED)

I, _____, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Merced, acting as the Legislative Body of the City of Merced, at a regular or adjourned regular meeting thereof held on the _____ day of _____ 2021, and that it was so adopted by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

By:_____
City Clerk of the City of Merced

EXHIBIT A
FISCAL YEAR 2021-22
SPECIAL TAX RATES

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES)
OF THE CITY OF MERCED

	Type of Property					
	Single Family Residential (per Unit)	Multi-Family Residential (per Unit)	Retail (per 1,000 sq.ft.)	Office (per 1,000 sq.ft.)	Industrial (per 1,000 sq.ft.)	Other (per 1,000 sq.ft.
Area 1	816.48	709.22	95.34	87.90	59.58	95.34
Area 2	959.52	803.08	163.88	153.46	101.30	163.88
Area 3	883.54	762.84	119.18	113.22	71.50	119.18
Area 4	907.38	774.76	132.60	125.14	80.44	132.60
Area 5	728.58	639.18	64.06	55.12	43.20	64.06
Area 6	780.72	706.24	59.58	59.58	32.76	59.58
Area 7	1,044.46	893.96	172.82	171.34	99.82	172.82
Area 9	958.04	810.52	156.44	147.50	95.34	156.44
Area 10	715.18	636.20	52.14	46.18	34.26	52.14
Area 11	950.58	807.54	150.48	143.02	90.88	150.48
Area 12	652.60	597.46	20.84	17.86	14.90	20.84
Area 13	883.54	701.76	172.82	148.98	119.18	172.82
Area 14	750.92	640.68	84.92	73.00	59.58	84.92
Area 15	940.16	816.48	129.62	128.12	74.48	129.62
Area 16	825.94	701.76	111.18	101.06	72.18	111.18
Area 17	762.40	632.44	105.40	88.08	75.08	105.40
Area 18	922.68	763.84	158.82	144.38	102.52	158.82
Area 19	625.22	589.12	N/A	N/A	N/A	N/A
Area 20	625.22	589.12	N/A	N/A	N/A	N/A
Area 21	997.78	791.28	215.14	192.04	141.50	215.14
Area 22	1,085.86	899.58	212.26	202.14	128.50	212.26
Area 23	1,117.62	859.16	280.12	251.24	184.82	280.12
Area 24	1,051.20	875.04	197.82	187.70	119.84	197.82
Area 25	1,319.78	1,064.20	314.78	301.78	189.16	314.78
Area 26	1,367.42	1,072.86	324.88	310.44	194.92	324.88
Area 27	1,204.26	1,010.76	239.68	236.80	137.16	239.68
Area 28	1,367.42	1,072.86	324.88	310.44	194.92	324.88
Area 29	1,455.50	1,100.30	424.52	391.30	268.56	424.52
Area 30	938.56	804.28	140.06	134.28	83.74	140.06
Area 31	248.36	200.70	85.18	89.52	43.30	85.18
Area 32	1,426.64	1,283.68	232.46	261.34	102.52	261.34
Area 33	1,631.68	1,381.86	363.88	375.42	192.04	375.42
Area 34	1,227.36	1,071.42	210.80	219.48	108.28	219.48
Area 35	784.06	691.66	76.52	72.18	47.64	76.52
Area 36	837.50	697.42	128.50	112.62	85.18	128.50
Area 38	5,816.30	5,157.84	1,454.06	1,660.56	622.34	1,660.56
Area 39	1,173.94	1,020.88	199.26	205.04	105.04	205.04
Area 40	1,189.82	870.70	347.98	304.66	233.92	347.98

Note: Merced County's property tax is payable in two installments; therefore, the above rates are rounded down to the nearest even cent so it is divisible by two.

	February 2020	**February 2021**	**Percentages Change**
CPI Urban Wage Earners United States City	251.935	256.843	1.948%
CPI Urban Wage Earners San Francisco	292.010	297.170	1.767%
Average			**1.858%**

Community Facilities Distrct 2003-2 Services

Improvement Area	Fund	Improvement Name	6/30/2021 Projected Fund Balance	City Manager Recommended Revenue	Expense	6/30/22 Projected Fund Balance
1	164	Bellevue Ranch East	165,068	235,365	235,365	165,068
2	165	Compass Pointe	347,786	127,011	214,207	260,590
3	166	Sandcastle	32,718	93,434	116,397	9,755
4	167	Bright Development	36,155	62,208	70,294	28,069
5	168	Merced Renaissance	16,526	14,385	16,535	14,376
6	169	Big Valley	6,226	1,362	2,049	5,539
7	170	Bellevue Ranch West	335,342	305,936	305,925	335,353
9	172	University Park	340,394	48,743	51,185	337,952
10	173	Tuscany	17,506	11,885	29,391	-
11	174	Provance	411,935	76,571	76,571	411,935
12	175	Promenade	16,450	1,205	1,205	16,450
13	176	Alfarata Ranch	34,868	3,570	3,570	34,868
14	177	Franco	164,656	35,804	39,078	161,382
15	178	Cottages	25,849	18,771	29,348	15,272
16	179	Tuscany East	10,833	11,300	11,300	10,833
17	180	Hartley Crossing	12,191	5,560	5,560	12,191
18	181	Crossing at River Oaks	15,284	4,717	8,184	11,817
19	182	Mohammed Apartments	6,979	1,192	1,175	6,996
20	183	Sunnyview Apartments	37,956	4,655	4,672	37,939
21	184	University Park II	170,203	52,769	61,438	161,534
22	185	Moraga of Merced	112,338	242,265	235,086	119,517
23	186	Mission Ranch	49,390	26,225	26,225	49,390
24	187	Cypress Terrace 6&7	11,540	42,060	42,060	11,540
25	188	Cypress Terrace East	168,543	74,160	74,160	168,543
26	189	Meadows	274,160	56,294	56,294	274,160
27	190	Lantana Estates	95,060	37,123	37,123	95,060
28	191	Meadows 2	117,406	10,945	11,634	116,717
29	192	Paseo	9,021	5,223	14,244	-
30	193	Highland Park	64,490	22,221	22,221	64,490
31	194	Mercy Hospital	167,724	27,618	50,437	144,905
32	195	Fahrens Park Plaza	148,557	15,285	15,288	148,554
33	196	Mansionette Estate #5	28,017	19,877	19,877	28,017
34	197	Northview Profesional Cente	9,287	8,072	15,785	1,574
35	198	Compass Pointe Apts	14,027	10,100	18,415	5,712
36	199	Merced Station	12,380	43,364	43,364	12,380
40	203	Stoneridge South	-	11,472	11,472	-
		Total	**3,486,865**	**1,768,747**	**1,977,134**	**3,278,478**

ADMINISTRATIVE REPORT

Agenda Item J.8. Meeting Date: 6/21/2021

Report Prepared by: Julie Nelson, Senior Planner, Development Services Department

SUBJECT: Approval of a Professional Services Agreement with J.B. Anderson Land Use Planning and Deposit and Reimbursement Agreement with Bellevue Merced, LLC, for Preparation of an Environmental Document for the Proposed M Street and Bellevue Road Annexation in the Amount of $28,924.00

REPORT IN BRIEF

Considers approving a Professional Services Agreement with J.B. Anderson Land Use Planning along with a Reimbursement Agreement with Bellevue Merced, LLC, for preparation of an environmental document for the proposed annexation of approximately 37 acres location on the north side of Bellevue Road, west of M Street (extended).

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Professional Services Agreement with J.B. Anderson Land Use Planning in the amount of $28,924.00 for preparation of an environmental document for the M Street and Bellevue Road Annexation; and,

B. Approving the Deposit and Reimbursement Agreement with Bellevue Merced, LLC, in the amount of $31,816.40 to cover the cost of the consultant contract and staff time for the administration of the environmental review process; and,

C. Approving an increase of revenue in the amount of $22,324.00 to account 017-0804-360-01-02 - Other Revenue Developers and appropriating $28,924 to account 017-0804-512-17-00-Professional Services ($6,600 previously paid by the developer into account 017-0804-331-03-17- Environmental Review Fees) for payment to J.B. Anderson Land Use Planning; and,

D. Approving an increase of revenue in the amount of $2,892.40 to account 017-0804-331-01-11 - Cost Recovery; and,

E. Authorizing the City Manager or designee to execute the documents.

ALTERNATIVES

1. Approve the agreements, as recommended by staff; or,
2. Approve the agreements, subject to modifications by City Council (identify specific items to be amended in the motion); or,

3. Deny; or,
4. Refer to staff for reconsideration of specific items (to be addressed in the motion); or,
5. Continue to a future City Council meeting (date and time to be specified in the motion).

AUTHORITY
Charter of the City of Merced, Section 200

DISCUSSION
Proposed Project

Bellevue Merced, LLC, and AB Merced, LLC have submitted an application to annex approximately 37 acres of land generally located north of Bellevue Road, west of M Street (extended) (Attachment 1). The proposed annexation would include approximately 13.05 acres of land for High Density Residential, approximately 16.1 acres of land for Commercial Office, approximately 4.9 acres of Open Space and approximately 3.06 acres for streets and right-of-way (Attachment 2). The proposed land uses are consistent with the current General Plan land use designations. This proposed annexation was presented to the City Council on October 19, 2020, as part of a comprehensive review of future annexations. At that time, the Council directed staff to proceed with this proposed annexation. Therefore, staff has continued our review of the project and are working to move the annexation forward.

As part of the review process, an environmental review in compliance with the California Environmental Quality Act (CEQA) is required. Due to the complexity and time it takes for the environmental review, City staff and the applicant have agreed to have an outside consultant prepare the environmental review document. City staff and the project applicants are recommending that J.B. Anderson Land Use Planning be selected as the environmental consultant due to their experience with similar projects and their understanding and level of analysis of the project issues in the subject area. J.B. Anderson Land Use Planning and its staff members who will work on the project have the required experience and qualifications to complete the proposed environmental work.

Terms of the Agreements

Attachment 3 contains the recommended agreement for professional services which includes a scope of services, budget, and the anticipated schedule. The scope of work will include the preparation of an initial study in anticipation of the preparation of a Mitigated Negative Declaration (if it is determined that an Environmental Impact Report is required, the scope will need to be amended), and technical studies that include air quality, greenhouse gas analysis, and traffic. All the work will be performed by J.B. Anderson Land Use Planning with no sub-consultants proposed.

As indicated in the reimbursement agreement (Attachment 4), the applicant will pay for the entire consultant cost ($28,924.00), less $6,600 previously paid by the applicant at the time of application submittal. The applicants will also reimburse the City for staff time spent on administering the environmental process based on actual cost of time, services and materials. An additional deposit of $2,892.40 (ten percent of the cost of the environmental review) is required upon execution of the agreement.

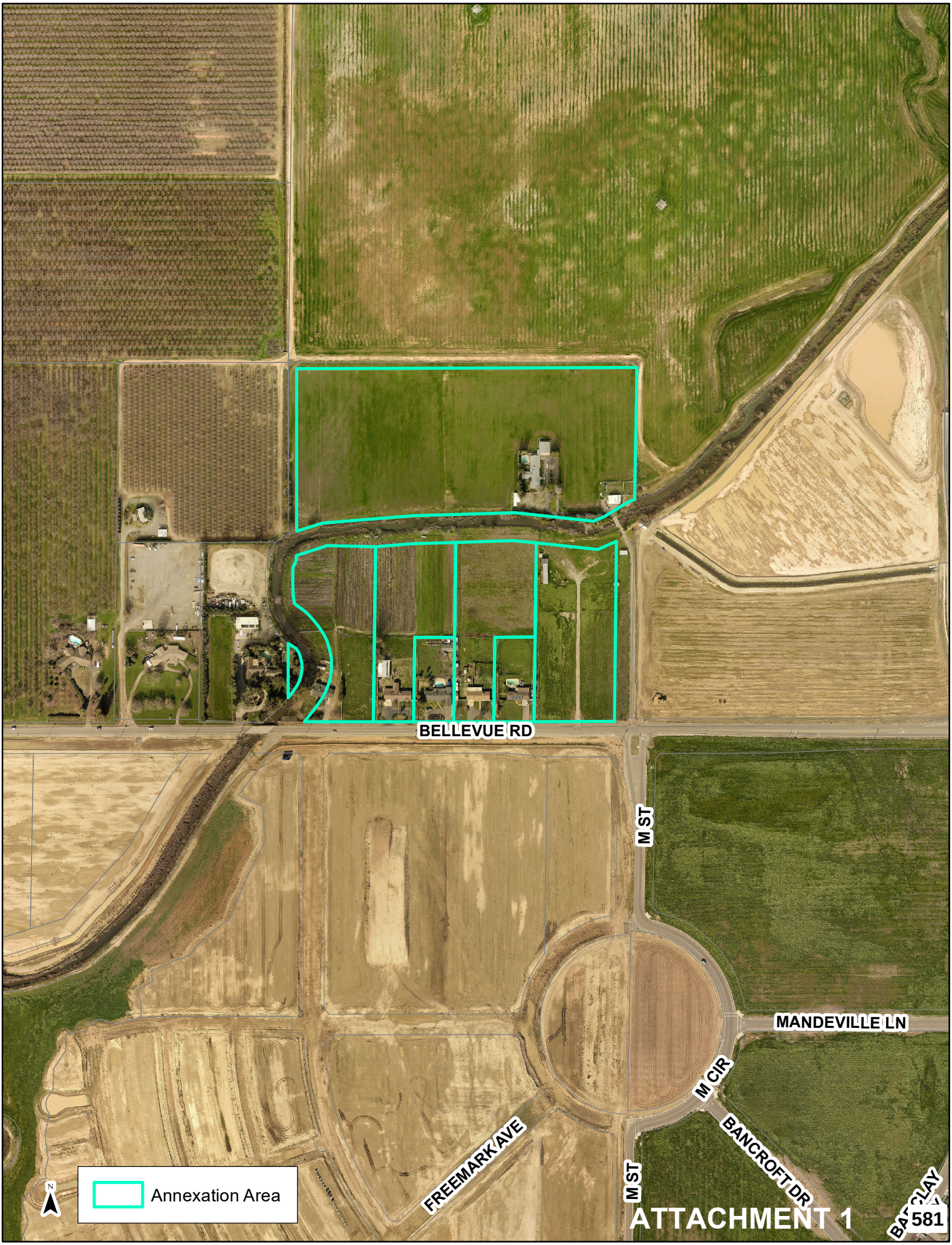
The applicants also acknowledge in Section 2 of the reimbursement agreement (Attachment 4) that "the contract with the Consultant is being entered into by the City as an accommodation to the Developer to facilitate the evaluation of the project and does not guarantee any particular result of outcome. Developer further acknowledges and agrees that it shall have no control over the work product of the Consultant, and that its payment of the costs is not dependent thereon."

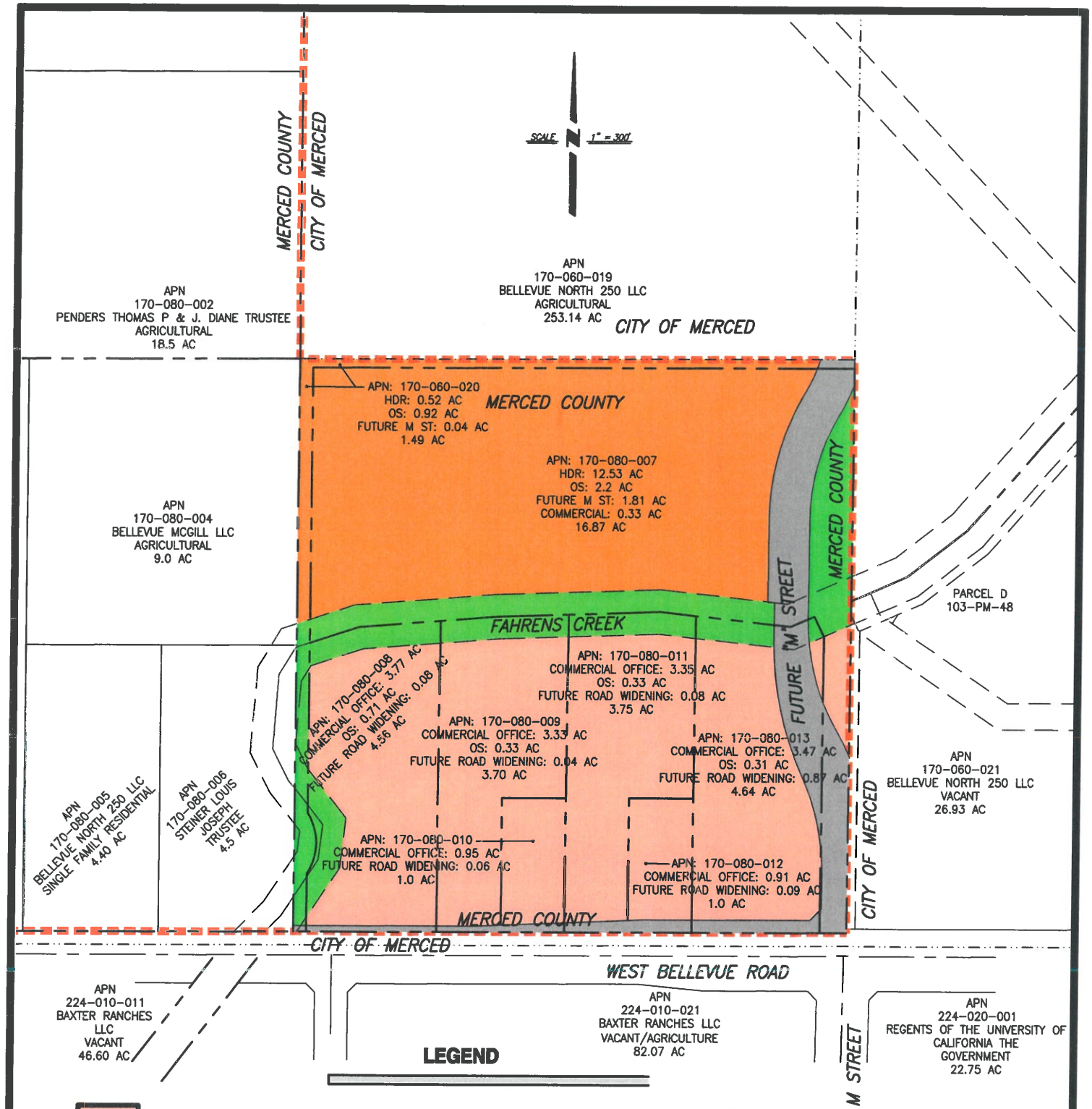
IMPACT ON CITY RESOURCES

The entire cost for preparing the environmental document ($28,924.00) will be reimbursed to the City by the developers (less the $6,600 previously paid) as well as the costs ($2,892.40) to cover City staff management of the consultant contract and environmental process.

ATTACHMENTS

1. Location Map
2. Proposed Land Uses
3. Professional Services Agreement with J.B. Anderson Land Use Planning
4. Deposit and Reimbursement Agreement with Bellevue Merced, LLC


BELLEVUE RD
M ST
MANDEVILLE LN
M CIR
BANCROFT DR
FREEMARK AVE
M ST
Annexation Area
ATTACHMENT 1
581



MERCED CALIFORNIA

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
507 J STREET • LOS BANOS, • CALIFORNIA 93635
(209) 548-9300 FAX:(209) 548-9305

PRE-ZONE EXHIBIT
'M' STREET ANNEXATION
MERCED COUNTY, CALIFORNIA

DRAWN BY:	BB
DATE:	10/15/20
SHEET:	1 / 1
JOB:	125983

K:\125983\PLANNING\8.5x11 PRE-ZONING EXHIBIT 2

ATTACHMENT 2

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and J.B. Anderson Land Use Planning, a California Corporation, whose address of record is 139 South Stockton Avenue, Ripon, California 95366 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to annex approximately 37 acres, generally located north of Bellevue Road, west of M Street (extended); and,

WHEREAS, Consultant represents that it possesses the professional skills to provide environmental services in connection with said project.

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

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the planning environmental services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end when the environmental document is completed to the City's satisfaction, all required copies of the document have been provided, all required meetings have been attended, and the final documents has been certified by the City.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-Eight Thousand Nine Hundred Twenty-Four Dollars ($28,924.00).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars

($100,000) for any one person and as required by law, including Employer's Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

(i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Consultant shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

(i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City

may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov/.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so

terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

/ / /

/ / /

/ / /

/ / /

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:_____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 5/6/21
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

CONSULTANT
J.B. ANDERSON LAND USE
PLANNING, A California Corporation

BY:_____
Mark Niskanen

Its: Vice President
(Title)

Taxpayer I.D. No. 27-2423212

ADDRESS: 139 S. Stockton Ave.
Ripon, CA 95366

TELEPHONE: (209) 599-8377
FAX:_____
E-MAIL:
mark@jbandersonplanning.com

City of Merced

CEQA COMPLIANCE PROPOSAL

M STREET ANNEXATION PROJECT

April 16, 2021

Submitted By:

J.B. ANDERSON
LAND USE PLANNING

139 South Stockton Ave.
Ripon, CA 95366
Phone: 209.599.8377

mark@jbandersonplanning.com

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SECTION 1 INTRODUCTION

J.B. Anderson Land Use Planning is pleased to present this proposal to the City of Merced for the preparation of CEQA compliance documents for a project known as the M Street Annexation, located in Merced County, directly abutting City of Merced City Limits (hereinafter referred to as the "Proposed Project").

The Proposed Project generally consists of the annexation of 37.01-acres into the City of Merced. The Annexation Area is composed of eight (8) parcels totaling 37.01 acres. The existing General Plan Land Use Designation for the Project Area is Commercial Office (CO), High Density (HD) and Open Space/Park Recreation (OS). The Annexation area will be Pre-Zoned as Commercial Office (CO), High Density Residential (R-4), and Open Space (OS), which correspond with their respective General Plan Land Use Designation.

The City of Merced is requesting proposals for the CEQA compliance documents and is requesting the selected Consultant Team to prepare the Initial Study/Negative Declaration, prepare the Mitigation Monitoring and Reporting Program, and attend Public Hearings with the City of Merced Planning Commission, City Council, as well as Merced LAFCO.

For this Proposal, the contact information for J.B. Anderson Land Use Planning is as follows:

Project Manager:
Mark Niskanen, Vice President
mark@jbandersonplanning.com
139 S. Stockton Avenue
Ripon, California 95366
Telephone: (209) 599-8377

For the purposes of organization, this Proposal is presented in the following sections:

Section 1, Introduction:

This Section provides the City of Merced with a description of how this Proposal is organized, as well as to provide experience of the Project Manager and the J.B. Anderson Land Use Planning Team.

Section 2, Project Understanding:

This Section provides the City of Merced with a description of our Firm's understanding and recommended CEQA approach of the Project.

Section 3, Scope of Work:

This Section provides the City of Merced with a description of the Scope of Work associated with preparing the Project's CEQA compliance documents and associated Technical Studies.

Section 4, Project Schedule:

This Section provides the City of Merced with a Project Schedule that corresponds to the Scope of Work in Section 3.

Section 5, Statement of Qualifications:

This Section provides the City of Merced with a Statement of Qualifications, including Project Team resumes, and our firm's qualifications to complete CEQA Compliance Processing.

SECTION 2 PROJECT UNDERSTANDING

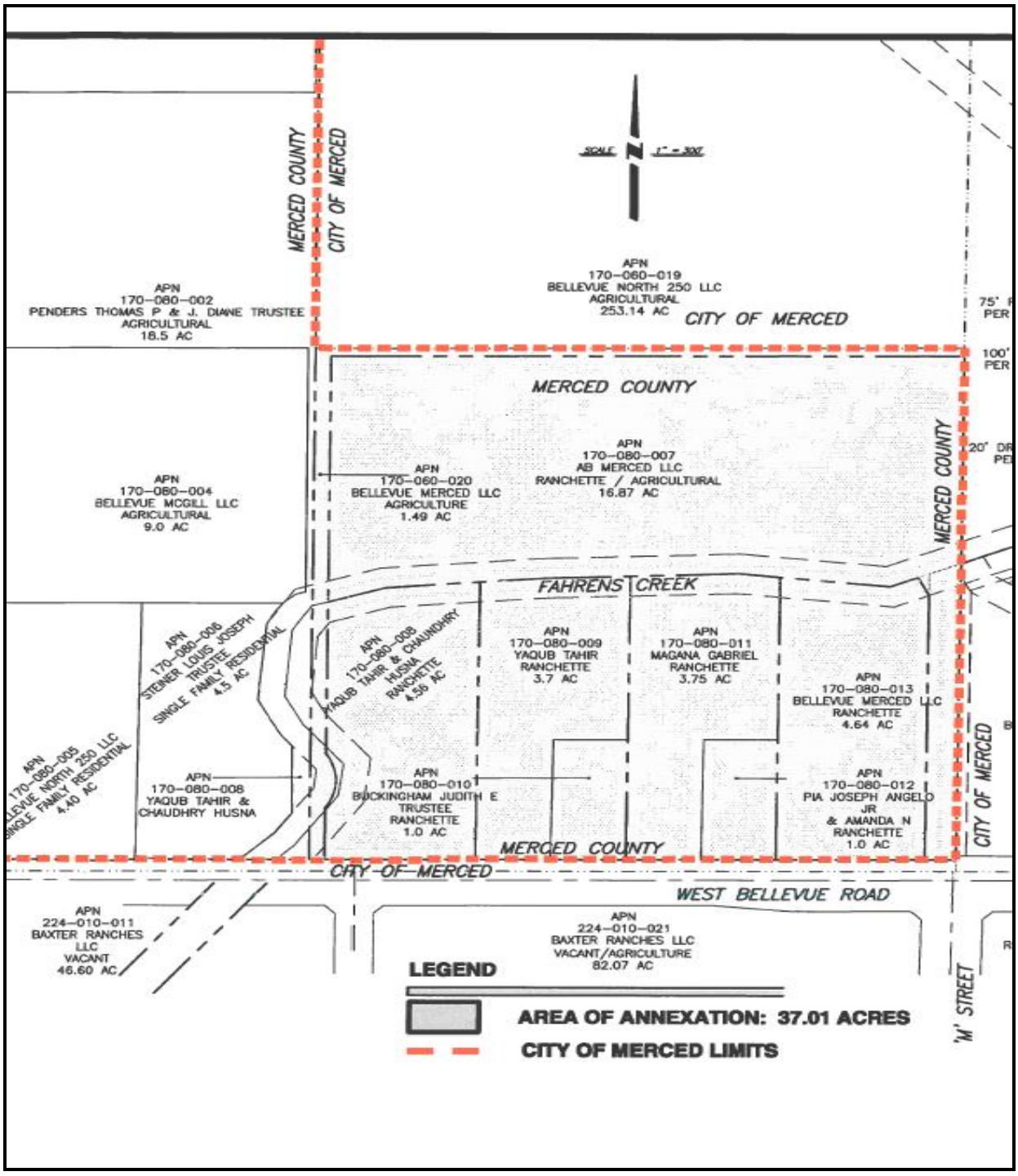
J.B. Anderson Land Use Planning (JBAP) is pleased to present this proposal to the City of Merced for the preparation of CEQA compliance documents for the Proposed Project.

The Applicant, Benchmark Engineering, has submitted an Application for Annexation and Pre-Zone to the City of Merced to allow for the Annexation of the project area into the City of Merced. The Proposed Project generally consists of the annexation of 37.01-acres into the City of Merced in an unincorporated area of Merced County which directly abuts City of Merced City Limits. The City's General Plan designates the project site for Commercial Office (CO), High Density (HD), and Open Space/Park Recreation (OS). At this time, the Proposed Project does not include a specific development request, which may change based upon future discussions with City staff and Merced LAFCo staff. As part of the Proposed Project's Initial Study, a Project Description will be prepared based upon the realistic capacity of development within the Proposed Project site in accordance with General Plan land use densities and the development standards of the City's Zoning Ordinance.

Our Firm also understands that the Applicant has engaged various Technical Studies associated with the Proposed Project, including Traffic, Biological Resources, and the like. Our Firm will work with the Applicant and Benchmark Engineering to ensure each of the Technical Studies prepared for the Proposed Project are completed to supplement the Proposed Project's CEQA analysis.

The Proposed Project site is bounded by vacant land to the north and east, Bellevue Road to the south, and a single-family ranchette and vacant land to the west. Below is the Annexation Exhibit for the Project Area:

Annexation Area



SECTION 3 SCOPE OF WORK

The Scope of Work presented below provides the tasks necessary to prepare the Proposed Project's Initial Study and CEQA Compliance documents.

Task 1

PROJECT KICK-OFF MEETING AND BACKGROUND RESEARCH

J.B. Anderson Land Use Planning (JBAP) staff shall coordinate with the City of Merced to schedule and attend a Project Kick-Off Meeting. Said Meeting is suggested to discuss the various Proposed Project components, with follow up on project schedule, milestones, etc.

JBAP staff shall also coordinate a meeting with the City of Merced staff to discuss various Proposed Project components, including applicable Technical Studies for the Proposed Project.

Background Research: Part of this task shall also include background information and research. Various documents, most notably the City's General Plan and EIR, the Proposed Project's Land Use Application package, written correspondence from City Departments and Outside Agencies, and the Proposed Project's Technical Studies shall be reviewed in preparation of the Project Description and CEQA analysis.

Deliverables: Meeting Minutes of the Project Kick-Off Meeting shall be provided via email.

Meetings: One (1) Project Kick-Off Meeting.

Task 2

PROJECT DESCRIPTION

Upon completion of the Project's Kick-Off Meeting and Background Research, JBAP staff shall prepare the Project Description, which will be included as part of the Project's CEQA compliance documents. A Draft Project Description will be submitted to the City of Merced for review and comment prior to submittal to the City of Merced. Upon review, any comments received by City staff will be incorporated, and the Project Description will be finalized.

Deliverables: An electronic copy of the Draft and Final Project Description provided via email.

Meetings: There are no meetings anticipated for this task. Phone and email communication may be required for this task.

Task 3

INITIAL STUDY

JBAP staff shall initiate and prepare the Proposed Project's Initial Study. The Proposed Project's Initial Study shall be prepared in accordance with Section 15603 of the CEQA Guidelines.

The format of the Initial Study shall follow Appendix G of the CEQA Guidelines, unless otherwise directed based on discussions with the City of Merced.

The Initial Study shall consist of the following:

1. Background
2. Sources
3. Environmental Factors Potentially Affected
4. Determination
5. Summary of Mitigation Measures
6. Background and Introduction
7. Project Description
8. Environmental Evaluation
9. Appendices

Administrative and Public Review Draft IS/MND: JBAP staff shall first prepare an Administrative Review Draft Initial Study/Mitigated Negative Declaration for review by the City of Merced. The City staff shall be provided up to ten (10) hard copies and one (1) electronic copy for review and comment. Upon review and comment, JBAP staff shall incorporate comments from the City and prepare the Public Review Draft Initial Study/Mitigated Negative Declaration (IS/MND).

It is anticipated that City of Merced will be responsible for distributing the Public Review Draft IS/MND and JBAP will prepare the Notice of Intent for City staff review, and the City of Merced will distribute the NOI.

Deliverables: Five (5) Hard Copies and one (1) electronic copy each of the Administrative Draft Initial Study/Mitigated Negative Declaration. Twenty (20) hard copies, one (1) electronic copy, and fifty (50) copies on disk of the Public Review Draft Initial Study/Mitigated Negative Declaration.

Meetings: There are no meetings anticipated for this task. However, conference calls may be warranted to conduct discussions on the Project's IS/MND.

Task 4

PUBLIC REVIEW PERIOD

Once the 30-day Public Review period has closed, JBAP staff shall collect, and review comments received. For the purposes of this task, it is not anticipated that the Project's Mitigated Negative Declaration will be required to be re-circulated for public review based on the level and type of public comments received.

Deliverables: If necessary, documentation providing Response to Comment Letters.

Meetings: There are no meetings anticipated for this task.

Task 5

FINALIZE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

JBAP shall prepare the Project's Mitigation Monitoring and Reporting Program in accordance with Sections 15074(d) and 15097 of the CEQA Guidelines. A Draft Mitigation and Monitoring Reporting Program (MMRP) shall be submitted to City staff for review and comment. Upon review, JBAP staff shall finalize the Project's IS/MND and Mitigation Monitoring Program and include it as part of the Project's Administrative Record.

Deliverables: JBAP will prove twenty (20) hard copies and twenty (20) electronic copies on CD's of the MMRP and Final IS/MND.

Meetings: There are no meetings anticipated for this task.

Task 6

PUBLIC HEARINGS AND NOTICE OF DETERMINATION

Depending upon the CEQA determination made in Task 5, JBAP staff shall coordinate with City staff to allow for approval of the Project's MND, and the preparation and filing of the Project's Notice of Determination. This task also assumes JBAP staff will attend the Planning Commission, City Council, and Merced LAFCO (if needed) Public Hearings.

This task may also include preparation and filing of the Project's Notice of Determination (NOD) in accordance with Section 15075 of the CEQA Guidelines. The Project's NOD shall be filed with the State Office of Planning and Research (OPR) and Merced County Clerk's Office within five (5) days of certification of the Project's CEQA compliance document. We understand City staff will be responsible for posting the NOD with the Merced County Clerk Recorder's Office. Applicant is responsible for all associated fees.

Deliverables: Copies of the Project's Notice of Determination.

Meetings: One (1) Public Hearing each at the Planning Commission, City Council and Merced County LAFCO.

ASSUMPTIONS

1. J.B Anderson Land Use Planning distributes Invoices on the 1st of each Month.
2. Based on comments from City staff, JBAP shall coordinate separate Proposals for each technical study that is required to support the CEQA document. (if necessary)
3. If applicable, a ten (10) percent administrative charge is added to the administering of the Proposed Project's Technical Studies.
4. It is assumed that the Client will provide the relevant Technical Studies needed as part of the Proposed Project's CEQA analysis.
5. It is assumed that City staff will be responsible for all public noticing, distribution, and preparation of staff reports for the Project.
6. This proposal shall remain valid for a period of 90 calendar days from the date of submittal.
7. J.B. Anderson Land Use Planning has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete this Proposed Project.

SECTION 4 PROJECT SCHEDULE

The following Project Schedule/Timeline assumes that the CEQA analysis for the Project shall begin upon receiving a Notice to Proceed in June of 2021. The Project Schedule also does not consider the timing of the Proposed Project's Technical Studies. Upon receipt of a Notice of Proceed, our Firm will work with City of Merced and Benchmark Engineering to understand the timing of these Technical Studies, which will then allow us to refine the schedule presented below.

Many of these tasks can run concurrently and one should not assume a total processing timeline simple by adding the timeline intervals.

TASK	DESCRIPTION	TIMELINE**
1	Project Kick-Off Meeting and Background Research	June 2021
2	Project Description	June/July 2021
3	Initial Study / Proposed Mitigated Negative Declaration	July/August 2021
4	Public Review*	August 2021
5	Mitigation Monitoring and Reporting Program	September 2021
6	Public Hearings and Notice of Determination	To Be Determined by City staff

*Includes 30-day Public Review Period as required by CEQA.

**Time subject to change based on forthcoming meetings with City staff to determine the scope of any Technical Studies required for the Proposed Project.

SECTION 5 COST ESTIMATE

The following Cost Proposal has been prepared based on our understanding of the Project and the tasks described above:

Stonefield Homes - M Street Annexation - CEQA Project April 2021		President	Vice President	Associate Planner	Assistant Planner	Admin Assistant	
Hourly Rate		**$220**	**$192**	**$126**	**$93**	**$66**	
Task		**Hours**					**Cost**
TASK 1	Project Kick-Off Meeting and Background Research	0	6	2	6	0	$1,962.00
TASK 2	Project Description	1	10	4	6	0	$3,202.00
TASK 4	Initial Study	6	20	32	32	16	$13,224.00
TASK 5	Public Review	0	4	4	4	0	$1,644.00
TASK 6	Mitigation Monitoring and Reporting Program	1	2	4	6	4	$1,930.00
TASK 7	Public Hearings and Notice of Determination	0	6	2	6	0	$1,962.00
	Sub-Total of Tasks	**8**	**48**	**48**	**60**	**20**	**$23,924.00**
Administrative Expenses (i.e. Mileage, Copies, Project Administration).							$5,000.00
TOTAL ESTIMATE (NOT TO EXCEED)							**$28,924.00**

SECTION 6 STATEMENT OF QUALIFICATIONS

J.B. Anderson Land Use Planning is a full-service Land Use and Environmental Planning Firm Located in Ripon, California. Established in 1993, J.B. Anderson Land Use Planning has provided Land Use and Environmental Planning services in California through a host of Public Agencies and Municipalities. J.B. Anderson Land Use Planning Office is located at the following address: 139 S. Stockton Avenue, Ripon, California, 95366. All professional Land Use and Environmental Planning Services are provided from this office.

J.B. Anderson Land Use Planning has provided Land Use and Environmental Planning Services in various jurisdictions within the Central Valley and Sierra Nevada Foothills, including, Stanislaus, San Joaquin, Calaveras, Merced, Madera, Tuolumne, and Mariposa Counties. As a value-added component, our Firm offers clients a wide range of Land Use and Environmental Planning Services. We provide short and long-range Land Use Planning and Environmental services on Projects ranging from Public Works Improvements, Conditional Use Permits, to multi acre Master or Community Plans.

Our firm supports a highly educated and experienced staff with experience in Land Use Planning, Land Management, and environmental review and compliance in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Continuity and knowledge earmarks our work for a positive humanitarian approach to growth and development in each jurisdiction we have the opportunity to provide our expertise in.

SERVICES AND AREAS OF EXPERTISE

PUBLIC POLICY OF CURRENT AND ADVANCED PLANNING

- Housing Elements
- AB 170 – Air Quality Elements
- AB 32 Compliance
- SB 375 Compliance
- Zoning Ordinance Amendments
- Specific Plans
- Community Plans
- Municipal Services Reviews
- Conditional Use Permits
- Variance Applications

CONTACT STAFF SERVICES

- Project Management and staffing for Current and Advanced Planning Projects
- staff Reports
- Public Outreach Programs
- Planning Commission/City Council Presentations

ENVIRONMENTAL PLANNING

- CEQA/NEPA Compliance Documents
- Technical Peer Review Assistance
- Air Quality Modeling and Permitting
- Green House Gas Emissions Evaluation

KEY PERSONNEL

John B. Anderson – *President*

Mr. Anderson holds a Bachelor of Science degree in National Resource Planning and B.A. in Geography with an emphasis in Cartography from Humboldt State University – Arcata, California. Mr. Anderson has extensive knowledge and understanding of the California Environmental Quality Act (CEQA), California Zoning and Development Laws, Surface Mining and Reclamation Act (SMARA), California Subdivision Map Act, Williamson Act, and California Government Code as well as over 29-years of experience in public and private sector planning. Mr. Anderson's experience is with preparation of Budgets, Investigation of planning regulations for Applications of planning regulations for current planning projects and on-going monitoring of legislative issues.

Employment History:

1993 to Present	J.B. Anderson Land Use Planning - President
1990-1993	Anderson Home - Forward Planner
1988-1990	Stanislaus County - Associate Planner
1984-1988	Tuolumne County - Planner III

Special Experience:

1990-1997	City of Ceres - Planning Commissioner (Chair for 2-terms)
1993-1997	City of Waterford - Planning Director
1997-1999	City of Livingston - Planning Director
2012-2015	City of Riverbank - Community Development Director

Mark Niskanen – *Vice President*

Mr. Niskanen holds a Bachelor's Degree from San Diego State University in Public Administration, with an emphasis in City and Regional Planning. With sixteen (16) years of professional planning experience in the Central Valley and Sierra Nevada Foothills, Mr. Niskanen is experienced and well versed in Federal, State, and Local Policies and Regulations related to land use development and environmental issues.

As Vice President, Mr. Niskanen is responsible for Project Management, and has worked on a variety of public agency land use and environmental planning projects. Currently, Mr. Niskanen serves as the Planning Manager for the City of Waterford and Contract Planner for the City of Oakdale. In this role, Mr. Niskanen is responsible for managing and processing Current and Advanced Planning Applications and Projects, including Cannabis related Use Permits, Specific Plan Amendments, and Annexations. Mr. Niskanen has also successfully prepared General Plan Housing Elements for the County of Mariposa, and Cities of Livingston, Riverbank, and Oakdale, all of which were adopted and certified by the California Department of Housing and Community Development. Mr. Niskanen has also prepared a variety of CEQA and NEPA documents, including Environmental Impact Reports, Negative Declarations, and NEPA compliance documents associated with Community Development Block Grant Projects.

Employment History:

2002 to Present	J.B. Anderson Land Use Planning – Vice President
2001-2002	URS Corporation - Environmental Planner

Special Experience:

2015-Present	City of Waterford - Community Development Director
2015-Present	City of Oakdale - City Planner
2002-2004	American Planning Association – California Chapter, Central Section Sub-Committee

David Niskanen – *Associate Planner*

Mr. David Niskanen holds a Bachelor's Degree from San Francisco State University in Urban Studies and Planning. While at San Francisco State University, David worked on a variety of projects, including a Secondary Housing Survey and Report of the City of San Francisco for the San Francisco Planning Department. David completed his internship with the City of Livingston and J. B. Anderson Land Use Planning and joined JBAP as an Assistant Planner at the end of 2013. In 2018, David was promoted to an Associate Planner at JBAP and is excited to continue his career as a planning professional.

As an Associate Planner, Mr. Niskanen is responsible for project management for land use and environmental planning projects for public and private sector clients, including zoning documents, CEQA projects, and land use entitlement processing. His other skills include air quality modeling using the California Emissions Estimator Model (CalEEMod), project organization and management. He also has experience working as a staff planner for the Cities of Lathrop and Waterford.

Employment History:

2013 to Present	J. B. Anderson Land Use Planning – Associate Planner

Special Experience:

2015 to Present	City of Lathrop and City of Waterford - Municipal Contract Planning and General Plan Housing Elements – 5th Cycle

Roman Acosta – *Assistant Planner*

Mr. Roman Acosta holds a Master's Degree in Public Administration (MPA) with an emphasis in public policy and political theory from Northern Arizona University. In addition to his MPA degree, he holds two (2) Bachelor's degrees from Syracuse University in Political Science and Philosophy. Through various internships, including one with a federal congressional representative, Mr. Acosta is experienced in local public policy, and various governmental regulations. On top of his seven (7) years in advanced education he has completed various classes through the University of California – Davis Extension Land Use and Natural Resources Department including: Developing and Writing CEQA Documents; Redesigning the Zoning Ordinance; Writing for Engineer's, Planners, and Policy Makers; Subdivision Map Act; and Vested Rights, Vesting Maps, and Development Agreements.

As an Assistant Planner, Mr. Acosta is responsible for many day-to-day planning related tasks. He has worked with a variety of public agencies, and has assited in the preparation of policy documents including Housing Element for the County of Mariposa, City of Waterford, and the City of Los Banos. He provides support documentation and research analysis for his J.B. Anderson and Public Agency colleagues.

Employment History:

2016 to Present	J. B. Anderson Land Use Planning – Assistant Planner

Special Experience:

2020 to Present	City of Oakdale – staff Planner on-call
2016 to February 2019	City of Riverbank - staff Planner on-call

REPRESENTATIVE PROJECT EXPERIENCE

Per the Request for Proposal, the following provides a list and brief summary of our Firm's representative project experience as it relates to preparing CEQA compliance documents.

East F Street Corridor Specific Plan Amendment Supplemental Environmental Impact Report (EIR)

On behalf of the City of Oakdale, JBAP has been engaged to prepare a Supplement to a previously certified EIR for the proposed East F Street Corridor Specific Plan Amendment. The Proposed Project consists of a Specific Plan Amendment to amend various land use designations within a 187-acre Plan Area located in the eastern portion of the City of Oakdale (Stanislaus County). The Supplement to the previously certified EIR analyzes environmental topics such as Aesthetics, Greenhouse Gas Emissions, Land Use and Planning, Noise, and Transportation/Traffic. The Draft and Final EIR is anticipated to be certified by the City of Oakdale in Fall/Winter 2019.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

River Pointe Subdivision Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Oakdale, JBAP prepared an IS/ND for a Project known as River Pointe in the City of Oakdale. The River Pointe Subdivision consisted of a Rezone from R-A, Residential Agricultural to PD, Planned Development, Design Review, Tentative Parcel Map and a Vesting Tentative Subdivision Map to subdivide 4.98 acres into twenty-one (21) single-family residential lots and two (2) common lots: a 27,030 sq. ft. common area and a 4,742 sq. ft. landscape area. An existing residence and two (2) buildings are to remain on a 1.22 acre parcel. The subdivision is planned to be private gated community with a HomeOwners Association (HOA) to manage the private streets and all common areas. The Proposed Project was approved by the Oakdale City Council in June 2017.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

Oak Leaf Meadows Multi-Family Residential Project Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Oakdale, JBAP prepared an IS/ND for a Project known as the Oak Leaf Meadows Multi-Family Residential Project. The Proposed Project consisted of a request by Visionary Home Builders of California for a General Plan Amendment and Rezone to allow for the development of fifty-six (56) multi-family residential units, a 5,000 square foot community center, tot lot and play area, and a day care/head start facility on a 3.29-acre site. The project is proposed to accommodate lower income households and was approved by the Oakdale City Council in 2018.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

Edgewater Estates Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Waterford, JBAP has been engaged to prepare an IS/ND for a single-family residential subdivision in the City of Waterford known as Edgewater Estates. The Edgewater Estates Subdivision consists of a Rezone and Subdivision Map to allow for the development of seventy-five (75) single-family residential lots. The Proposed Project's IS/ND was adopted by the City of Waterford in 2019.

Contact: Mr. Mike Pitcock
City Manager
(209) 874-2328
mpitock@cityofwaterford.org

Nur Al-Huda Academy Commercial Site Plan Review Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Manteca, JBAP has been engaged by the City of Manteca Community Development Department to prepare an Initial Study/Negative Declaration for a project known as the Nur Al-Huda Academy, located in the City of Manteca. JBAP staff is responsible for preparing the Proposed Project's CEQA compliance documents in addition to the Indirect Source Review documents in compliance with the San Joaquin Valley Air Pollution Control District. The Proposed Project was approved by the City's Planning Commission in 2019.

Contact: Ms. Mallorie Fenrich
Assistant Planner
(209) 456-8514
mfenrich@ci.manteca.ca.us

J.B. ANDERSON
LAND USE PLANNING

FEE RATE SCHEDULE for Private Clients

February 2021

STAFF MEMBER	TITLE	HOURLY RATE
John B. Anderson	President	$220.00/Hour
Mark Niskanen	Vice President/Senior Planner	$192.00/Hour
	Senior Planner	$165.00/Hour
David Niskanen	Associate Planner	$126.00/Hour
Roman Acosta	Assistant Planner	$93.00/Hour
Lori Postma	Administrative Assistant	$66.00/Hour

Note Terms of Payment: Client shall pay Consultant in full for all charges and expenses set forth in each invoice within ten (10) days of the date of the invoice. If the Client fails to pay all amounts owed within this ten (10) day period, the Client shall pay a late charge on the unpaid balance at the rate of twenty percent (20%) per annum. Rates are subject to change upon a thirty (30) day notice.

DEPOSIT AND REIMBURSEMENT AGREEMENT

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation ("City") and Bellevue Merced, LLC, a California Limited Liability Company, whose address of record is 923 E. Pacheco Blvd., Suite C, Los Banos, California 93635 ("Developer").

WHEREAS, Developer desires to develop commercial office and residential uses on approximately 37 acres generally located on the north side of Bellevue, west of M Street (extended) (hereinafter referred to as the "Project");

WHEREAS, Developer desires to reimburse City for all of the costs and expenses associated with assessing the environmental impacts of said Project; and,

WHEREAS, on August 5, 2020, the Developer paid the sum of Six Thousand Six Hundred Dollars ($6,600.00) as part of the application fee to cover the preparation of the environmental document. This sum is being credited to the total amount to be reimbursed by the Developer for the contract with J.B. Anderson Land Use Planning.

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

1. REIMBURSEMENT. Without regard to the outcome or adequacy thereof, and without offset for any reason, Developer agrees to reimburse City for all of the fees, costs, and expenses of a certain contract entered into or to be entered into between City and J.B. Anderson Land Use Planning (the "Consultant") relating to the environmental review of the proposed Project. It is understood that City would not have engaged Consultant had Developer not made an express promise and guarantee to pay the fees, costs, and expenses related thereto.

A. With regard to the aforementioned contract with Consultant, Developer shall reimburse the City the sum of Twenty-Eight Thousand Nine Hundred Twenty-Four Dollars ($28,924.00), less the amount of Six Thousand Six Hundred Dollars ($6,600.00) previously paid with the submittal of the application. Upon execution of this Agreement, the Developer shall reimburse the City Twenty-Two Thousand Three Hundred Twenty-Four Dollars ($22,324.00). In the

event the aforementioned amount ($28,924.00) is amended or otherwise adjusted in the contract with the Consultant, Developer agrees to similarly amend its reimbursement obligation hereunder with the intent that the City will at all times be reimbursed for all of the fees, costs, and expenses under said contract with the Consultant. In the event the contract with the Consultant terminates, the Developer will only be responsible for its pro-rata share of the Consultant's cost to the date of termination.

B. In addition to the Consultant time spent on preparing the environmental impact report, City staff will spend considerable time administering the Consultant contract. Under City Council Resolution #98-31, also known as the "Planning and Development Fee Schedule," the management fee for environmental review reports is ten percent (10%) of the total environmental impact review cost. Pursuant to said Schedule, the Development hereby agrees to deposit upon the mutual execution of this Agreement, the additional sum of Two Thousand Eight Hundred Ninety-Two Dollars and Forty Cents ($2,892.40) to be applied toward the management fee for City staff time administering the preparation of an environmental document by the Consultant.

2. The Developer acknowledges that the above-referenced contract with Consultant is being entered into by City as an accommodation to the Developer to facilitate evaluation of the Developer's Project and does not guarantee any particular result or outcome. The Developer further acknowledges and agrees that it shall have no control over the work product of Consultant, and that its payment of the above sums is not dependent thereon. The Developer also acknowledges and agrees that failure of the Developer to make payments when due shall be grounds for City to suspend work and/or cancel said contract.

3. The Developer reserves the right to provide a performance bond on behalf of Consultant, subject to Consultant's consent, and at the Developer' sole expense.

4. The Developer shall have the right to utilize the reports and work product of Consultant in connection with the proposed Project.

5. No application for any project from the Developer shall be considered for approval until the above-referenced contract with Consultant is completed. Nothing herein is intended to suggest any result upon the hearing of any such application thereon. The City retains its authority to grant, deny, or condition any and all projects and applications.

6. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

7. In the event that either City or the Developer shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

10. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

12. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

13. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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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:_____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____ 5-6-21
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

{Signatures continued on next page.}

BELLEVUE MERCED, LLC, A
California Limited Liability Company

BY: _____
Greg Hostetler

ITS: Manager

Taxpayer I.D. No. 32-0439641

ADDRESS: 923 E. Pacheco Blvd, Ste. C
Los Banos, CA 93635

TELEPHONE: (209) 826-6200

FAX: _____

EMAIL: almondranch@gmail.com
TIFFANIE@STONEFIELD.COM

ADMINISTRATIVE REPORT

Agenda Item J.9. Meeting Date: 6/21/2021

Report Prepared by: Stephani Davis, Development Services Technician II, Planning Division

SUBJECT: Approval of Modification to Street Closure Request #21-01 Regarding a Monthly Farmers Market Event (El Mercado) Hosted by the City of Merced and the Merced County Hispanic Chamber of Commerce to Extend the Event Time from 10:00 p.m. to 11:00 p.m. and to Modify Condition #12 Extending the Time That Music is Allowed From 9:00 p.m. to 10:00 p.m. for the Remaining Dates of the Event on July 1, August 5, September 2, and October 7, 2021

REPORT IN BRIEF

Considers a request by the City of Merced and the Merced County Hispanic Chamber of Commerce to modify Street Closure Request #21-01 regarding the closure and use of City streets and Bob Hart Square. The modifications include the extension of the event time from 10:00 p.m. to 11:00 p.m. and the modification of Condition #12 extending the time that music is allowed from 9:00 p.m. to 10:00 p.m. for the remaining events dates on Thursday, July 1, August 5, September 2, and October 7, 2021, for a monthly Farmers Market Event (El Mercado).

RECOMMENDATION

City Council - Adopt a motion approving the modification of Street Closure Request #21-01 including the extension of the event time from 10:00 p.m. to 11:00 p.m. and the modification to Condition #12 extending the time that music is allowed from 9:00 p.m. to 10:00 p.m., subject to the details and conditions outlined in the Administrative Staff Report.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny the request completely; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue item to a future Council meeting (date and time to be specified in City Council motion).

AUTHORITY

City of Merced Charter Section 200; California Vehicle Code (CVC) Section 21101(e), as follows:

“CVC 21101. Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or

employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing."

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
Requested Streets and City Facilities

The applicant requests the use of City streets and facilities as listed below and illustrated on Attachments 1 and 2:

Wednesday, May 5, Thursday, June 3, July 1, August 5, September 2, and October 7, 2021, from 6:00 p.m. to 10:00 p.m.:

- W. Main Street, between M Street and MLK Jr. Wy
- Bob Hart Square Park
- Canal Street, between W. Main Street and W. 18th Street

Event Description

EL MERCADO:

The first event was held on Cinco de Mayo (Wednesday, May 5, 2021), with the monthly events to follow on the first Thursday of each month, with the last event under this approval ending in October.

The applicant proposes to close W. Main Street between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18th Street, and the use of Bob Hart Square Park for their exclusive use, beginning at 6:00 p.m. on the first Thursday of each month (with the exception of the first event scheduled on Wednesday, May 5, 2021) ending in October. The event itself was scheduled to end by 10:00 p.m. (Attachments 1 and 2).

Vendor tables will be set up along the edge of W. Main Street and Canal Street within the street closure area. The applicant is no longer proposing a beer garden on Arbor Lane (Attachment 2). Per Condition #6, the proposed art booth locations may need to be amended prior to the event.

The event sponsor will need to provide their own electricity, if necessary, for the vendor tables or activities occurring in the street closure (W. Main Street and Canal Street). If use of City-supplied electricity is requested for use in Bob Hart Square during the event, the event sponsor will be responsible for making arrangements prior to the event with appropriate City staff to make the electricity hookups available (Condition #17).

Security guards are required to be provided at a minimum ratio of one guard per fifty guests, as is normally required by the Police Department (Condition #8).

The applicant is required to notify all businesses and residences affected by the street closure within

one-half mile with information on the range of time that the street will be closed and the reason. This notice must be given at least seventy-two (72) hours prior to the street first being closed off. The applicant must then confirm with Planning Department staff that this notice was distributed to those businesses and residences (Condition #7 and Attachment 3).

City Council Meeting, April 5, 2021

The Event Sponsor along with the City of Merced initially presented the request for the monthly street closure at the City Council meeting on Monday, April 5, 2021. City Council approved the dates and time at that meeting. On June 9, 2021, a request for modification was submitted (Attachment 6) to extend the event time from 10:00 p.m. to 11:00 p.m. and to modify Condition #12 extending the allowed time for music to be played from 9:00 p.m. to 10:00 p.m.

The event initially requested a total of six (6) dates, two of which have occurred during the month of May and June. Residents of the adjacent lofts on Main Street have expressed concerns related to the noise and current duration of the Mercado event.

Conditions of Approval (with requested modifications)

(Note: New language underlined, deleted language ~~strikethrough~~)

The event and street closure will be subject to the following conditions, if approved:

1. By applying for the street closure and use of City-owned real property, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers, and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than $500,000 for property damage and $500,000 for personal injury or a minimum combined single limit coverage of $500,000. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be

provided for Automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full workers' compensation insurance shall be provided with a limit of at least $100,000 for any one person as required by law.

3. The applicant shall obtain, at its sole cost and expense, special events coverage insuring the City and its officer, employees, volunteers, and agents from any and all claims relating to the project. Special events coverage may be obtained through private insurance or is available through application with the City Clerk's office three weeks prior to the event.

4. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

5. The applicant shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all requirements of the City of Merced Fire Department.

6. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the street closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.

7. Event sponsor shall contact all businesses and residences affected by the street closure(s), advising them of the hours, conditions, and reason thereof within one half-mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given (Attachment 3).

8. Adequate supervision and security throughout the event perimeter shall be provided by the event sponsor to ensure the safety of event participants and the public, as required by the City of Merced Police Department. Security guards shall be provided at a minimum of one guard per each fifty guests. In the event that the beer garden is set up during the event, adequate security shall be provided to prevent underaged participants from entering the gated perimeter.

9. The Merced City Police Department or their designee has the authority to immediately cancel all activities requested with this street closure if there is a police or other emergency incident in the area. Application fees are non-refundable.

10. Event sponsor shall be responsible for placing and removing all approved traffic barricades and posting of parking restrictions where street is closed as required by the City of Merced Police Department. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle
Code Section 22651(m). All barricades and signs shall be removed by the event sponsor immediately following the end of the event.

11. Event sponsor shall be responsible for dismantling and removing all equipment, temporary structures, trash, and debris within and around the closure area generated by the event prior to the expiration of the closure permit.

12. Noise from music or other activities shall be kept to a minimum, so as not to disturb the nearby residential loft units. Music shall not be played later than ~~9:00 p.m.~~ 10:00 p.m.

13. Event sponsor shall be responsible for ensuring that all independent vendors and services involved with the event obtain or already possess a current City of Merced business license.

14. Event sponsor and all food vendors and caterers shall comply with all requirements of the Merced County Environmental Health Department with regards to the preparation and serving of food and drink.

15. Event sponsor shall provide access to disabled-accessible restrooms, as required by the California Building Code.

16. Event sponsor shall arrange and pay for special Event City Refuse service, or provide other suitable means for trash collection, as deemed appropriate by the City of Merced Public Works Department/Refuse Division.

17. Event Sponsor shall be responsible for making timely arrangements with the City's Public Works staff to turn the electrical power supply in the park on and off before and after the event. The Event Sponsor shall provide generators, if needed, for the vendor tables and activities occurring within the street closure on W. Main Street, between M Street and Martin Luther King Jr. Way, Canal Street between Main Street and W. 18th Street.

18. Any temporary modifications of the City's electrical system in the park shall be approved by City staff. Only a State-licensed electrician shall be permitted to make any such modifications. All modifications shall be completely removed and reverted back to the original system after the event.

19. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

20. Event Sponsor shall obtain written confirmation from the Merced County Health Department and comply with all Covid-19 regulations during the event, including but not limited to social distancing.

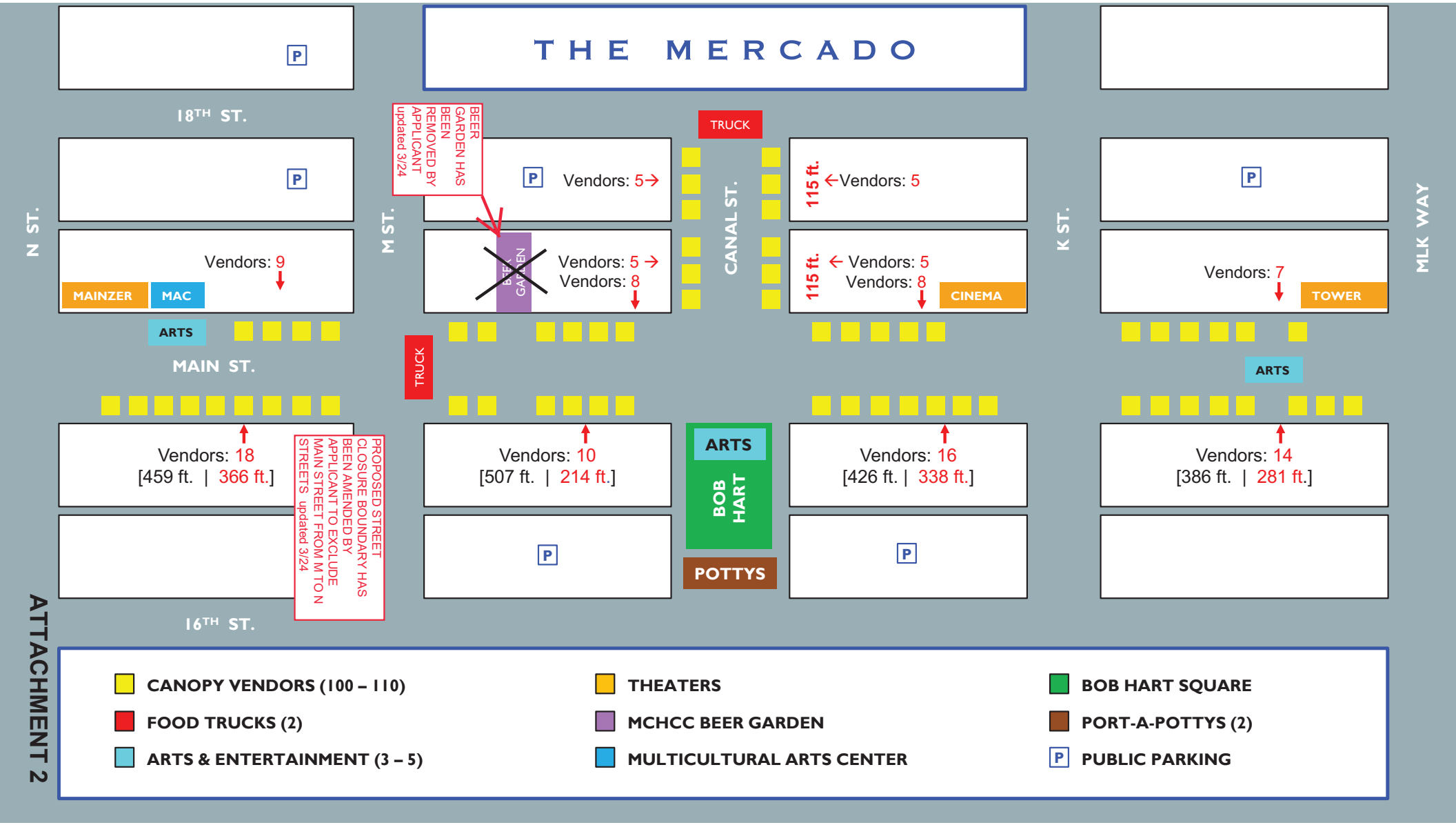
IMPACT ON CITY RESOURCES

The event is co-sponsored by the City of Merced. There are no additional impacts related to the requested modifications to the event.

ATTACHMENTS

1. Location Map
2. Site Plan
3. Notification of Pending Street Closure
4. Confirmation from Merced County Health Department
5. Mercado Draft Proposal
6. Letter of Request for Modification to Street Closure #21-01

ATTACHMENT 1



ATTACHMENT 2

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____am/pm and _____am/pm

Streets to be closed: _____

_____

Other streets with restricted access: _____

_____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

NOTIFICATION OF PENDING STREET CLOSURE

This is to notify you of an event that will require the closure of street(s) in your area. Please note the details below, including the date and time of the closure(s), and plan to park your vehicle(s) off the affected street(s) on the day of the event. Your cooperation is greatly appreciated. If you have any concerns, please notify the contact person listed.

Name of Event: _____ **Type of event (parade, etc.):** _____

Contact Person: _____ **Phone Number:** _____

Date(s) of closure: _____ **Time:** between _____am/pm and _____am/pm

Streets to be closed: _____

_____

Other streets with restricted access: _____

_____

Please Note: Event Sponsor is responsible for posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to any necessary towing of vehicle(s), per California Vehicle Code Section 22651(m).

To avoid having your vehicle towed, please keep this notice as a reminder and comply with the posted parking restrictions. If you are a business with employees, please notify your employees as soon as possible and post this notice in a conspicuous location. Thank you.

To be signed by Event Sponsor Representative after completion of required 72-hour notification and submitted to the City of Merced Planning Dept, City Hall (2nd Floor), 678 W. 18th Street, Merced.

I have notified the required parties of the dates, times, and affected streets, as required.

Signed _____ Title: _____ Date: _____

From: [redacted]
Subject: COVID Clearance for El Mercado
Date: Thursday, March 18, 2021 11:25:40 AM

Stephani,

Please see the COVID clearance from Kristynn Sullivan.

Karen, please make sure Annissa understands the difference between Health Department for food permits (Shannon) and Health Department for COVID (Kristynn).

Thank you,

Frank Quintero
Director of Economic Development
City of Merced

From: [redacted]
Sent: Thursday, March 18, 2021 11:16 AM
To: [redacted]
Cc: [redacted]
Subject: FW: El Mercado

We have COVID clearance for the mercado.

Thanks,
Stephanie

From: Sullivan, Kristynn [redacted]
Sent: Thursday, March 18, 2021 10:44 AM
To: Dietz, Stephanie [redacted]
Subject: RE: El Mercado

Shannon would be appropriate for the food permit part. Is this essentially an open air market? If so, that is allowable under the current tier, with masking and social distancing.

Kristynn

From: Dietz, Stephanie [redacted]
Sent: Wednesday, March 17, 2021 4:44 PM
To: Sullivan, Kristynn <[redacted]
Subject: FW: El Mercado

Hi Kristynn,

I wanted to share this with you, not sure if Annissa reached out to the correct person for comment. Can you let me know if you have any concerns from a COVID perspective?

Thanks,

Stephanie Dietz
City Manager
City of Merced | 678 W. 18th Street | Merced, CA 95340
(209) 388-8670 | (209) 617-1941 cell
dietzs@cityofmerced.org | www.cityofmerced.org

From: MCHCC President <[redacted]
Sent: Wednesday, March 17, 2021 3:24 PM
To: Warkentin, Shannon [redacted]
Cc: Gil Cardon [redacted]; MCHCC Vice President <[redacted]; Dietz, Stephanie [redacted]>; Quintero, Frank [redacted]; Baker, Karen [redacted]
Subject: El Mercado

Hello Shannon, I have attached the site map for your review. Please send over the necessary forms so I can complete the application and send back over right away. Thank you. The date set for the event is May 5, 2021.

With Appreciation,

Annissa Fragoso
President

Merced County Hispanic Chamber of Commerce
La Cámara de Comercio Hispana del Condado de Merced
531 W Main St, Merced, CA 95340
Email: [redacted]
Cell: ([redacted] | Office: (209) 384-9537 | Fax: (209) 384-0934
Follow Us: https://linktr.ee/mchcc209

Mailing Address
PO Box 2246
Merced, CA 95344

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THE MERCADO

A Proposal for Economic Development in the Merced Downtown Area

Prepared by: The Merced County Hispanic Chamber of Commerce
Submitted to: Ms. Stephanie Dietz, City Manager - City of Merced
Meeting Date: February 26, 2021

Background

The Merced County Hispanic Chamber of Commerce (MCHCC) is a 501(c)(6) non-profit organization, which has been in existence since 1947. With over 48 percent of Merced County's population being of Hispanic origin, it is known that the Hispanic Chamber has a strong influence in our area. Consequently, the Hispanic Chamber has far-reaching implications by having access to the buying power, labor market, and economic development of the Hispanic population in our County. The Chamber's membership (approx. 140 members) consists of Hispanic and non-Hispanic businesses, as well as professional individuals who all share a mutual desire to ensure a healthy economic and socio-economic base to benefit Merced County and its communities.

The mission of the Hispanic Chamber is to promote Hispanic and non-Hispanic businesses and professionals; encourage economic development (business and industrial/manufacturing investments); provide a forum in which business issues are advocated; to encourage, network and market our membership's products and services; and to create partnerships that will benefit and enhance the business climate and community throughout Merced County. Additionally, the Hispanic Chamber supports a local education system that inspires the highest levels of student achievement and learning opportunities; and promotes a health care system that cares for the critical needs of our citizens.

Vision

The MCHCC proposes to lead an initiative to develop and oversee "The Mercado," a marketplace platform for boosting the local economy. We believe that an outdoor Public Square-style marketplace area which includes small businesses, nonprofit organizations, local farmers, artists, and artisans will be the ideal platform for vendors and community members to engage in commercial, educational, and leisure activities. Collaborative partnerships with community leaders and stakeholder organizations will be the primary key to the success of the marketplace.

Marketplace Overview

The layout of The Mercado will resemble that of a traditional Farmer's Market, with each participating vendor allowed a 10'x10' canopy and up to 3 fold out tables. The vendors will be vetted on a first-tier point of entry by standardized criteria, with the initial qualifier requiring that the entrepreneurs and organizations be officially registered at the federal/state/county/city level, based on the requirements of their activities. As a second-tier point of entry, the City of Merced will provide additional layer(s) of criteria for vendor approval.

Business owners will offer an array of goods including various retail products, prepared foods, beverages, and produce. Other entrepreneurs will promote and market their professional

services. Artisans will offer hand-crafted products including jewelry/accessories, health & beauty products, etc. Artists will promote and sell their creative pieces. Nonprofit organizations will also offer goods and services, or membership benefits where applicable.

The inclusion and integration of Food Trucks would be an interesting attraction. We are considering inviting 3 food trucks per event, and rotating/alternating the food truck vendors for each event.

We would also like to offer entertainment and educational workshops at The Mercado. All entertainment and workshop activities will be family-friendly. We would like to present live music groups, dance groups, and other performance art.

Pricing Strategy

In order to attract and appeal to a wider audience, each vendor must provide their products and services at a competitive value level, with promotional pricing offered at each limited engagement. The Merced County Hispanic Chamber of Commerce will negotiate the pricing agreements, oversee quality control, and manage the profitability of each participating vendor.

Advertising and Promotion

MCHCC will spearhead the advertising and marketing campaigns for The Mercado, with a cascading strategy that will include cross-promotional participation from all vendors and community stakeholders. Various communication channels will be considered for marketing implementation, including newspaper publications, digital media platforms, websites, community newsletters, flyers, radio, etc.

Objectives and Metrics

The target season to open the marketplace would ideally occur in the Spring or beginning of Summer. We would like to hold an outdoor marketplace event once every month. If the marketplace proves to be a success with a steadily increasing number of attendees, we may consider holding the marketplace twice per month, or eventually once per week. Alternatively, we would also like to propose the idea of holding a “Night Market” on the first (or last) Thursday evening of every month.

With the MCHCC monitoring the quality control and profitability of the marketplace, we will require that each vendor report either a recurring level of revenue, or an increasing percentage of revenue as a result of participating in each event. If vendors report a zero profit or declining percentage of revenue, the MCHCC will work with them to bring their numbers to a positive cashflow number. We may also consider referring the vendor(s) to the UC Merced SBDC to receive no-cost business advising. If positive revenue numbers cannot be achieved after a time, then the vendor may not be able to continue participating in the marketplace.

Safety & Security

The MCHCC will develop and implement a Health & Safety Plan, following federal, state, and local laws and recommendations for ensuring the health and safety of all community members. COVID-19 measures and regulations will be observed, including overseeing social distancing and the wearing of masks. Signage will be placed intermittently throughout the marketplace reminding attendees to socially distance themselves, and will refer them where to access sanitizing resources. Designated marketplace volunteers may also provide direction and inquiry support to attendees.

Local law enforcement officers will be invited to have a presence at The Mercado. If police officers are not available to offer support, the MCHCC may consider hiring private security.

Marketplace Location

If the Merced Main Street Association may be interested in co-hosting the epicenter of The Mercado on Main Street, we would welcome the opportunity to discuss such a collaboration in further detail. The Mercado could also occupy Canal Street, with the parking lots at the corners of 19th Street and Canal serving as prime locations for the Food Truck GrubHub.

Marketplace Launch

Time and preparations permitting, the MCHCC would be keen to launch The Mercado on May 5, 2021 (Cinco de Mayo). We have also considered launching the marketplace near or at the completion of the Utility Box Mural Project, in order to create a joint celebratory event for all of Merced.

We thank you for your time and consideration of our proposal, and look forward to proceeding with conversations to make this happen!

Many thanks, and kind regards.

Annissa Fragoso, Board President
Elisa Trevino, Board Vice President
Gil Cardon, Board Director

Merced County Hispanic Chamber of Commerce
531 W. Main St, Merced, CA 95340
(209) 384-9537
www.mercedhcc.com

Merced County Hispanic
Chamber of Commerce
531 W Main St
Merced, CA 95340
P: (209) 384-9537
F: (209) 384-0934
info@mercedhcc.com
www.mercedhcc.com

June 8,

To City of Merced:

Subject: The Mercado

The purpose of the letter is to amend the current street closure we have with the City of Merced. Item #12 needs to be from street closure time 3pm and concluding at 11pm. We also are requesting to have permission during the Mercado for the music until 10pm.

Please let me know if you have any other additional information needed from the Chamber. Thank you.

Annissa Fragoso

President

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.10. Meeting Date: 6/21/2021

Report Prepared by: Michael R. Beltran II, P.E., City Engineer

SUBJECT: Approval of Agreement for Use of City Right-of-Way with Mainzer OB, LLC for a Grease Interceptor, Including Necessary Plumbing, and Overhead Signage on N Street

REPORT IN BRIEF
Considers approving the agreement for use of City right-of-way with Mainzer OB, LLC for a Grease Interceptor, including necessary plumbing, and Overhead Signage on N Street.

RECOMMENDATION
City Council - Adopt a motion approving the agreement for use of City right-of-way with the Mainzer OB, LLC; and, authorizing the City Manager or designee to execute the necessary documents.

ALTERNATIVES
1. Approve as recommended by staff; or,
2. Approve subject to modifications as conditioned by Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in City Council motion); or,
5. Continue to a future City Council meeting (date and time to be specified in City Council motion).

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the 2020-21 Adopted Budget

DISCUSSION
Mainzer OB, LLC (Mainzer) has finished constructing/renovating the Mainzer Theater located at 655 W. Main Street. The project is located on the northeast corner of Main Street and N Street. The Mainzer installed a grease interceptor with associated plumbing and had an existing overhead sign to which they desire to enter into a Right of Way with the City of Merced.

Mainzer has provided the necessary insurance requirement and the Agreement is now subject to City Council approval.

IMPACT ON CITY RESOURCES
No appropriation of funds is needed.

ATTACHMENTS
1. Agreement for Use of City Right-of-Way

Recording requested by and
When recorded return to:

City of Merced, a California Charter
Municipal Corporation
678 W. 18th Street
Merced, CA 95340

(Space Above For Recorder's Use)

(RECORD AT NO FEE PURSUANT TO
CA GOVERNMENT CODE SECTION 27383)

AGREEMENT FOR USE OF CITY RIGHT OF WAY

THIS AGREEMENT FOR USE OF CITY RIGHT OF WAY ("Agreement") is made this _____ day of _____, 2021, by and between MAINZER OB, LLC, a Delaware Limited Liability Company ("Owner") and the CITY OF MERCED, a California Charter Municipal Corporation ("City"). Owner and City are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS:

The following recitals are a substantive portion of this Agreement:

A. Owner holds a leasehold interest in that certain real property at and commonly known as 655 West Main Street, Merced, California, APN 031-133-013, and more specifically described on the attached Exhibit "A" (the "Property").

B. City holds a public service easement as described on the attached Exhibit "B" (the "City Right of Way").

C. The Owner desires to construct and maintain certain improvements within the City Right of Way, including a grease interceptor, including necessary plumbing, and overhead signage as described on Exhibit "C" and delineated on Exhibit "D" (the "Encroachments").

NOW, THEREFORE, in furtherance of the foregoing Recitals, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and City hereby agree as follows:

1. Grant of Encroachment and Nature of Agreement. City grants Owner permission to construct and maintain certain improvements within the City Right of Way, as set forth more specifically in Exhibit "C" attached hereto. In so doing, and notwithstanding anything to the contrary in this Agreement, or pursuant to the course of dealings between the Parties, City expressly does not and shall not abandon the City's Right of Way or waive any rights thereunder, and Owner, its heirs, successors, and assigns derive no basis for a claim of prescriptive, contractual, or other rights to maintain the Encroachments or otherwise utilize the City Right of Way. This grant of permission does not constitute a deed or grant of an easement or any other real property interest by the City.

2. Term of Easement. Either Party may terminate this Agreement with or without cause upon one hundred twenty (120) days advance written notice to the other Party. If the City vacates the City Right of Way in accordance with California law, then this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement, the Owner shall remove all Encroachments from the City's Right of Way and restore the City Right of Way back to its natural state existing prior to use by the Owner.

3. Use of City Right of Way. This grant of permission shall be subject to and subordinate to the prior continuing right of the City to use the Property for public services. Any Encroachments shall not interfere with the City's existing utilities.

4. Damage to City Right of Way. Owner shall be solely responsible for any damage to City streets, sidewalks, curbs, utilities, or other City owned property due to the installation, maintenance, repair, or removal of its Encroachments in the City Right of Way, and shall repair, replace, and restore in kind the said damaged facilities at its sole expense.

5. Maintenance of Encroachments. Owner shall be solely responsible for any maintenance and/or repairs to the Encroachments. Owner shall maintain the Encroachments and surrounding area in good and safe condition and free from damage, to the reasonable satisfaction of the City.

6. Hazardous Materials. Owner agrees that Owner shall not bring onto the City Right of Way, or store or dispose of on the City Right of Way, nor knowingly allow others to bring onto, store or dispose on the City Right of Way, any hazardous material of any kind.

7. Insurance Requirements. Owner shall maintain a Commercial General Liability insurance policy against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars ($1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such liability insurance available to Owner under Owner's combined insurance policies (including any excess or "umbrella" policies) actually maintained by Owner, whichever is greater.

7.1 The City, its officers, officials, employees, agents, and volunteers, are to be covered as additional insureds on Owner's Commercial General Liability insurance policy.

7.2 Owner waives any and all rights of subrogation relating to property damage against the City and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers, which any insurer of Owner may acquire against the City.

7.3 For any and all claims related to this Agreement, Owner's insurance shall be primary non-contributing.

7.4 Owner shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Owner's agreement with the City shall be canceled or materially changed except after thirty (30) days' notice by the insurer to City. Certificates, including renewal certificates, may be mailed or delivered to the City at 678 W. 18th Street, Merced, California 95340.

8. Defense and Indemnification. Owner shall indemnify, protect, hold harmless, and defend the City from any and all loss, cost, liability or expense, and from any judgments or damages to any person or property

arising or resulting from the condition of the Encroachments, or in connection with the installation and/or maintenance of the Encroachments.

9. Representations and Warranties. The Owner hereby represents and warrants that Owner has full power and authority to execute and deliver this Agreement and to make and accept the obligations contemplated hereunder.

10. Compliance With Laws. Each of the Parties shall at all times comply fully with all applicable governmental laws, ordinances, rules, codes, regulations, and permit requirements pertaining to the use of the City Right of Way and maintenance and repair of the Interceptors.

11. Waiver. The failure of any of the Parties or their successors to enforce any of the terms and provisions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.

12. Entire Agreement. This Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended or terminated except by a writing signed by authorized signatories of all Parties.

13. Construction. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Wherever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter. This Agreement shall be interpreted pursuant to its plain and ordinary meaning, as though prepared by both Parties, and in accordance with the laws of the State of California.

14. Successors and Assigns. The rights and obligations of the Parties hereunder shall be binding on and inure to the benefit of the Parties hereto and the successors and assigns of the Parties hereto. These obligations shall run with the land.

15. Recordation of Agreement. Any of the Parties may cause this Agreement or a memorandum thereof to be recorded in the Office of the County Recorder of Merced County, California.

16. Governing Law and Venue. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Merced, California.

17. Attorneys' Fees. Should it become necessary to take steps to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs related to the enforcement of this Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the day and year first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 5/6/21
City Attorney Date

APPROVED AS TO FORM:

BY:_____
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

OWNER:
MAINZER OB, LLC,
a Delaware Limited Liability Company
By: Hallmark Realty
Its: Authorized Signatory

BY:_____
Mark J. Len, President

DATE: 6/2/21

SEE ATTACHED NOTARY CERTIFICATE

ACKNOWLEDGMENT

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

State of California
County of Placer)

On 06/02/2021 before me, K Castueras, Notary Public
(insert name and title of the officer)

personally appeared Mark J. Len,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

K. CASTUERAS
COMM. # 2269392
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM EXP DEC. 2, 2022

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Merced, County of Merced, State of California, described as follows:

LOT 9 AND THE NORTHWESTERLY HALF OF LOT 10, IN BLOCK 164, SUPPLEMENTAL MAP TO TOWN OF MERCED, IN THE CITY OF MERCED, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 2 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER OF LOTS RECORDED NOVEMBER 10, 1992, AS INSTRUMENT NO. 1992-40521, OF OFFICIAL RECORDS.

APN: 031-133-013

EXHIBIT "B"

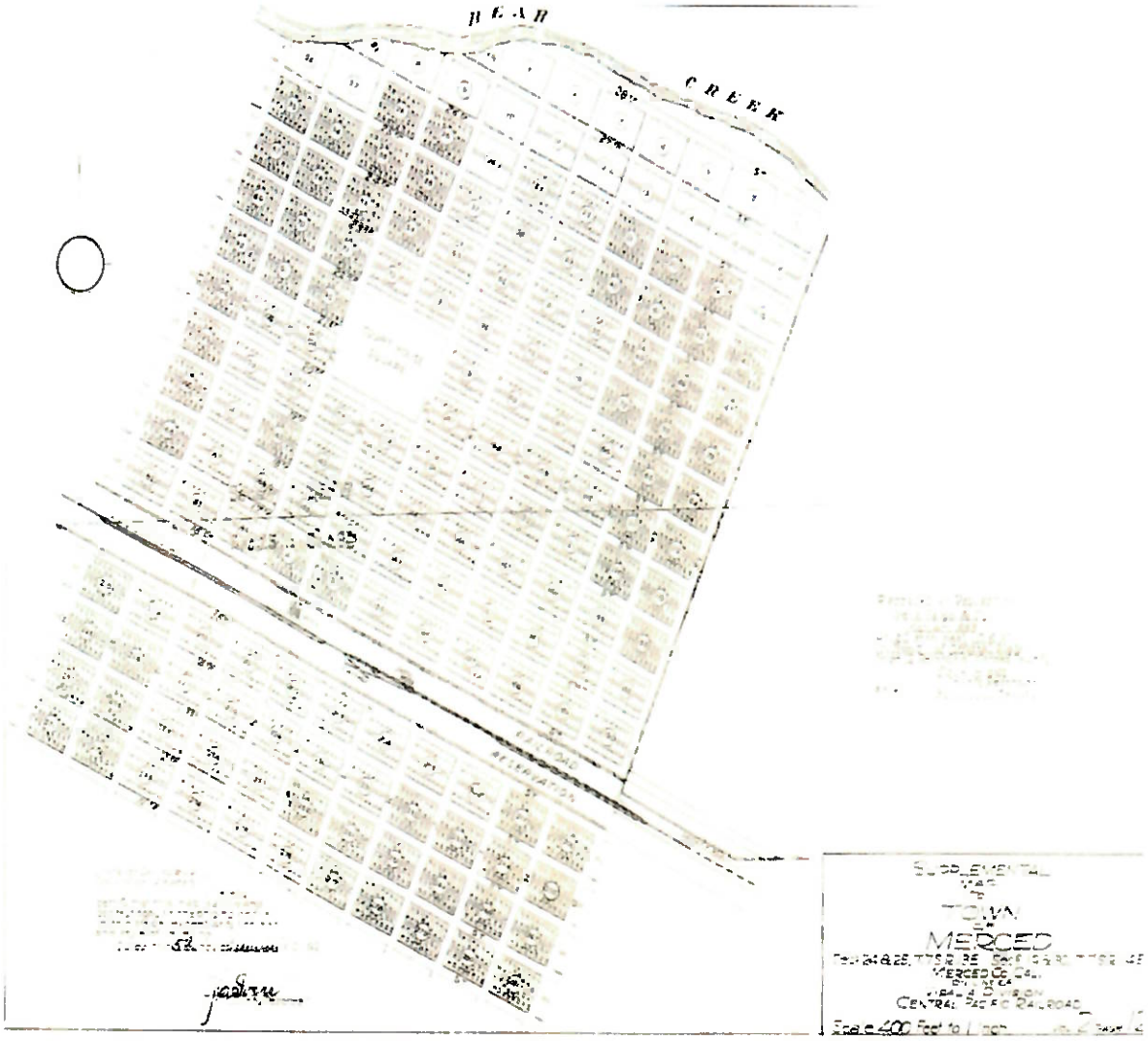
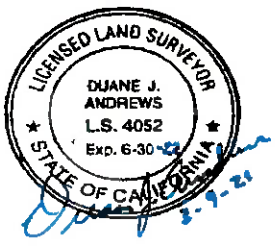


EXHIBIT "C"

Seating Area No. 1: Main Street Description

Commencing at the Southwest Corner of Lot 9 of Block 164, shown on Supplemental Map to Town of Merced as recorded in Volume 2 of Official Plats at Page12, Merced County Records, said corner being on the North Right of Way line of a city street now known as Main Street, thence S. 65°20'00" E., along the South line of said Lot 9 and said Main Street North line Right of Way, a distance of 5.00 feet, to the POINT OF BEGINNING, thence continuing S. 65°20'00" E., along said Lot 9 South line and the South Line of Lots 10 and 11 and said Main Street North Line Right of Way a distance of 102.00 feet, thence S. 24°40'00" W., leaving said Main Street North Right of Way line, a distance of 25.00 feet, thence N. 65°20'00" W., parallel with and 25.00 feet South of said Main Street North Right of Way line, a distance of 58.00 feet, thence N. 24°40'00" E., a distance of 1.00 feet, thence N. 65°20'00" W., parallel with and 24.00 feet South of said Main Street North Right of Way line, a distance of 44.00 feet, thence N. 24°40'00" E., a distance of 24.00 feet to the point of beginning.

Area Containing: 2,506 sq. ft. more or less



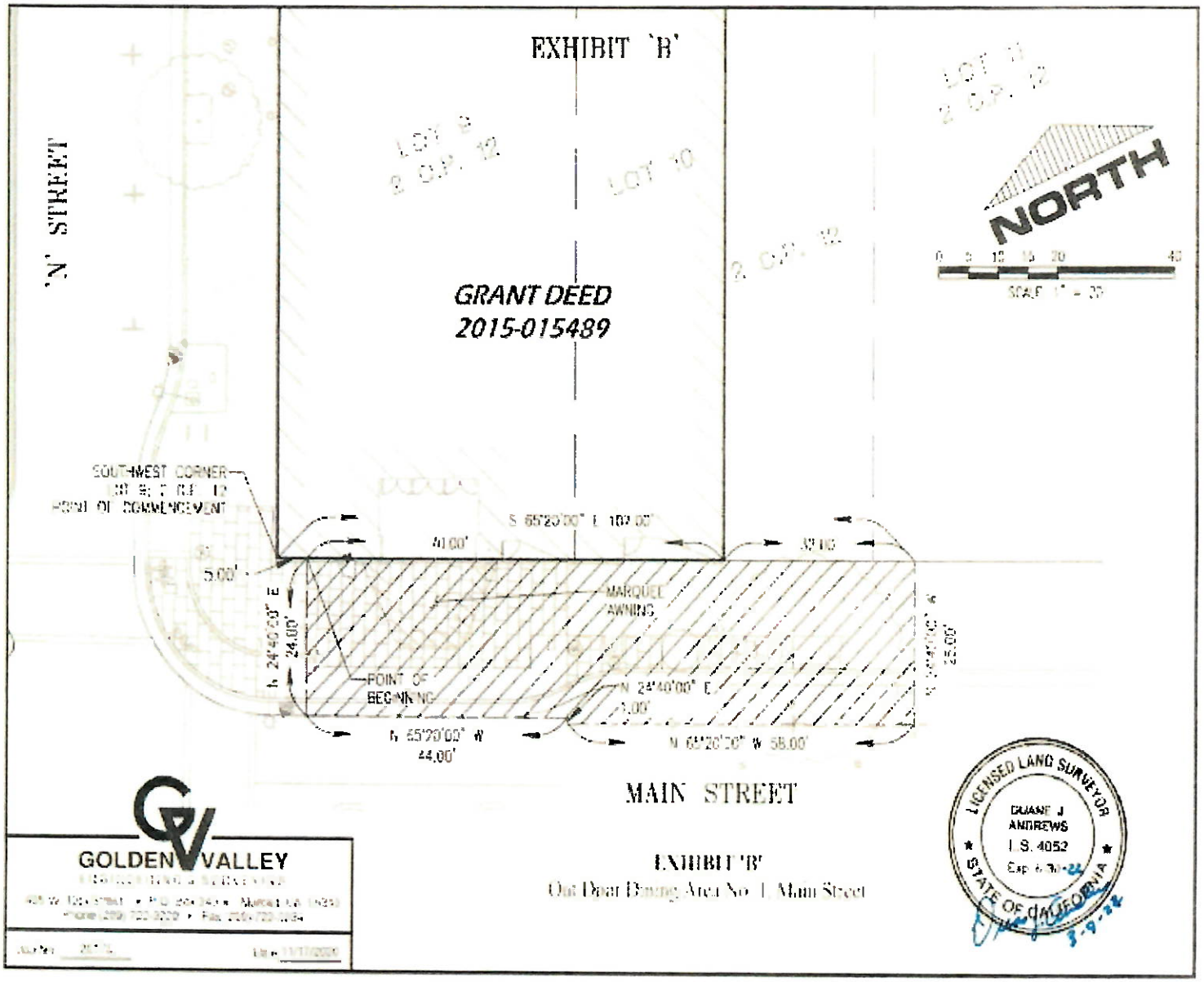
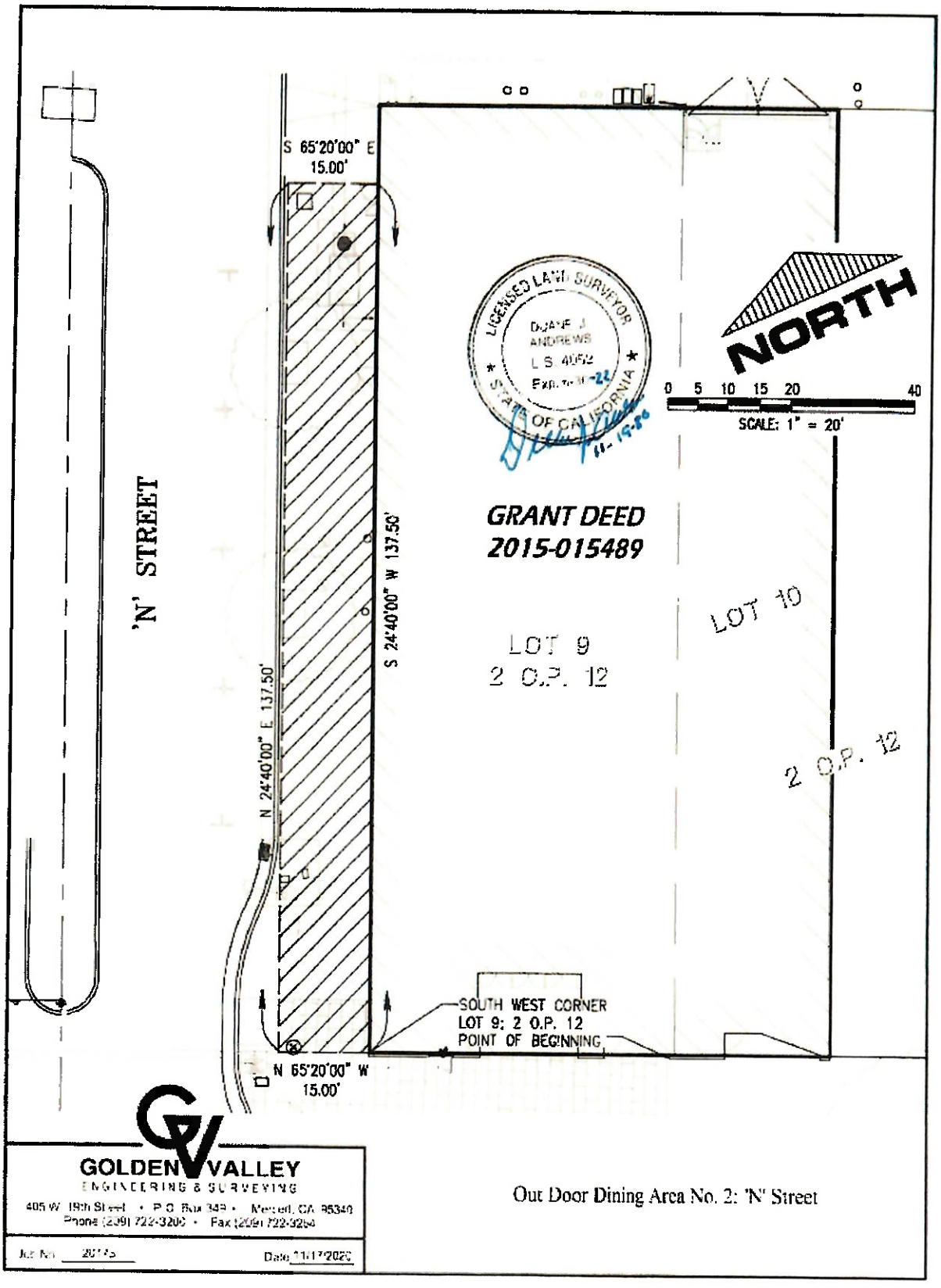


EXHIBIT 'B'
'N' STREET
GRANT DEED
2015-015489
NORTH
SCALE 1" = 20'
SOUTHWEST CORNER
POINT OF COMMENCEMENT
S 65°20'00" E 102.00'
40.00'
62.00'
5.00'
N 24°40'00" E
24.00'
MARQUEE
AWNING
POINT OF
BEGINNING
N 24°40'00" E
1.00'
N 65°20'00" W
44.00'
N 65°20'00" W 58.00'
25.00'
MAIN STREET
GOLDEN VALLEY
EXHIBIT 'B'
Old Town Dining Area No. 1 Main Street
LICENSED LAND SURVEYOR
DUANE J
ANDREWS
L.S. 4052
STATE OF CALIFORNIA

Seating Area No.2: 'N' Street Description

Beginning at the South West Corner of Lot 9 of Block 164, shown on Supplemental Map to Town of Merced as recorded in Volume 2 of Official Plats at Page12, Merced County Records, said corner being on the North Right of Way line of a city street now known as Main Street and the East Right of Way line of a City Street now known as 'N' Street, thence N. 65°40'00" W., a distance of 15.00 feet, thence N. 24°40'00" E., parallel with and 15.00 feet West of the West line of said Lot 9 and 'N' Street East Right of Way line, a distance of 173.50 feet, thence S. 65°20'00" E., a distance of 15.00 feet, to a point on the West property line of said Lot 9 and the East Right of Way line of said 'N' Street, thence S. 24°20'00" W. along the West property line of said Lot 9 and the East Right of Way line of said 'N' Street, a distance of 137.50 feet to the point of beginning.

Area Containing: 2,063 sq. ft. more or less



GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 18th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 2017-5 Date 11/17/2020

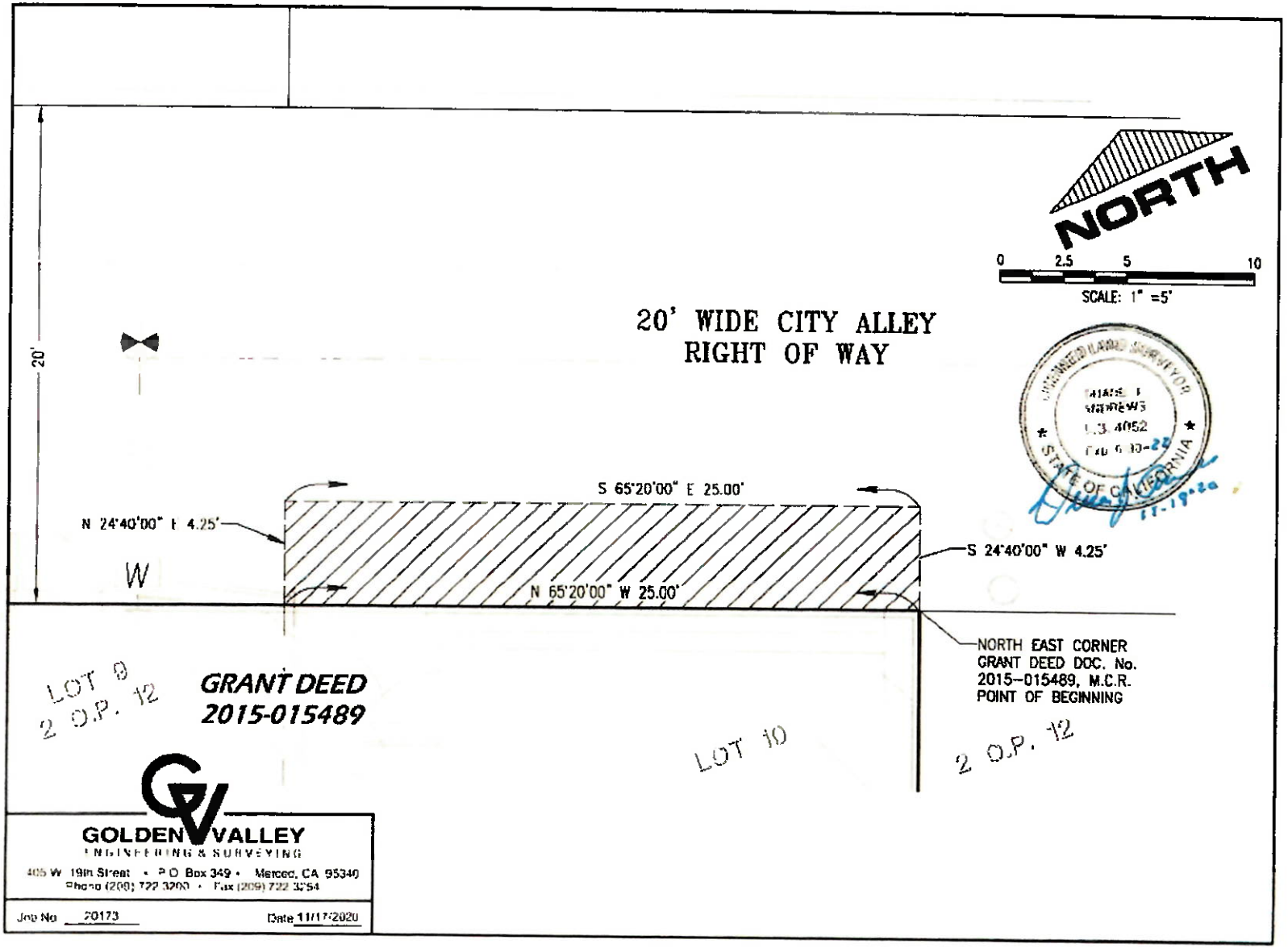
Out Door Dining Area No. 2: 'N' Street

W:\land projects\2017-5 Manzer Theaters\2017-5 Exh bit.dwg 11/19/2020 11:33:41 AM

City Alleyway Description

Beginning at the North East corner of Grant Deed Document No. 2015-015489, said corner being on the South Right of Way line of a 20.00 foot wide city Alley Way, thence N. 65°20'00" W., along said Grant Deed North line and the South Right of Way line of said City Alley Way, a distance of 25.00 feet, thence N. 24°40'00" E., leaving said Grant Deed North line and said City Alley Way South Right of Way line, a distance of 4.25 feet, thence S. 65°20'00" E., parallel with and 4.25 feet North of said Grant Deed North line and said City Alley Way South Right of Way line, a distance of 25.00 feet, thence S. 24°40'00" W., a distance of 4.25 feet to the point of beginning.

Area Containing: 106 sq. ft. more or less


NORTH
0 2.5 5 10
SCALE: 1" =5'
20' WIDE CITY ALLEY
RIGHT OF WAY
20'
S 65°20'00" E 25.00'
N 24°40'00" E 4.25'
S 24°40'00" W 4.25'
N 65°20'00" W 25.00'
W
NORTH EAST CORNER
GRANT DEED DOC. No.
2015-015489, M.C.R.
POINT OF BEGINNING
LOT 9
2 O.P. 12
GRANT DEED
2015-015489
LOT 10
2 O.P. 12
GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254
Job No 20173
Date 11/17/2020

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

OWNER:
MAINZER OB, LLC,
a Delaware Limited Liability
Company

BY:_____

NAME:_____

ITS:_____

DATE:_____

ADMINISTRATIVE REPORT

Agenda Item J.11. Meeting Date: 6/21/2021

Report Prepared by: Michael R. Beltran II, PE, City Engineer

SUBJECT: Approval of Additional Contingency in the Amount of $168,558 for Additional Work Which is Reflected in Change Order #3 Associated with the Alpine Dr - G St. to Wainwright Ave. Improvements, Project No. 119006

REPORT IN BRIEF
Considers approving an increase to the contingency in the amount of $168,558 for City Project No. 119006 - Alpine Drive, G Street to Wainwright Avenue Improvements.

RECOMMENDATION
City Council - Adopt a motion authorizing the City Manager or designee to execute the necessary documents and to approve change orders up to a total contingency amount of $229,706.03. An increase in contingency of $168,558.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to conditions other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY
Charter of the City of Merced, Article XI, Section 1109 - Contracts on Public Works, and Merced Municipal Code Chapter 3.04, Article IV - Public Works Contracts.

CITY COUNCIL PRIORITIES
As provided for in the 2020-21 Adopted Budget.

DISCUSSION
The increase in the contingency for the Alpine Drive - G Street to Wainwright Avenue project by $168,558 is due to the following items:

1. Quantity adjustments;
2. Water service line poly coating and tracer wire;

3. Addition of a sewer line to the project; and,
4. Unstable subgrade throughout the project site after paving had been started.

The above items are addressed in more detail below:

1. Quantity Adjustments - Normally in construction contracts there are quantity adjustments that need to be made to concrete sidewalks, access ramps, driveways, asphalt concrete etc. This project is not different. There were quantity adjustments that were made to all the items mentioned.
2. Recently the water department has requested that we use poly coated copper for water services instead of standard copper. The poly coating is blue which signifies that the line is a water line, making it easier for city crews and other contractors to identify what is running through the pipe. Additionally, the poly coating provides an additional layer of protection for the copper piping. Tracer wire was also added to the water main to allow for locating the water once buried and covered by the new roadway. The engineering department is including these items in all future projects.
3. The sewer department requested that a 128-foot section of sewer pipe be replaced after the line was evaluated with a camera. There was deterioration in the pipe and staff believed that the pipe should be replaced.
4. During paving operations, there are many truck loads of asphalt concrete (AC) that are delivered. The first loads that were delivered and placed on the first section of roadway from G Street to McCombs Drive were fine. Soon after the first few loads, the crews notice that the subgrade (base and native soil) began to "pump." A "pumping" subgrade is similar in concept to trying to compact something on a mattress, difficult if not impossible, and is caused by excessive moisture withing the soil structure. This type of condition may not be recognizable during the initial construction as there is not repeated heavy construction equipment on the soil. When the repetitions from heavy equipment such as trucks delivering AC become too much for the soil structure, the soil becomes unstable. This was the case on this project. With "pumping" soil there are a few ways that the soil can be stabilized:

    a. Wait for water to percolate (water draining out of soil) or evaporate. While this option is probably the least expensive, there is no way to know how much time it will take to do this with the clay soil that we have in the City.
    b. Remove the areas of pumping soil to a depth of at least 12 inches, lay a geotextile, which helps stabilize the soil, and place aggregate base on top.
    c. Reconstruct the entire roadway section using lime or cement treatment. This results in the best foundation for the pavement but is also the most expensive option. Specialty contractors to perform this work are generally weeks if not months out in scheduling.

    The chosen method to stabilize the subgrade was option "b." Unfortunately, there was also additional AC that the plant had loaded into trucks (approximately 200 tons) that needed to be placed or thrown out. The City opted for this AC to be used in dig out areas to stabilize the subgrade. Although it would have been best to use this AC for actual paving, it was not thrown out and wasted.

Unfortunately, these types of issues are difficult at best to predict and are unforeseen. This item alone cost $168,558.

The following was approved by the City Council on October 19, 2020:

The work to be done consists of the removal of 3-inches of existing asphalt concrete and installation of a 3-inch asphalt concrete overlay. The work also includes removal of existing curb & gutter, sidewalk, and valley gutters and installation of ADA ramps, curb & gutter, sidewalk, striping, signage and valley gutters.

Staff prepared plans and specifications, and bids were opened on September 22, 2020, with a total of six bid submissions:

1. TBS Contractors.	$ 611,480.27
2. Rolfe Construction Company, Inc.	$ 656,910.00
3. United Pavement Maintenance, Inc.	$ 741,959.00
4. Phase 1 Construction	$ 747,471.60
5. George Reed, Inc.	$ 811,808.00
6. Mid Cal Pipeline & Utilities, Inc.	$ 893,205.00

The engineer's estimate for construction was $626,000

The following is the proposed budget for the project:

Construction	$	$611,480.27
Contingency	$	$ 61,148.03
Engineering, Testing & Inspection	$	$ 30,574.01
TOTAL:	$	$703,202.31

This project will require the contractor to notify property owners by door hangers and barricades of when work will be done to ensure vehicles are removed from the street.

IMPACT ON CITY RESOURCES

This project was established as a Capital Improvement Project to be funded by Measure V, RSTP, SB1, Sewer and Water Enterprise funds. Funding is available to fund the change order.

ATTACHMENTS

1. 119006 - CO#3

CITY OF MERCED PROJECT NO. 119006
CHANGE ORDER NO. 3
FINAL

DATE: May 20, 2021

PROJECT NAME Alpine Dr - G St. to Wainwright Ave. Improvements

PROJECT LOCATION: Merced, California

CONTRACTOR: TBS Contractors

ADDRESS: 1605 E. Gerard Ave., Merced, CA 95341

REASON FOR CHANGE ORDER:

Additional work to digout failing subgrade due to unsutable sub-base maticrial and place geotaxtile fabric on Alipne Road. Adjust quantities on bid Items 11, 12 and 13. Unit price adjustment for bid Items 11 and 13.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: **16**

SKETCH ATTACHED: Yes

DESCRIPTION OF CHANGE:

Item	Schedule A (Roads) Contract Unit Prices Adjustments	Unit	Quantity	Unit Price Adjustments	Amount
11	Remove Aspahlt Concrete and Base (Contract Unit Price)	SF	700	$ 4.81	$ 3,367.00
	Remove Aspahlt Concrete and Base (Adjusted Unit Price)	SF	700	$ 3.75	$ 2,625.00
				Credit to City	**$ (742.00)**
13	Asphalt Concrete Patch on Local Street (3"AC/11"AB) (Contract Unit	SF	509	$ 8.43	$ 4,290.87
	Asphalt Concrete Patch on Local Street (3"AC/11"AB) (Adjusted Unit	SF	509	$ 7.93	$ 4,036.37
				Credit to City	**$ (254.50)**
	Schedule A (Roads) Contract Quantity Adjustments				
11	Remove Aspahlt Concrete and Base	SF	3329	$ 3.75	$ 12,483.75
12	Asphalt Concrete Overlay (3")	SF	-7267	$ 2.04	$ (14,824.68)
13	Asphalt Concrete Patch on Local Street (3"AC/11"AB)	SF	16573	$ 7.93	$ 131,423.89
				Sub Total	**$ 129,082.96**
	Extra Work				
1	Extra Work for Paving & Roadway Dig Outs	LS	1	$ 33,532.44	$ 33,532.44
1	Extra Work installing Geotextile Fabric on Alpine Road	LS	1	$ 6,939.10	$ 6,939.10
				Sub Total	**$ 40,471.54**
				Total for Change Order:	**$ 168,558.00**

ORIGINAL CONTRACT AMOUNT:	$	611,480.27
CHANGE ORDER #1 AMOUNT:	$	13,558.02
CHANGE ORDER #2 AMOUNT:	$	44,481.65
CHANGE ORDER #3 AMOUNT:	**$**	**168,558.00**
TOTAL PROJECT COST TO DATE:	**$**	**838,077.94**

FUNDS/ACCOUNTS VERIFIED:

078-1145-637.65-00-119006	$ 84,279.00
075-1145-637.65-00-119006	$ 84,279.00
	$ 168,558.00

FINANCE OFFICE DATE

ACCEPTED (CONTRACTOR) DATE: 6/10/21

RECOMMENDED _____ DATE: _____
(CITY ENGINEER)

RECOMMENDED _____ DATE: _____
(PROJECT CHAMPION)

APPROVED _____ DATE: _____
(CITY ATTORNEY)

AUTHORIZED _____ DATE: _____
(CITY MANAGER)

ATTESTED _____ DATE: _____
(ASSISTANT/DEPUTY CITY CLERK)

(SEAL)

TBS CONTRACTORS
LIC#810520

1605 East Gerard
Merced, CA 95341

Request for Change

RFC Number: 4
Date: 05/14/2021

To:	Joe Cardoso City of Merced 678W. 18th St. Merced, CA 95340	**Project:**	Alpine to G St to Wainwright 20-083
Regarding:	Line item adjustments and additional labor regarding the soil stabilization.		
Requested By:	Jacob Taylor	**Phone:** (209) 384-8424	**E-mail:** jacob@taylorbackhoe.com

Requested Change:

	Amount
Item 11: Remove Asphalt Concrete and Base (Original)	-3,367.00
Item 11: Remove Asphalt Concrete and Base (New)	15,108.75
Item 12: Asphalt Concrete Overlay (Original)	-82,991.28
Item 12: Asphalt Concrete Overlay (New)	68,166.60
Item 13: Asphalt Concrete Batch on Local St (Original)	-4,290.87
Item 13: Asphalt Concrete Batch on Local St (New)	135,460.26
Fabric (New)	6,939.10
Subcontractor (New)	33,532.44

RFC Total	**$ 168,558.00**

Alpine Extra

Original

Item	Qty	Price	Total
11 Remove Asphalt Concrete and Base	700	$ 4.81	$ 3,367.00
12 Asphalt Concrete Overlay	40682	$ 2.04	$ 82,991.28
13 Asphalt Concrete Batch on local St	509	$ 8.43	$ 4,290.87

Sub Total	$ (90,649.15)

New

Item	Qty	Price	Total
11 Remove Asphalt Concrete and Base	4029	$ 3.75	$ 15,108.75
12 Asphalt Concrete Overlay	33415	$ 2.04	$ 68,166.60
13 Asphalt Concrete Batch on local St	17082	$ 7.93	$ 135,460.26
Fabric	1	$ 6,939.10	$ 6,939.10
Sub	1	$ 33,532.44	$ 33,532.44

Sub Total	$ 259,207.15

New	$ 259,207.15
Original	$ (90,649.15)
Total Additional	$ 168,558.00

WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
066 - STOCKTON DC
(209) 931-7120
3601 NAVONE ROAD
STOCKTON CA 95215
SAN JOAQUIN

INVOIC 662

INVOICE NUMBER
50015562134
INVOICE DATE
04/15/2021
CUSTOMER PO NUMBER
MERCED YARD

ENROLLMENT TOKEN:	TBV FWH DLT

SOLD TO: 151717000

TBS CONTRACTORS
1605 E GERARD AVE
MERCED CA 95341

TERRITORY:
SHIP TO: 10002697032

NEW YARD
1605 GERARD AVE
MERCED CA 95341

PLEASE REMIT PAYMENT TO:
White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/14/2021	42078034	JACOB TAYLOR	MINA, RANDY W	RODRIGUEZ, RAUL
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
066	10002697032	NET 30 DAYS	0. WILL CALL	NEW YARD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 17451683 SHIPPING NOTES: TONY OK'D WILL CALL AT DC # 066 **********	1	0	0	1	0.00	
1	157RHP570	MIRAFI HP570 (15' X 300') 500 SY/ROLL	2	1,400.0000 RL	0	2	2,800.00	217.00

20-083
CL-

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale to view complete terms and conditions.

RECEIVED BY: JOSE RODRIGUEZ SIGNATURE COPY ON FILE

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

TOTAL GROSS	2,800.00
TOTAL TAX	217.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	3,017.00

WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

INVOICE 663

BRANCH ADDRESS
066 - STOCKTON DC
(209) 931-7120
3601 NAVONE ROAD
STOCKTON CA 95215
SAN JOAQUIN

INVOICE NUMBER
50015579605
INVOICE DATE
04/16/2021
CUSTOMER PO NUMBER
MERCED

ENROLLMENT TOKEN: TBV FWH DLT

SOLD TO: 151717000

TBS CONTRACTORS
1605 E GERARD AVE
MERCED CA 95341

TERRITORY:
SHIP TO: 10002697032

NEW YARD
1605 GERARD AVE
MERCED CA 95341

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. BOX 6040
CYPRESS, CA 90630-0040

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/16/2021	42106541	LOUIS KINGSTON	MINA, RANDY W	MINA, RANDY W

BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
066	10002697032	NET 30 DAYS	0. WILL CALL	NEW YARD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 17468104 SHIPPING NOTES: OK'D PER TONY AT DC **********	1	0	0	1	0.00	
1	157RHP570	MIRAFI HP570 (15' X 300') 500 SY/ROLL	2	1,400.0000 RL	0	2	2,800.00	217.00

20-083
CC

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RECEIVED BY: JOSE RODRIGUEZ SIGNATURE COPY ON FILE

TOTAL GROSS	2,800.00
TOTAL TAX	217.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	3,017.00

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

HENSLEY'S PAVING & GENERAL ENGINEERING, INC.

Contractors Lic # 828289
DIR # 1000000913

P.O. Box 449
Hickman, CA 95323

(209) 874-9710
Fax (209) 874-2395

CHANGE ORDER

TO: Taylor Backhoe

(Owner, Contractor or Authorized Representative)

ADDRESS: **Phone: (209)**

Cell:

JOB LOCATION: Alpine Drive Impvts. **Fax: (209)**

Attn: estimating@taylorbackhoe.com

Hensley's Paving & General Engineering, Inc. hereafter called Contractor, agrees to furnish labor, materials and equipment (unless otherwise specified herein) to perform the following described work in a good and workmanlike manner according to standard accepted practice, all for the stipulated price and subject to the terms and conditions as hereafter set forth.

DESCRIPTION OF WORK AND PRICE

1 additional paving day	$14,050.70
1 additional grading day	$11,834.86
Additional time to dig out wet areas on 4/13/2021	$ 3,273.08
Total:	$29,158.64

Breakdown

Equipment	Hours	Rate	Total
Grader	8	$104.09	$832.72
Skiploader	8	$39.90	$319.20
Bobcat	8	$29.34	$234.72
Roller	8	$87.05	$696.40
Water Truck	8	$48.65	$389.20
F-450	8	$42.49	$339.92
F-150	8	$31.00	$248.00
F-350	8	$40.16	$321.28
			$3,381.44

Labor	Hours	Rate	Total
Blade Op	8	$85.78	$ 686.24
Skiploader Op	8	$82.75	$ 662.00
Roller Op	8	$78.79	$ 630.32
Water Truck Op	8	$69.23	$ 553.84
Laborer (4)	32	$63.37	$2,027.84
Grade Setter	8	$82.75	$ 662.00
			$5,222.24

Mobilization (5)	12.5	$135.00	$1,687.50

Equipment	$ 3,381.44	
Labor	$ 5,222.24	
Mobilization	$ 1,687.50	
	$10,291.18	
15%	$ 1,543.68	
	$11,834.86	

Equipment	Hours	Rate	Total
Paver CAT AP-1055B	8	$226.48	$1,811.84
Skiploader	8	$39.90	$ 319.20
48" Roller	8	$39.93	$ 319.44
66" Roller	8	$98.25	$ 786.00
F-450 (2)	16	$42.49	$ 679.84
F-150	8	$31.00	$ 248.00
F-350	8	$40.16	$ 321.28
Bitminous Distribution	8	$7.20	$ 57.60
			$4,543.20

Labor	Hours	Rate	Total
Pave Op (3)	24	$82.75	$1,986.00
Roller Op (2)	16	$82.75	$1,324.00
Laborer (5)	40	$63.49	$2,539.60
			$5,849.60

Mobilization (4)	10	$135.00	$1,350.00

Material:

Material: SS-1 – 80 gallons	$5.94/gallon	$475.20

Equipment	$4,543.20	
Labor	$5,849.60	
Material	$ 475.20	
Mobilization	$1,350.00	
	$12,218.00	
15%	$ 1,832.70	
	$14,050.70	

Additional time to dig out wet spots on 4/13/2021

Equipment	Hours	Rate	Total
Grader	3	$104.09	$312.27
Skip Loader	3	$39.90	$119.20
Bobcat	3	$29.34	$ 88.02
Roller	3	$87.05	$261.15
Water Truck	3	$48.65	$145.95
F-450	3	$42.49	$127.47
F-150	3	$31.00	$93.00
F-350	3	$40.16	$120.48
		Total:	$1,268.04

Labor	Hours	Rate	Total
Blade Op	3	$85.78	$257.34
Skip Loader Op	3	$82.75	$248.25
Roller Op	3	$78.79	$236.37
Water Truck Op	3	$69.23	$207.69
Laborer (2)	6	$63.37	$380.22
Grade setter	3	$82.75	$248.25
		Total:	$1,578.12

Equipment	$1,268.04
Labor	$1,578.12
Sub-total:	$2,846.16
15%	$ 426.92
Total	**$3,273.08**

NOTE: this Contractor is not to be held responsible for damage to utilities of other buried improvement which are not exposed by others prior to starting his work. (see indemnity conditions on attached documents)
TIME: The work described herein will be commenced as soon as practicable following receipt of a signed acceptance of this proposal and will be completed within a seasonable time thereafter, weather permitting.
PAYMENT TERMS: Net 10 Days From Billing
FINANCE CHARGE: 1 ½ % per month which is 18 % per annum will be charged on past due balances.
OTHER CONDITIONS: Printed on attached documents hereof are made a part of this agreement. (please read) contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe, Sacramento, California. 95827

Hensley's Paving & General Engineering, Inc.

By: Daniel Dooley Typed By: Rebecca Hensley

At: Hensley's Paving & General Engineering, Inc.

Date: 5/3/2021

I or we have read the full contents of this contract and hereby accept all the terms and conditions as stated herein and further agree not to countermand this contract without paying contractor 10 % of contract amount.

Owner, Contractor or Authorized Rep.

By: _____

Date: _____

NOTE: this Contractor is not to be held responsible for damage to utilities of other buried improvement which are not exposed by others prior to starting his work. (see indemnity conditions on attached documents)
TIME: The work described herein will be commenced as soon as practicable following receipt of a signed acceptance of this proposal and will be completed within a seasonable time thereafter, weather permitting.
PAYMENT TERMS: Net 10 Days From Billing
FINANCE CHARGE: 1 ½ % per month which is 18 % per annum will be charged on past due balances.
OTHER CONDITIONS: Printed on attached documents hereof are made a part of this agreement. (please read) contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe, Sacramento, California. 95827

Hensley's Paving & General Engineering, Inc.

By: Daniel Dooley Typed By: Rebecca Hensley

At: Hensley's Paving & General Engineering, Inc.

Date: 5/12/2021

I or we have read the full contents of this contract and hereby accept all the terms and conditions as stated herein and further agree not to countermand this contract without paying contractor 10 % of contract amount.

Owner, Contractor or Authorized Rep.

By: _____

Date: _____

CONTRACT

This contract consists of this agreement, when accepted, and any drawings or specifications referred to in the description of work, plus supplement addition or deletions.

ATTORNEYS' FEE AND COST

Owner or agent agrees to pay attorneys' fees, court costs and all other recovery costs in the event that action is taken to collect any past due payment or breach of this contract.

ENGINEERING, PERMITS AND FEES

Owner or agent at his own expense (unless otherwise stated herein) , shall furnish survey and engineering as required by the contractor, building permits, encroachment permits or connecting fees as required by all local ordinances or other governing bodies having jurisdiction over work covered by or added to this contract.

INSURANCE

In case said work herein provided for, should, before completion, be wholly or partially destroyed by fire, defective soil, earthquake or other act of God which the Contractor could not have reasonably foreseen and provided for, then the loss occasioned thereby shall be sustained by the Owner, to the extent of work paid for or for which payment is due, and the Owner agrees to carry insurance against loss from such causes for the full value of the labor performed and material furnished and delivered as the work progressed, in the joint name of the Owner and Contractor. All moneys received under such policies are to be divided between the Owner and Contractor, as their interest may appear.

PROGRESS PAYMENTS

When each payment, or installments, prior to the final completion of the work, shall become due and at said final completion of the work, the Contractor shall furnish to the Owner a written statement showing that the necessary work has been done and materials and workmanship furnished, to entitle him to such payment.

CHANGES

Owner may order changes in the work upon adjustment of the contract price, or prices, provided the orders and adjustments are agreed upon in writing. Should the Contractor find it necessary to make minor emergency changes to allow work to proceed uninterrupted when Owner is not present. Owner agrees to pay for any added cost at the customary going rate. Contractor will make a reasonable effort to contact owner before proceeding with such changes.

TERMINATION

Should the Contractors work be stopped or delayed by the acts or neglect of the Owner or his agent, or employees, through no fault of the Contractor, or should the Owner fail to pay the contractor for a period of six (6) days after payment is due, then the Contractor upon six (6) days written notice to the Owner or his agents may stop the work or terminate the contract and recover from the Owner payment for all work executed and any loss of time or added cost sustained by the Contractor as a result of such acts or neglect, plus interest thereon at the rate of 1 ½% per month, which is equal to 18% per annum, beginning on the day following the due date or occurrence. Should the owner wish to cancel this contract prior to beginning of actual construction, he may do so by paying the Contractor 10% of estimated total contract or $100.00 whichever is greater, to compensate the contractor for processing the job for construction.

DELAYS

Contractor shall not be held responsible for delays caused by circumstances beyond his control, such as acts of God, strikes, lockouts, breakdowns, acts of nature, war or insurrection.

INDEMNITY

Utilities, (such as water, gas, sewer, telephone, electrical, pipe lines and other structures) are apt to be located in the working area and the exact location unknown, in which case Owner agrees to be responsible for any damage done by Contractor's operations, unless above mentioned items are first marked and exposed to view, Contractor is not to be held responsible for damage to fences, trees, shrubs, lawns, sprinklers and landscape improvements unless noted in this contract or by a signed rider or amendment hereto. Owner or his agent to pay all costs of such damage, repairs and restoration including attorney fees and other court costs involved in his responsibilities as stated above.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item J.12. Meeting Date: 6/21/2021

Report Prepared by: Roxanne Rodrigues, Risk Analyst

SUBJECT: Approval of Property, Boiler and Machinery Insurance Renewal Through Alliant Property Insurance Program in the Amount of $551,105.84 for Program Year 2021/2022

REPORT IN BRIEF
Considers approving the renewal of the City's policy through Alliant Property Insurance Programs (APIP) at 33.76% premium increase, amounting to $551,105.84 for program year 2021/2022.

RECOMMENDATION
City Council- Adopt a motion ratifying the renewal of the property and boiler and machinery insurance through the Alliant Property Insurance Programs (APIP), administered by Alliant Insurance Services for the period of July 1, 2021 through June 30, 2022; and authorizing the City Manager or designee to execute the necessary documents.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Refer to staff for further study; or,
3. Take no action.

AUTHORITY
Charter of the City of Merced, Article XI, Fiscal Administration.

CITY COUNCIL PRIORITIES
As provided for in the 2021-22 Adopted Budget.

DISCUSSION
The City of Merced joined the Public Entity Property Insurance Program (PEPIP), a group purchasing program, as authorized by the City Council in 1993. The PEPIP program changed its name to Alliant Property Insurance Programs (APIP) after having merged with two other large Alliant Insurance purchasing pools. APIP now insures approximately 10,000 members with a total insurance value of $500 billion. The advantage of being a member of a purchasing group is that we can capitalize on lower premium rates based on the volume and value (per hundred dollars) of insured property.

The property market has been in a hard cycle with underwriters giving increases based on the catastrophe losses worldwide and a record capacity and surplus in the marketplace. The City experienced an increase in account rate (per hundred dollars) of 35.61% in the amount of

$551,105.84 (based on today's total insured values of $314,370,137), the total account rate of $0.1753048 for program year 2021/2022. Last year the rate was $0.1292683. The City's increase in rate per hundred dollars is approximately $0.18 for the program year 2021/2022 compared to last year program rate of $0.13 per hundred dollars. The total Annual Cost is up a net of 33.76%. The City experienced an increase of all risk deductible from $10,000 to $25,000 (APIP program as a whole deductible increased to $25,000).

Vehicle physical damage deductible change from $5,000 to $25,000, except $50,000 for police vehicles under $250,000, $100,000 for all vehicles with RCV of $250,000 to $750,000, $250,000 for all vehicles with RCV more than $750,000.

The City's Boiler and Machinery has been increased from $2,500 to $10,000. The Pollution coverage has been included again this year and the cost is now $2,218 compared to program year 2020/2021 the cost was $1,938.

The annual premium for Cyber coverage is $5,905 compared to program year 2020/2021 the cost was $1,995.

These increases are primarily related to the negative impact the COVID-19 pandemic has had on insurance market conditions. As these increases were anticipated based on the evaluation of the previous year's increases, funding is available in the FY 2021/22 budget as recommended by the City Manager. Coverage terms and conditions remain the same.

IMPACT ON CITY RESOURCES

Funding is available within the proposed Fiscal Year 2021-2022 Budget.

ATTACHMENTS

1. City of Merced APIP Proposal- Page 2 of the Executive Summary illustrates the variances for program year 2020/2021 and 2021/2022

2021 – 2022

Alliant Property Insurance Program (APIP)

Presented on June 9, 2021 by:

Kevin J. Bibler
Senior Vice President

Evan Washburn
Account Executive

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2021 – July 1, 2022

EXECUTIVE SUMMARY

Attached please find the renewal summary of the Alliant Property Insurance Program (APIP) for the 2021-2022 period. An overview of the most significant issues are discussed here.

The challenging market conditions that began in 2018 have continued into the 2021 renewal. While we do believe the market may be close to peaking (assuming no major catastrophe events), the APIP renewal has proven difficult. While the market has not experienced a single catastrophe event on par with Hurricane Katrina in 2005 over the past few years, natural catastrophe losses such as Hurricanes Harvey, Irma and Maria in 2017, California Wildfires in 2018, 2019 and 2020, Winter Storm Uri in 2021, and the Coronavirus Pandemic are key drivers of continuing rate pressure. These catastrophes along with increased attritional losses resulted in another unprofitable year for most property insurers in 2020. Lack of profitability has resulted in carriers continuing to re-evaluate their books and seeking increased pricing and reduced terms and conditions. Those insureds that have significant shock loss(es) or persistent attritional losses will experience larger rate increases. In keeping with the programs' general history; however, we still expect overall rates to, in many cases, remain below that which can be achieved in the open market for similar coverage.

For the 2021/22 renewal, Lexington will provide the first $25,000,000 of the program. Maximum program limits between $800,000,000 and $1,000,000,000 will be placed with worldwide markets rated at A.M. Best A- VII or higher. Insureds should note several key highlights for this year's renewal:

- Boiler & Machinery cover for participating insureds of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage for both 1st and 3rd parties from the Beazley Syndicate at Lloyd's, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. Additional excess options are available, if requested. The Cyber market has become extremely volatile in the past year primarily due to a pronounced increase in ransomware claims. Due to the difficulty of even maintaining Cyber coverage for many public entities, we believe the Cyber coverage provided by APIP represents one of the best values in the marketplace. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage for both 1st and 3rd parties from Ironshore Specialty Insurance Company, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor's Equipment – please note on the attached proposal whether the vehicle/contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV

Alliant Business Services (ABS) continues to play a significant role not only in providing various types of loss control services, but also in providing appraisal services. For the program, property valuations continue to be a key focus. As a reminder, it is underwriters' intent to have all buildings with a scheduled value of $5,000,000 or more appraised once every seven to ten years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on an insureds schedule between $25,000 and $5,000,000 will be quoted at the time the request is made.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature, once you authorize a request to bind coverage with your Alliant representative.

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2021 – July 1, 2022

EXECUTIVE SUMMARY

The following table depicts key financial statistics relative to last year:

Year-over-Year Rate and Premium Comparison

City of Merced	2020-2021 (at 10/29/2020)	2021-2022	Variance
Total Insurable Values (TIV):	$ 318,715,542	$ 314,370,137	-1.36%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
*Property Annual Cost:	$ 408,064.79	$ 542,983.16	33.06%
Cyber Liability Annual Cost:	$ 1,995.29	$ 5,904.87	195.94%
Pollution Liability Annual Cost:	$ 1,938.00	$ 2,217.81	14.44%
Total Account Rate ($/100):	0.1292683	0.1753048	35.61%
**Total Annual Cost:	$ 411,998.08	$ 551,105.84	33.76%

*Property Annual Cost includes: all premiums (except Cyber Liability and Pollution Liability), underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

** Total Annual Cost includes: Property Annual Cost, Cyber Liability Annual Cost and Pollution Liability Annual Cost (except Cyber BBR option, if purchased).

The following pages are coverage items currently under review with the APIP markets to be effective on July 1, 2021. Cyber and Pollution Liability coverage items currently under review will be noted under these specific proposal documents.

Thank you for your continued support of APIP. We look forward to working with you this next year. Please let us know if you have any questions about your renewal.

APIP Summary of Proposed Sub-limit & Deductible Changes
Below is a summary of proposed changes for the 2021-2022 policy period as of May 28, 2021

Coverage	2020-2021 Sub-limit / Deductible	2021-2022 Sub-limit / Deductible	Status
Miscellaneous Unnamed Locations	$25,000,000 Miscellaneous Unnamed Locations or existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	$25,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurable values greater than or equal to $500,000,000 at time of binding or $10,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurance values less than $500,000,000 at time of binding for existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are sub-limited to $10,000,000.	As expiring except for vacant properties and Named Insureds with TIV < $500M
Automatic Acquisition	$25,000,000 Automatic Acquisition up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition.	$25,000,000 Automatic Acquisition for Named Insureds with total insurable values greater than or equal to $500,000,000 at time of binding or $10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than $500,000,000 at time of binding up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Vacant and Unoccupied Buildings are sub-limited to $10,000,000.	As expiring except for vacant properties and Named Insureds with TIV < $500M
Money & Securities	$2,500,000 Money and Securities for named perils only as referenced within the policy.	$500,000 Money and Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.	Reduced sub-limit
Accidental Contamination	$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration.	$250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.	Clarification
Transit	$25,000,000 Transit for Physical Damage and Business Interruption combined.	$25,000,000 Transit Physicial Damage only	Business Interruption excluded
Off Premises Vehicle Physical Damage Deductible	Deductibles varied by named insured	*For Insureds who purchase this coverage with replacement cost valuation, the following minimum deductibles apply:* • For vehicles with replacement cost value under $250,000: $25,000 deducitble, except $50,000 for all police vehicles; • For vehicles with replacement cost value of $250,000 to $750,000: $100,000 deductible; • For vehicles with replacement cost value in excess of $750,000: $250,000 deductible the stated deductible will apply to vehicle physical damage both on and off-premises on a per occurrence basis, unless otherwise stated.	Update

KEY MASTER POLICY FORM PROPOSED CHANGES

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2020-2021	2021-2022	Status
Policy Period	July 1, 2020 to July 1,2021	July 1, 2021 to July 1,2022	Update
Section I, E., 2. k. Money and Securities	Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)).	Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)), however fraudulent impersonation, fraudulent instruction or similar events are excluded.	Clarification
Section II, B. 4. Off Premises Service Interruption	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing incoming electricity, fuel, gas, water, steam or refrigeration or outgoing sewerage, heat light, power, telephone or similar services to a Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page.	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing (1.) Incoming electricity, fuel, gas, water, steam, or refrigeration; (2.) Data, voice or video service; or (3.) Outgoing sewerage to an Insured's Location. The coverage provided by this clause is sub-limited to USD as per Declaration Page	Clarification
Section II, B. 8. Building Laws	See Red Line Strike Out of Master Policy Form for full wording.	The Building Law section has been deleted in its entirety. Coverage is provided under Increased Cost of Construction, Section II, B. 10.	Update
Section II, B. 19. Automatic Acquisition and Reporting Conditions	See Red Line Strike Out of Master Policy Form for full wording	*See Red Line Strike Out of Master Policy Form for full wording. Partial wording changes provided below.* This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured, during the policy period, within the United States of America, subject to the values of such additional property and/or interests not exceeding a. USD25,000,000 for Named Insureds with total insurable values greater than or equal to USD500,000,000 at time of binding; b. USD10,000,000 for Named Insureds with total insurable values less than USD500,000,000 at time of binding. c. Named Insured's Policy Limit of Liability if less than USD25,000,000.	As expiring except for Named Insureds with TIV < $500M

KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2020-2021	2021-2022	Status
Section II, B. 20. Miscellaneous Unnamed Locations	Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	Subject to the Miscellaneous Unnamed Locations sub-limit shown on the Declaration Page, this policy is extended to insure property of type not excluded located at Miscellaneous Unnamed Locations. Miscellaneous Unnamed Locations means a property that has not been included in the Schedule of Values on file with Alliant Insurance Services, Inc. as may be required in the Policy provisions elsewhere. There is no coverage under this paragraph for loss or damage which is covered under the Errors and Omissions or Automatic Acquisition provisions of this Policy. This coverage extension does not apply to the peril of Earthquake Shock in the states of California, or Alaska or Flood coverage for any property situated in Flood Zones A or V.	Clarification
Section II, B. 21 Accidental Contamination	See Red Line Strike Out of Master Policy Form for full wording	*New paragraph added at the end of item:* In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.	Clarification
Section II, C. 3 Property Not Covered	Land (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).	Land (including land underneath or adjacent to a covered building or structure, and including costs to replace, repair, or stabilize any land, unless when necessary to protect a covered building or structure), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens). However, this policy does insure fill beneath any buildings or structures.	Clarification
Section II. D. 4. Loss Payment Basis / Valuation	On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.	On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair. In the event of a partial loss, Replacement Cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.	Clarification

KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2020-2021	2021-2022	Status
Section II. D. Loss Payment Basis / Valuation	"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation subject to the following:	*Replacement Cost definition has been modified to allow increased cost of construction to be covered under Section II, B. 10.:* "Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation or allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, subject to the following:	Clarification
Section III. A. 2. Extra Expense	See Red Line Strike Out of Master Policy Form for full wording.	*New wording added:* With respect to Power Generating Facilities, Extra Expense shall also include any extra expense incurred resulting from the purchase of electrical power from any other power source, the coverage provided hereunder is sub-limited to USD as per Declaration Page. However, this Policy shall not cover loss of Bonus Capacity Payments, performance Guarantee penalties or any other indirect or remote loss of whatever nature.	Clarification
Section III. B. 4. Contingent Time Element Coverage	See Red Line Strike Out of Master Policy Form for full wording.	*New wording added to the end of this item:* This coverage applies to the Insured's direct suppliers or direct customers located in the Coverage Territory. Notwithstanding the foregoing, this Additional Coverage does not apply to: a. Any supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service; or b. The Insured's customers, if the Insured is a supplier of electricity, gas, fuel, steam, water, refrigeration, sewerage service, Cloud Computing Service or data, voice or video service. *(A Cloud Computing Service definition has been added under Section II. E. 6.)*	Clarification

KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

COVERAGE	2020-2021	2021-2022	STATUS
Section IV, B. 15.	Notwithstanding Section IV, Item T., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.	In accordance with Section IV, Item T., Other Insurance, coverage provided under this paragraph shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the Policy other than as above stated.	Clarification
Section IV, B. 22.	No exclusion.	*Addition of the following item to the General Conditions Section ….:* For buildings that are purchased, acquired or leased with the following conditions existing at the time of acquisition: a. Building or any part of a building that is in danger of falling down or caving in, or b. Any part of a building that has separated from another part of the building. Loss or damage arising out of the above conditions is excluded; However, the Company does cover loss or damage arising out of Collapse. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.	Clarification
Section IV, H. 5.	If a building becomes vacant or unoccupied, notice is to be given to the Company prior to the one-hundred twentieth (120th) consecutive day of vacancy or lack of occupancy. The giving, or failure to give such notice will not constitute a condition precedent to the Company's liability, but the Named Insured shall make a reasonable effort to comply with such requirement.	*Addition of the following item to the General Conditions Section:* 5. The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Company prior to the one-hundred twentieth (120th) consecutive day of cessation of business operations, vacancy. The insured building is considered vacant when: a. Such building does not contain adequate Insured Property to conduct customary business operations; or b. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations; c. 70% or more of its total square footage is "vacant"; provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.	Update

KEY MASTER POLICY FORM PROPOSED CHANGES CONTINUED

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2020-2021	2021-2022	Status
Section IV, AH. 4. Location(s)	No Insured Location definition	*Addition of the following definition to the General Conditions Section which replaced "premises of the Named Insured", "covered location" and "Named Insured's Location".* Insured Location(s) means: 1. The location(s) within the Coverage Territory described in the most recent Statement of Values held on file with the Alliant Insurance Services, Inc., Miscellaneous Unnamed Locations and locations as covered by the Errors and Omissions and Automatic Acquisition Additional Coverages; 2. Unless otherwise set forth in the Statement of Values, each such Insured Location(s) shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by property lines, public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.	Clarification
Endorsement 5 LMA 5400, Cyber Exclusion	Applicable to specific carriers	Applicable to all carriers. This exclusion replaces the previous Cyber exclusion in the policy (Section IV, AE) which will be deleted. Please note that LMA 5400 excludes Cyber Loss and any loss or damage directly or indirectly caused by that Cyber Loss. This includes any resultant physical damage as a result of a malicious Cyber Act. See Red Line Strike Out of Master Policy Form for full wording.	Restriction

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
PROPERTY PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

NAMED INSURED: City of Merced

DECLARATION: 2-Cities 2

POLICY PERIOD: July 1, 2021 to July 1, 2022

COMPANIES: See Attached List of Companies

TOTAL INSURED VALUES: $ 314,370,137 as of June 09, 2021

ALL RISK COVERAGES & LIMITS:

$ 500,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
$ 5,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
$ 5,000,000	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
Not Covered	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
$ 100,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
$ 50,000,000	Extra Expense.

ALL RISK COVERAGES & LIMITS: (continued)	Per Bound TIV	$25,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values greater than or equal to $500,000,000 at time of binding or $10,000,000 Miscellaneous Unnamed Locations for existing Named Insureds with total insurable values less than $500,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to $10,000,000.
	180 Days	Extended Period of Indemnity
	See Policy Provisions	$25,000,000 Automatic Acquisition for Named Insureds with total insurable values greater than or equal to $500,000,000 at time of binding or $10,000,000 Automatic Acquisition for Named Insureds with total insurable values less than $500,00,000 at time of binding up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of $2,500,000 for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of Earthquake is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant and Unoccupied Buildings are further sub-limited to $10,000,000.
	$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
	$ 5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item.
	$ 50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
	$ 25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.

ALL RISK COVERAGES & LIMITS: (continued)	$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	$	2,500,000	Unscheduled Fine Arts.
	$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	$	25,000,000	Transit - Physical Damage only.
	$	2,500,000	Unscheduled Animals; not to exceed $50,000 per Animal, per Occurrence.
	$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Included	Per Occurrence for Off Premises Vehicle Physical Damage.
	$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

ALL RISK COVERAGES & LIMITS: (continued)	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $1,000,000 Per Occurrence – Per Policy Provisions.
	$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	$	1,000,000	Claims Preparation Expenses.
	$	50,000,000	Expediting Expenses.
	$	1,000,000	Personal Property Outside of the USA.

Not Covered		Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
Not Covered		for Communicable Disease.
$	100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
$	100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.

VALUATION:

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

EXCLUSIONS (Including but not limited to):

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

"ALL RISK" DEDUCTIBLE:	$	25,000	Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.
DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$	100,000	All Flood Zones Per Occurrence excluding Flood Zones A & V.
	$	250,000	Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES: (continued)	Not Applicable	for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.
	Not Covered	Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.
	$ 1,000	Per Occurrence for Specially Trained Animals.
	$ 500,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
	24 Hour	Waiting Period for Ingress/Egress
	24 Hour	Waiting Period for Civil Authority

$	25,000,	Except $50,000 for all police vehicles valued under $250,000; $100,000 for All Vehicles with RCV of $250,000 to $750,000; $250,000 for All Vehicles with RCV in Excess of $750,000. Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
Replacement Cost		Vehicle Valuation Basis
$	10,000	Per Occurrence for Contractor's Equipment.
		Contractor's Equipment Valuation Basis

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.

$	100,000,000	Per Named Insured Per Occurrence subject to $200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
$	25,000	Per Occurrence Deductible for Primary Terrorism.
$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
$	1,100,000,000	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;
$	1,400,000,000	Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
$	500,000	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
	Included	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
	Included	Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.

TERMS & CONDITIONS:

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 Days except 10 Days for non-payment of premium

	Annual Cost*
Total Property Premium:	$ 518,175.00
Excess Boiler:	$ 3,676.00
Cyber Liability Premium:	$ 5,719.00
Pollution Liability Premium:	$ 2,148.00
ABS Fee:	$ 4,172.00
SLT&F's (Estimate)	$ 17,215.84
Broker Fee:	$ 0.00
TOTAL COST †: (Including Taxes and Fees)	$ 551,105.84

*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)

PRINT DATE: June 9, 2021

PROPOSAL VALID UNTIL: July 1, 2021

BROKER:

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

Kevin J. Bibler
Senior Vice President

Evan Washburn
Account Executive

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.***
- ***Maximum All Risk limits estimated to bind between $500,000,000 and $1,000,000,000. If your All Risk limits are less than $500,000,000 they are not expected to change.***
- ***Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.***
- ***Change in Total Insurable Values will result in adjustment in premium***
- ***Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.***
- ***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
BOILER & MACHINERY PROPOSAL

NAMED INSURED:	City of Merced
POLICY PERIOD:	July 1, 2021 to July 1, 2022
COMPANIES:	See Attached List of Companies
TOTAL INSURED VALUES:	$ 314,370,137 as of June 9, 2021
STATUS/RATING:	See Attached List of Companies

COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
		Included	Jurisdictional and Inspections.
	$	10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
		Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
	$	10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
	$	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
	$	10,000,000	Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
		Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

NEWLY ACQUIRED LOCATIONS:	$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding
VALUATION:	Repair or Replacement except Actual Loss sustained for all Time Element coverages	
EXCLUSIONS (Including but not limited to):	• Testing • Explosion, except for steam or centrifugal explosion • Explosion of gas or unconsumed fuel from furnace of the boiler	
OBJECTS EXCLUDED: (Including but not limited to):	• Insulating or refractory material • Buried Vessels or Piping	
NOTICE OF CANCELLATION:	90 days except 10 days for non-payment of premium	
DEDUCTIBLES:	$ 10,000	Except as shown for Specific Objects or Perils.
	$ 10,000	Electronic Data Processing Media.
	$ 10,000	Consequential Damage.
	$ 10,000	Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
	$ 50,000	Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
	$ 100,000	Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
	$ 250,000	Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
	$ 350,000	Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
	$ 10 per foot / $2,500 Minimum	Deep Water Wells.
	24 Hour Waiting Period	Utility Interruption.
	24 Hours	Business Interruption/Extra Expense Except as noted below.
	30 Days	Business Interruption - Revenue Bond.
	5 x 100% of Daily Value	Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
	5 x 100% of Daily Value	Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

	Annual Cost
COST:	Cost is included on Property Proposal
PRINT DATE:	June 9, 2021
PROPOSAL VALID UNTIL:	July 1, 2021
BROKER:	**ALLIANT INSURANCE SERVICES, INC.** **License No.** 0C36861 Kevin J. Bibler Senior Vice President Evan Washburn Account Executive

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.***
- ***Maximum All Risk limits estimated to bind between $500,000,000 and $1,000,000,000. If your All Risk limits are less than $500,000,000 they are not expected to change.***
- ***Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.***
- ***Change in Total Insurable Values will result in adjustment in premium***
- ***Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.***
- ***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
CYBER INSURANCE SUMMARY PROPOSAL

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: **Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies).

DECLARATION: Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2021 to July 1, 2022

POLICY #: TBD

TERRITORY: WORLD-WIDE

RETROACTIVE DATE:

APIP/PEPIP

For new members – the retro active date will be the date of addition

July 1, 2021 For existing members included on the July 1, 2021/22 policy

July 1, 2020 For existing members included on the July 1, 2020/21 policy

July 1, 2019 For existing members included on the July 1, 2019/20 policy

July 1, 2018 For existing members included on the July 1, 2018/19 policy

July 1, 2017 For existing members included on the July 1, 2017/18 policy

July 1, 2016 For existing members included on the July 1, 2016/17 policy

July 1, 2015 For existing members included on the July 1, 2015/16 policy

July 1, 2014 For existing members included on the July 1, 2014/15 policy

July 1, 2013 For existing members included on the July 1, 2013/14 policy

July 1, 2012 For existing members included on the July 1, 2012/13 policy

July 1, 2011 For existing members included on the July 1, 2011/12 policy

July 1, 2010 For existing members included on the July 1, 2010/11 policy

CSU

July 1, 2008 California State University and CSU Auxiliary Organizations

INSURER: Lloyd's of London - Beazley Syndicate:
Syndicates 2623 - 623 - 100%

COVERAGES & LIMITS:	**Ai.**	$	40,000,000	**Annual Policy and Program Aggregate Limit of Liability** (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	$	2,000,000	**Insured/Member Annual Aggregate Limit of Liability** (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.
BREACH RESPONSE				
Breach Response Costs:		$	500,000	**Aggregate Limit of Liability** for each Insured/Member (Limit is increased to $1,000,000 if Beazley Nominated Services Providers are used)
FIRST PARTY LOSS				
Business Interruption Loss Resulting from Security Breach:		$	750,000	**Aggregate Limit of Liability** for each Insured/Member
Business Interruption Loss Resulting from System Failure:		$	500,000	**Aggregate Limit of Liability** for each Insured/Member
Dependent Business Loss Resulting from Security Breach:		$	750,000	**Aggregate Limit of Liability** for each Insured/Member
Dependent Business Loss Resulting from System Failure:		$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Cyber Extortion Loss:		$	750,000	**Aggregate Limit of Liability** for each Insured/Member
Data Recovery Costs:		$	750,000	**Aggregate Limit of Liability** for each Insured/Member
LIABILITY				
Data & Network Liability:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member

Payment Card Liabilities & Costs:	$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
Media Liability:	$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses
eCRIME			
Fraudulent Instruction:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
Funds Transfer Fraud:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
Telephone Fraud:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
CRIMINAL REWARD			
Criminal Reward:	$	25,000	**Aggregate Limit of Liability** for each Insured/Member
COVERAGE ENDORSEMENT(S)			
Reputation Loss:	$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	$	50,000	**Aggregate Limit of Liability** for each Insured/Member
Computer Hardware Replacement Costs:	$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Invoice Manipulation:	$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Cryptojacking:	$	25,000	**Aggregate Limit of Liability** for each Insured/Member

RETENTION:	$	TBD	CSU Auxiliary Organizations only
	$	50,000	Per Claim for each Member/Insured with Total Insured Value (TIV) up to $250,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than $250,000,000 and up to $750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than $750,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss

NOTICES:

Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

EXTENDED REPORTING PERIOD:

For Named Insured - To be determined at the time of election (additional premium will apply)

SPECIFIC COVERAGE PROVISIONS:

A. **Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

D. **eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

E. **Criminal Reward** indemnifies the Insured/Member for Criminal Reward Funds.

Coverage Endorsement(s)

Reputational Loss indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

Computer Hardware Replacement Costs is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization

would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

Invoice Manipulation indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

Cryptojacking indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS:
(Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional of Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Sanctions Limitation
- War and Civil War
- Asbestos, Pollution and Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

NOTICE OF CLAIM:	• IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies) • Claim notification under this policy is to: Beazley Group Attn: TMB Claims Group 1270 Avenue of the Americas New York, NY 10020 bbr.claims@beazley.com

NOTICE OF CANCELLATION:	10 days for non-payment of premium
CYBER COST:	Cost is included in Total Property Premium
OTHER SERVICES	Unlimited Access to Beazley Breach Solutions website
BROKER:	ALLIANT INSURANCE SERVICES, INC. License No. 0C36861

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2021 bound terms.***
- ***Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.***
- ***This indication is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Summary is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions – not yet finalized.***
- ***Change in Total Insurable Values and loss experience will result in adjustment in premium***

SUMMARY OF CYBER INSURANCE CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes	Status
Beazley Breach Response Endorsement	Coverage offered	Underwriting required	Change in Availability
Retention Buy-Down Endorsement	Coverage offered	Underwriting required	Change in Availability
Increase Breach Response Cost	Coverage offered	Underwriting required	Change in Availability
Tech Errors & Omissions	Coverage offered	Underwriting required	Change in Availability
Retention	Retention Level either $50k or $100k based on TIV	Retention Level either $50k, $100k, or $250k based on TIV	Change in Retention
Computer Hardware Replacement Costs	$75,000 per Member annual aggregate sublimit	$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Reputation Loss	$50,000 per Member annual aggregate sublimit	$100,000 per Member annual aggregate sublimit	Increase in Sublimit
Business Interruption – Security Failure	$2,000,000 per Member annual aggregate Limit	$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Cyber Extortion	$2,000,000 per Member annual aggregate Limit	$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
Data Recovery Costs	$2,000,000 per Member annual aggregate Limit	$750,000 per Member annual aggregate sublimit	Decrease in Sublimit
War and Civil War Exclusion	Not Excluded	Exclusion Added	Excluded

Asbestos, Pollution and Contamination Exclusion	Not Excluded	Exclusion Added	Excluded
New Member Rating Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Bordereaux Reporting Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Members with no TIV Endorsement	Per Policy	Endorsement Language Revised	Language Revision
Caps on Losses Arising out of Certified Acts of Terrorism	N/A	Newly Added	New
Employee Device Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Notice of Circumstance (Compliance with Law Enforcement)	N/A	Newly Added	Coverage Enhancement
Recognize Erosion of Retention for Crime Insuring Agreement	N/A	Newly Added	Coverage Enhancement
State Amendatory Inconsistency Endorsement	N/A	Newly Added	Coverage Enhancement
Amend Data Breach Definition	N/A	Newly Added	Coverage Enhancement
Consolidated Claims Handling	APIP Core and BBR claims handled by separate teams	All claims have been consolidated under one team at Beazley	Administrative
Policy Aggregate Limit	$45,000,000	$40,000,000	Decrease in policy aggregate limit

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

POLLUTION LIABILITY COVERAGE PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: **Alliant Property Insurance Program (APIP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2021 to July 1, 2022

RETROACTIVE DATE:

- July 1, 2011 for Waste Disposal;
- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter
- July 1, 2011 Disinfection Event

This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.

COMPANY: Ironshore Specialty Insurance Company

A.M. BEST INSURANCE RATING:: A, Excellent, Financial Category XV
($2 Billion or greater)
Effective June 26, 2020

STANDARD & POORS RATING: A (Strong) as of November 25, 2020

ADMITTED STATUS: Non-Admitted in all states.

COVERED PROPERTY: Per the following SOVs submitted and on file with carrier:

1. PEPIP DEC 1 – SOVs
2. PEPIP DEC 2 – SOVs
3. PEPIP DEC 3 – SOVs
4. PEPIP DEC 4 – SOVs
5. PEPIP DEC 5 – SOVs
6. PEPIP DEC 11 – SOVs
7. PEPIP DEC 12 – SOVs
8. PEPIP DEC 14 – SOVs
9. PEPIP DEC 19 – SOVs
10. PEPIP DEC 23 – SOVs
11. PEPIP DEC 24 – SOVs
12. PEPIP DEC 25 – SOVs
13. PEPIP DEC 26 – SOVs
14. PEPIP DEC 27 – SOVs
15. PEPIP DEC 28 – SOVs
16. PEPIP DEC 29 – SOVs
17. PEPIP DEC 30 – SOVs
18. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed)
19. PEPIP DEC 33 – SOVs
20. PEPIP DEC 34 – SOVs
21. PEPIP DEC 35 – SOVs

Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

COVERAGES & LIMITS:

$25,000,000	**Policy Program Aggregate (all insureds combined)**
$ 2,000,000	**Per Pollution Incident**
$ 2,000,000	**Per Named Insured Aggregate**
$ 2,000,000	**Per JPA/Pool Aggregate**

SUB-LIMITS:

$ 100,000	Disinfection Event Expenses Per Pollution Incident*
$ 100,000	Disinfection Event Expenses Program Aggregate*
$ 500,000	Mold Matter Per Named Insured Aggregate Sublimit (K-12 Schools Only)*
$ 1,000,000	Restoration Costs Program Aggregate (Mold Matter Only)*
$ 1,000,000	Legionella Per Pollution Incident*
$ 2,000,000	Sewer Backup or Overcharge Per Pollution Incident*
$ 250,000	Any Punitive, Exemplary and Multiplied Damages and Civil Fines,
$ 2,000,000	Penalties and Assessments Fines*
$ 2,000,000	Products Pollution and Exposure Liability Per Pollution Incident* Products Pollution and Exposure Liability Program Aggregate*
$ 2,000,000	Business Interruption per incident*
$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations*
$ 2,000,000	Contractors Pollution Program Aggregate*

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

EXTENDED REPORTING PERIOD:

Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A.1 – Onsite Pollution:
Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.

Coverage A.2 – Offsite Costs:
Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Coverage B – Emergency Response Expenses
To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

Coverage C.1 – Third Party Claims - Onsite Pollution
Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

Coverage C.2 – Third Party Claims -Offsite Pollution
Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.

Coverage D – Transportation
To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.

Coverage E – Waste Disposal Activities:
To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

Coverage F – Business Interruption:
To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after the retroactive date.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after the 7/1/2021.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Automatic Acquisition – Coverage for mid-term transactions for values that are less than $25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than $25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of $0.0002 per dollar of Total Insurable Values, pro-rated with a minimum premium of $425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than $25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Microbial matter is included in the definition of Pollutant. Microbial matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

Other Insurance Condition
Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance. Maintenance of underlying insurance (APIP property and standalone primary) wording applies and is pending negotiations.

Blanket Underground Storage Tank coverage included, with a self-insured retention of $750,000. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.
The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.

Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:

1. Any location with current or historic use as an airport;
2. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880
3. 1018 COTTONWOOD CORONA CA 92879
4. 1200 TENTH ST. (WEST) CORONA CA 92882
5. 102 LINCOLN (NORTH) CORONA CA 92882
6. 1052 QUARRY CORONA CA 92879
7. 34 CRESTRIDGE CORONA CA 92880
8. 219 GRAND (WEST) CORONA CA 92882
9. 25225 MAITRI RD. CORONA CA 92883
10. 24650 GLEN IVY RD. CORONA CA 92883
11. 405 SIERRA VISTA AVE. CORONA CA 92882
12. 315 MERILL ST (SOUTH) CORONA CA 92882
13. 310 VICENTIA (SOUTH) CORONA CA 92882
14. 710 CORPORATION YARD WAY CORONA CA 92880
15. 2581 MANGULAR CORONA CA 92882
16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882
17. 240 BUENA VISTA AVE. CORONA CA 92882
18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882
19. 9865 GLEN IVY RD. CORONA CA 92883
20. 917 CIRCLE CITY DR. CORONA CA 92879
21. 219 JOY (SOUTH) CORONA CA 92879
22. 505 VICENTIA (SOUTH) CORONA CA 92882
23. 1865 POMONA RD CORONA CA 92880

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Third-Party Claims, or to Remediation Expenses for the remediation of soil, surface water or groundwater, or for the remediation of asbestos, asbestos containing materials or lead based paint which has been inadvertently displaced by an accident which occurs, in its entirety, during the policy period. Lead in water is excluded.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Employer Liability - This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Material Change In Use - This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims
- Nuclear and Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Airports, Landfills and/or Recycling Facilities, Oil and/or Gas Producing or Refining Facilities
- Firing Ranges
- Activity Use Limitation
- Prior Claims
- Landfill Closure, Post-Closure and Reclamation Costs
- Odor
- Impoundments
- Discharge Control
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Upgrades
- Groundwater and Surface Water Monitoring Costs
- Known Pollution Incidents (known prior to July 1, 2021)
- COVID-19
- Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only.
- Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only)
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)

EXCLUSIONS (including but not limited to):

- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution and Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Your Product (Product Pollution Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Products Pollution (Covered Operations Only)
- Waste Products, Treatment or Disposal (Covered Operations Only)
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.

DEDUCTIBLE:

$250,000	Each Pollution Incident After July 1, 2021
$500,000	Each Pollution Incident Prior to July 1, 2021
$500,000	Sewage Backup and Overcharge

SPECIFIC DEDUCTIBLES:

$250,000	Disinfection Event Expenses
$250,000	Products Pollution and Exposure Liability
$250,000	Covered Operations
$250,000*	Mold Matter (*or $50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
$250,000	Legionella
$500,000	Sewer Backup or Overcharge deductible
$750,000	Underground Storage Tanks (less than 25 years old)
$1,000,000	Underground Storage Tanks (more than 25 years old)

CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

LOSS REPORTING REQUIREMENTS:	Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to: 1) Ironshore Environmental Claims CSO 28 Liberty Street, 5th Floor New York, NY 10005 Office By phone via: 24 Hour Claims Phone Number (888) 292-0249 FAX to: 646-826-6601 Email: USClaims@ironshore.com 2) Akbar Sharif Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660 949 260-5088 949 756-2713 – fax Akbar.Sharif@alliant.com
NOTICE OF CANCELLATION:	90 days except 10 days for non-payment of premium
REINSTATEMENT PROVISIONS:	Not Provided
POLLUTION LIABILITY COST:	Cost is included in Total Property Premium 100% Earned Premium at Inception
QUOTE VALID UNTIL:	July 1, 2021
BROKER:	**ALLIANT INSURANCE SERVICES, INC.** **License No. 0C36861**

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Pollution Liability Policy Term	July 1, 2020 to July 1,2021	July 1, 2021 to July 1,2022
Retroactive Date	July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all other insureds the retroactive date is the date of addition to the Program.	• July 1, 2011 for Waste Disposal; • July 1, 2021 for Products Pollution and Exposure Liability; • July 1, 2021 for Contractor's Pollution • July 1, 2021 for Mold Matter This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.
Company	Interstate Fire & Casualty Insurance Company	Ironshore Specialty Insurance Company
A.M. Best Insurance Rating	A+, Superior, Financial Category XV ($2 Billion or greater) Effective September 5, 2019	A, Excellent, Financial Category XV ($2 Billion or greater) Effective June 26, 2020
Standard and Poor's Rating	AA (Very Strong) as of May 30, 2019	A (Strong) as of November 25, 2020
Covered Property	Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.	Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021		2021-2022 Proposed Changes	
Sub-limits:	N/A		$ 100,000	Disinfection Event Expenses Per Pollution Incident*
	N/A		$ 100,000	Disinfection Event Expenses Program Aggregate*
	N/A		$ 1,000,000	Restoration Costs Program Aggregate (Mold Matter Only)*
	N/A		$ 1,000,000	Legionella Per Pollution Incident*
	N/A		$ 250,000	Per Claim for Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments Fines Per Claim
	$2,000,000	Products Pollution Each Incident Limit	$ 2,000,000	Products Pollution Program Aggregate Limit
	$ 100,000	Per Named Insured Per Pollution Incident Dedicated Legal Defense Outside the Per Named Insured limit*	No Coverage	
	$ 250,000	Per Named Insured Crisis Management Response Costs Sub-limit	No Coverage	
	$ 500,000	Per Named Insured Crisis Management Response Costs Aggregate	No Coverage	
	$ 50,000	Per Named Insured Crisis Management Loss Sub-limit	No Coverage	
			$ 2,000,000	Business Interruption per incident*
			$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
		N/A	$ 2,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
			$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations* Contractors Pollution Aggregate*
	*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits and aggregate, which are in addition to the limits of liability.		*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.	

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Extended Reporting Period	For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.	**Automatic Extended Reporting Period** The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased the optional extended reporting period, the policy is terminated for fraud or nonpayment or if the insured has purchased other insurance to replace the insurance provided under this policy.
Coverages	Coverage A – Own Site Clean-up Costs: Coverage for claims for clean-up costs resulting from a pollution condition on or under the insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs..	Coverage A.1 – Onsite Pollution: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on or under a Covered Property, provided such Remediation Expenses arise from Onsite Pollution and result from New Conditions.
	Coverage B – Off-Site Clean-Up Costs: Coverage for third-party claims resulting from a pollution condition migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.	Coverage A.2 – Off Site Costs: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses arise from Offsite Pollution and result from New Conditions.
	Coverage C – Third-Party Claims for Bodily Injury or Property Damage: Coverage for third-party claims for bodily injury or property damage resulting from a pollution condition on, under or migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay.	Coverage C.1 – Onsite Pollution Onsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.
		Coverage C.2 – Offsite Pollution Offsite Pollution resulting from New Conditions. if such Bodily Injury or Property Damage takes place while the person injured or the property damaged is within the boundaries of the Covered Property.
	Coverage D – Emergency Response Costs: Coverage for emergency response costs incurred by or on behalf of the Insured in response to a pollution condition on, under or migrating from or through and beyond the boundaries of an Insured's own site or arising from transportation or resulting from a covered operation, provided that the emergency response costs be incurred within one hundred sixty-eight (168) hours of the commencement of such pollution condition, and reported to the Insurer within fourteen (14) days of commencement of such a pollution condition.	Coverage B – Emergency Response Expenses To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment. The Emergency Response Expenses must: (i) arise from a Pollution Incident that first commenced during the Policy Period; (ii) be incurred within seven (7) days of the commencement of such Pollution Incident; and (iii) be reported to the Company within fourteen (14) days of the commencement of such Pollution Incident. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	Coverage E – Transportation: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by transportation that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.	Coverage D – Transportation To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.
	Coverage F – Non-Owned Locations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from any non-owned location that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.	Coverage E – Waste Disposal Activities: To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses that arise from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.
	Coverage H – Business Interruption: Coverage for the Insured's business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the Insured's own site, on or after the retro date, provided such pollution condition results in clean-up costs covered under this policy, and the first-party claim is made and reported to the Insurer during the policy period.	Coverage F – Business Interruption: To pay the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution resulting from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	Coverage G – Covered Operations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Covered operations do not include Transportation.	Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after the retroactive date of July 1, 2021.
	Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Insured's product must have been manufactured, sold, handled or distributed on or after the retro date and the clean-up costs, bodily injury or property damage must be unexpected and unintended from the standpoint of the Insured. Coverage of lead contamination of potable water is excluded.	Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after the 7/1/2021.
	Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period. A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.	Not Covered

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre-approved by the insurer and are associated with damages that would be covered by this policy.	Not Covered
	All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.	*Listed. Broad language pending negotiation.*
	Automatic Acquisition – Coverage for mid-term transactions for values that are less than $25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively, for no additional premium, automatically. Property valued at more than $25,000,000 but less than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with two (2) years of currently valued property loss runs and shall be added as a covered location upon the closing date of such acquisition for an additional premium. Property valued at more than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer immediately, along with two (2) years of currently valued property loss runs. Additional premium applies. For acquired locations that have underground storage tanks, the Insured must determine that all operational underground storage tanks are in material compliance with all applicable environmental laws and regulations and must obtain the most recent tank tightness testing or leak detection data conducted within sixty (60) days prior to the effective date that the Insured acquires or leases the subject location.	Automatic Acquisition – Coverage for mid-term transactions for values that are less than $25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days. Property valued at more than $25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of $.0006832 per $100 of Total Insurable Values, pro-rated with a minimum premium of $425. There will be no additional premium for any Covered Property with Total Insurable Values which are less than $25,000,000.

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Coverages (Continued)	Defense Costs and Expenses are an additional $100,000 outside the per member limit and within the overall policy aggregate limit.	Defense is within the limits of liability
	Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that: • The waste materials are generated from the Insured's own site, transportation, or covered operations; • The transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste; • The transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.	Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception. The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.
Exclusions:	Virus and Communicable Disease	COVID-19
	Ports – *Defined as an Insured's own site on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.*	*Not covered. Pending wording to add ports.*
	Not Previously Excluded	Odor
	Cyber Event – *Does not apply to losses covered by the Cyber Event coverage in this policy.*	*Silent*
	Work Product – *Does not apply to covered operations*	*Work Product – excluded*
	Sewage Backup Coverage Exclusion – *Does not apply to an Insured's own site.*	*Sewage Backup- sewage backup on to 3rd party sites excluded. Coverage applies for sewage backup on to an insured site only.*
	Offshore operations	*Not Excluded*

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Exclusions: (Continued)	*Landfills, recycling facilities*	Landfill Closure, Post-Closure and Reclamation Costs
	Not Previously Excluded	Discharge Control
	Not Previously Excluded	Engineering Controls / Operation and Maintenance (O&M) Costs
	Not Previously Excluded	Groundwater and Surface Water Monitoring Costs
	Arising from a known claim or legal action existing prior to the first date of the period of insurance and known by a responsible insured as disclosed in the application or submission materials including, but not limited to: Open claims provided within the submission and re-evaluated at policy inception pending updated loss runs.	Known Pollution Incidents (known prior to July 1, 2021)
	Not Previously Excluded	Capital Improvement- Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only
	Not Previously Excluded	Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
	Known Injury or Damage	Known Injury or Damage (Product Pollution and Covered Operations only)
	Not Previously Excluded	Product Disposal (Product Pollution Only)
	Products as Waste (Product Pollution Only)	Products as Waste (Product Pollution Only)
	Not Previously Excluded	Transportation (Product Pollution and Covered Operations only)
	Not Previously Excluded	Damage to Your Work (Covered Operations Only)
	Insured's products does not include waste materials unless such waste materials are sold, furnished or supplied to a third party for beneficial reuse pursuant to applicable environmental law.	Waste Products, Treatment or Disposal (Covered Operations Only)

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021	2021-2022 Proposed Changes
Exclusions: (Continued)	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products – *includes any precursors, additives, daughter compounds or degradation by-products.*	Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.
	Voluntary clean-up promulgated, adopted, or implemented by an insured during the period of insurance and applicable to pollution conditions at an insured's own site are excluded.	Voluntary Site Investigation applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, shooting ranges only
	Claims or loss arising for property damage to the insured's products are excluded.	Damage to Your Product (Product Pollution Only)
	Claims or loss arising for property damage to the insured's products or for property damage to that particular part of real property on which the insured, or any persons or entities acting on the insured's behalf, are performing covered operations, including any property damage caused by materials, parts or equipment furnished in connection with such covered operations.	Damage to Property (Covered Operations Only)

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2021-2022 POLICY TERM

Coverage	2020-2021		2021-2022 Proposed Changes	
Retentions / Deductibles:	**$150,000**	**Overall Policy Deductible** Per Pollution Incident retention except for specific retentions below (all pollution incidents except where noted below)	**$250,000**	**Overall Policy Deductible** (Each Pollution Incident After July 1, 2021 and except where noted below)
	$450,000	Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below		N/A
	$250,000	Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below		
	$250,000	Each Pollution Incident Prior to July 1, 2021	$500,000	Each Pollution Incident Prior to July 1, 2021
Retentions / Deductibles (Continued)	$500,000	Per Named Insured retention applicable to microbial matter for K-12 school districts only – *does not erode the Aggregate retention*	$500,000*	Per Named Insured applicable to mold in K-12 schools (*or $50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space)
	$150,000	Sewage Backup	$500,000	Sewage Backup and Overcharge
	$750,000	Underground Storage Tanks Specific – *does not erode the Aggregate retention*	$750,000	Underground Storage Tanks (less than 25 years old)
			$1,000,000	Underground Storage Tanks (more than 25 years old)
Minimum Earned Premium	25% Earned Premium at Inception; deemed 100% fully earned in the event of claim or loss		100% Earned Premium at Inception	
Claim Reporting	Allianz Global Corporate & Specialty Attn: FNOL Claims Unit 1 Progress Point Parkway, 2nd Floor O'Fallon, MO 63368 In emergency, call: (800) 558-1606 Fax: (800) 323-6450 Email: NewLoss@agcs.allianz.com Online Claims Reporting form available at: www.agcs.allianz.com/global-offices/united-states		Ironshore Environmental Claims CSO 28 Liberty Street, 5th Floor New York, NY 10005 Office By phone via: 24 Hour Claims Phone Number (888)292-0249 FAX to: 646-826-6601 Email: USClaims@ironshore.com	

Disclosures / Disclaimers

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this www.AmBest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Disclosures / Disclaimers Cont.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

(Applicable if the insurance company is non-admitted)
The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

Binding Requirements Recap

Required no later than June 28, 2021:

- Signed and dated Request to Bind Coverage form (below)
- Signed and dated Surplus Lines forms as required by your state and attached to this proposal*
- Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- Signed and dated Terrorism Risk Insurance ACT of 2002 as amended (a.k.a. TRIPRA 2015)

*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, ND, OH, RI, WV, WY

Request to Bind Coverage

City of Merced

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.

_____ _____

Signature of Authorized Insured Representative **Date**

_____

Title

_____

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

Did you know that Alliant works with premium financing companies?

Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☐

LOSS NOTIFICATION REQUIREMENT

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA Senior Vice President, Regional Claims Director Voice: (415) 403-1445 Cell: (415) 518-8490 Email: rfrey@alliant.com	Diana L. Walizada, AIC, CPIW, RPA, AINS Vice President, Claims Unit Manager Voice:(415)403-1453 Email: dwalizada@alliant.com
Address:	Alliant Insurance Services, Inc. 100 Pine St, 11th Floor San Francisco CA 94111 Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Address:	Sandra Doig McLaren's Global Claims Services 1301 Dove St., Suite 200 Newport Beach, CA 92660 Voice: (949) 757-1413 Fax: (949) 757-1692 Email: sandra.doig@mclarens.com

III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Address:	Beth Diamond Beazley Group 1270 Avenue of the America's, Suite 1200 New York, NY 10020 Fax: (546) 378-4039 Email: tmbclaims@beazley.com
Address:	Elaine G. Tizon, CISR Assistant Vice President, Claims Advocate 100 Pine Street, 11th Floor San Francisco, CA 94111-5101 Voice: (415) 403-1458 Fax: (415) 403-1466 Email: elaine.tizon@alliant.com

IV. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Address:	Ironshore Environmental Claims CSO 28 Liberty Street, 5th Floor New York, NY 10005 In emergency call: (888) 292-0249 Fax: (646) 826-6601 Email: USClaims@ironshore.com
Address:	Akbar Sharif Claims Advocate 1301 Dove St. Ste. 200 Newport Beach, CA 92646 Voice: (949) 260-5088 Fax: (415) 403-1466 Email: Akbar.Sharif@alliant.com

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

- ☐ APIP Property Claims Reporting
- ☐ Cyber Claims Reporting (***this is a claims made policy***) if coverage is purchased
- ☐ Pollution Liability Claims Reporting (***this is a claims made policy***) if coverage is purchased

Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2021 until further notice

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

Insured Entity Name: City of Merced

_____

Authorized Signature:

_____

_____ _____

Print Name Date

_____

Title:

IN THE EVENT OF A

PROPERTY LOSS:

1) Follow your organization procedures for reporting and responding to an incident

2) Alert local emergency authorities, as appropriate

3) Report the incident to Alliant Insurance Services *immediately at:*

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to McLarens Global Claims Services AND your Alliant representative

PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.
BY MAIL: 100 Pine Street, 11th Floor, San Francisco, CA 94111
BY FAX: (415) 403-1466
BY EMAIL: rfrey@alliant.com AND dwalizada@alliant.com
Carbon Copy APIP Claims Administrator: sandra.doig@mclarens.com and your Alliant representative

Today's Date: _____

Type of Claim: (check all that apply)

- ☐ **Real Property**
- ☐ **Vehicles**
- ☐ **Personal Property**
- ☐ **Other**

Insured's Name & Contact Information

Insured's Name:_____ Point of Contact:_____

Address:_____

Phone #:_____ Email Address:_____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 100 Pine Street, 11th Floor, San Francisco, CA 94111

Phone #: 1-877-725-7695 Fax #: 415-403-1466

Policy Information

Policy Number:_____Policy Period: _____

Limits of Liability: _____per_____agg Self-Insured Retention/Deductible: _____

Loss Information

Date of Incident/Claim: _____ Location:_____

Description of Loss:

_____

_____

Please list all attached or enclosed documentation: ☐ (check if none provided) _____

_____

Name of Person Completing This Form: _____

Signature:_____

Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;

K. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

IN THE EVENT OF A

CYBER LOSS:

1) *Follow your organizations procedures for reporting and responding to an incident*

2) *Alert authorities, as appropriate*

3) *Report the incident to* Beazley Group *immediately at:*

tmbclaims@beazley.com

All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) *Report the incident to Alliant Claims Department and your Alliant representative*

SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:

The policy provides a $500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to $1,000,000.

Please contact Beazley for a list of approved vendors.

CYBER FIRST NOTICE OF LOSS FORM

SEND TO: Beazley Group

BY MAIL: 1270 Avenue of the America's, Suite 1200, New York, NY 10020

BY FAX: (546) 378-4039

BY EMAIL: tmbclaims@beazley.com

CC Alliant Claims Department:
elaine.tizon@alliant.com , **and your Alliant representative**

Today's Date: _____

Insured's Name & Contact Information

Insured's Name:_____ **Point of Contact:**_____

Address:_____

Phone #:_____ **Email Address:**_____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services – Claims **Point of Contact:** Elaine Tizon

Address: 100 Pine Street, 11th Floor, San Francisco, CA 94111

Phone #: 877-725-7695 Fax #:415-403-1466

Policy Information

Policy Number:_____ **Policy Period:**_____

Limits of Liability:_____**per**_____**agg Self-Insured Retention/Deductible**_____

Loss Information

Date of Incident/Claim:_____ **Location:**_____

Description of Loss:_____

_____

Please list all attached or enclosed documentation: ☐**(check if none provided)**_____

_____

Name of Person Completing This Form:_____

Signature:_____

A. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **Claim** is made against the **Insured**, the **Insured** shall, as soon as practicable upon knowledge by the **Insured**, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or within thirty (30) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the Insured during the last thirty (30) days of the **Policy Period**.

2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the Insured. For such incidents or suspected incidents discovered by the **Insured** within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the **Policy Period**, provided; if this Policy is renewed by Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident reported during the 60 day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.

3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:

   a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**;
   b. the injury or damage which may result or has resulted from the circumstance; and
   c. the facts by which the **Insured** first became aware of the act, error, omission or **Security Breach**

   Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.

IRONSHORE SPECIALTY INSURANCE COMPANY

IN THE EVENT OF AN

ENVIRONMENTAL EMERGENCY:

1) ***Follow your organization procedures for reporting and responding to an incident***

1) ***Alert local emergency authorities, as appropriate***

2) ***Report the incident immediately at:***

888-292-0249

4] Report the incident to Alliant

Akbar Sharif
Claims Advocate
949-260-5088
415-403-1466 – fax
Akbar.Sharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification

SEND TO: IRONSHORE ENVIRONMENTAL CLAIMS CSO
BY MAIL: 28 Liberty Street, 5th Floor, New York, NY 10005
BY FAX: (646) 826-6601
BY EMAIL: USClaims@ironshore.com
CC Alliant Insurance: Akbar.Sharif@alliant.com **and your Alliant Representative**

Today's Date: _____

Notice of: (check all that apply)

☐ **Pollution Incident** ☐ **Potential Claim** ☐ **Other** _____
☐ **Third-Party Claim** ☐ **Litigation Initiated**

Insured's Name & Contact Information

Company Name: _____ **Point of Contact:** _____

Address: _____

Phone #: _____ **Email Address:** _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims **Point of Contact:** Akbar Sharif

Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660

Phone #: 1-949-260-5088

Policy Information

Policy Number: _____ **Policy Period:** _____

Limits of Liability: _____ **per** _____ **agg** **Self-Insured Retention/Deductible** _____

Loss Information

Date of Incident/Claim: _____ **Location:** _____

Claimant Name/Address: _____

Description of Loss: _____

_____

Please list all attached or enclosed documentation: ☐**(check if none provided)** _____

_____

Name of Person Completing This Form: _____ **Signature:** _____

ALLIANT INSURANCE SERVICES

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

June 9, 2021

Named Insured: **City of Merced**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our property insurance program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT, as AMENDED (A.K.A.: TRIA, TRIEA, TRIPRA, TRIP OR TRIPA. We refer to these collectively as "TRIA".)

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE "I AM INTERESTED" BOX. OTHERWISE, PLEASE CHECK THE "DECLINE" BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS? PLEASE CALL YOUR SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide me with a quote.
	I hereby decline to purchase Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

_____

Policyholder/applicant signature

_____ _____

Print Name Date

City of Merced

IMPORTANT NOTICE:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

1. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

2. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

3. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date: _____

Insured: _____
(Authorized Signature)

D-1 (Effective January 1, 2020)

Alliant Property Insurance Program
2021-2022 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; $2,000,000,000 to greater (As of 12/04/20)	A+ (As of 03/26/20)	Non-Admitted
Aspen Specialty Insurance Company	012630	A, Excellent; Financial Size Category 15; $2,000,000,000 or greater (As of 04/30/21)	Not Rated (As of 05/18/21)	Non-Admitted
Ategrity Specialty Insurance Company	020603	A-, Excellent; Financial Size Category 8; $100,000,000 to $250,000,000 (As of 10/27/20)	Not Rated (As of 05/18/21)	Non-Admitted
Berkshire Hathaway Specialty Insurance Company	000864	A++ (Superior) Financial Size Category 15; $2,000,000,000 or Greater (As of 12/09/20)	Not Rated (As of 05/18/21)	Admitted
Chubb Bermuda Insurance Ltd.	086361	A++ (Superior) Financial Size Category 15; $2,000,000,000 or Greater (As of 12/17/20)	AA (As of 06/24/16)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 08/14/20)	A+ (As of 04/26/18)	Non-Admitted
Evanston Insurance Co.	003759	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 09/11/20)	A (As of 07/27/17)	Non-Admitted
Everest Indemnity Insurance Company	012096	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 05/07/21)	A+ (As of 12/22/15)	Non-Admitted
Fidelis Underwriting Limited	093764	A, Excellent; Financial Size Category 15; $2,000,000,000 or greater (As of 06/03/20)	A- (As of 12/17/19)	Non-Admitted
Hallmark Specialty Insurance Co.	010838	A- u, (Excellent); Financial Size Category 8; $100,000,000 to $250,000,000 (As of 04/20/21)	Not Rated (As of 05/18/21)	Non-Admitted
Homeland Insurance Company of New York	010604	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 04/22/21)	Not Rated (As of 05/18/21)	Non-Admitted
International General Insurance Co.	091476	A (Excellent) Financial Size Category 4; $250,000,000 to $500,000,000 (As of 10/09/20)	A- (As of 03/31/15)	Non-Admitted

Alliant Property Insurance Program
2021-2022 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; $2,000,000,000 or greater (As of 06/26/20)	A (As of 05/02/17)	Non-Admitted
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 14; $1,500,000,000 to $2,000,000,000 (As of 09/22/20)	A- (As of 02/28/18)	Non-Admitted
Landmark American Insurance Co.	012619	A+, Superior; Financial Size Category 14; $1,500,000,000 to $2,000,000,000 (As of 10/29/20)	A+ (As of 04/18/18)	Non-Admitted
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 08/19/20)	A+ (As of 10/27/20)	Non-Admitted
Liberty Mutual Fire Insurance Company	002282	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 06/26/20)	A (As of 07/17/14)	Admitted
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/15/20)	A+ (As of 06/14/19)	Non-Admitted
PartnerRe Ireland Insurance Ltd.	088621	A+ u, (Superior); Financial Size Category 15; $2,000,000,000 or Greater (As of 05/12/21)	A+ (As of 08/07/20)	Non-Admitted
Princeton Excess & Surplus Lines Ins. Co.	012170	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/17/20)	AA- (as of 12/22/06)	Non-Admitted
RSUI Indemnity Company	012603	A+, Superior; Financial Size Category 14; $1,500,000,000 to $2,000,000,000 (As of 10/29/20)	A+ (As of 04/18/18)	Admitted
QBE Specialty Insurance Company	012562	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 03/11/21)	A+ (As of 01/30/18)	Non-Admitted
Westport Insurance Corporation	000347	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/17/20)	AA- (As of 05/07/20)	Admitted

Alliant Property Insurance Program
2021-2022 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
XL Insurance America Inc.	002423	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 09/29/20)	AA- (As of 11/19/18)	Admitted

ALLIANT PROPERTY INSURANCE PROGRAM

2021-2022

NAMED INSURED SCHEDULE

AS OF 06/09/2021

THE NAMED INSURED IS:

City of Merced

678 West 18th Street

Merced, CA 95340

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

(1) Giving notice of cancellation,

(2) Giving instructions for changes in the Policy and accepting changes in this Policy

(3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

NAMED INSURED MEMBER(S)

City of Merced

City of Merced Parking Authority

Public Financing and Economic Development Authority

ADMINISTRATIVE REPORT

Agenda Item K.1. Meeting Date: 6/21/2021

Report Prepared by: Jennifer Levesque, Assistant City Clerk, City Clerk's Department

SUBJECT: Public Hearing (to be Heard at 7PM) to Receive a Report from Staff on the Redistricting Process and Permissible Criteria to be Considered to Redraw the Council District Map, to Receive Input from the Community Regarding the Redrawing of Election District Boundaries, Direction Regarding an Advisory Committee, and Scheduling Remaining Required Public Hearings

REPORT IN BRIEF
Public Hearing to inform Council and the public on the redistricting process, allow community input regarding the redrawing of the Council District Map, provide staff direction on an advisory committee, and scheduling remaining required Public Hearings.

RECOMMENDATION
Receive public input on the redrawing of election district boundaries, provide direction to staff regarding an advisory committee and scheduling the required Public Hearings.

ALTERNATIVES
1. Approve as recommended by staff; seek public input on the redrawing of election district boundaries; or,
2. Return to staff with specific direction; or,
3. Deny.

AUTHORITY
Merced City Charter, Sections 400 and 1000
California Election Code Section 21620

CITY COUNCIL PRIORITIES
Adopting a Redistricting Map.

DISCUSSION
Every ten years, cities with by district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process must be completed by April 17, 2022.

The City adopted its current district boundaries on October 19, 2015. The current district boundaries

are based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and be in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Geographically contiguous
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
4. Easily identifiable boundaries
5. Compact (do not bypass one group of people to get to a more distant group of people)
6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting from 2022 to 2024
2. Respect voters’ choices / continuity in office
3. Future population growth

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city draws draft maps
- At least two hearings must happen after the drawing of draft maps
- The fourth hearing can happen either before or after the drawing of draft maps
- City staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a Weekday
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time
- Local public redistricting hearings should be made accessible to people with disabilities

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code 21621(c) is “a population that shares common social or economic interests

that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

A. School attendance areas;
B. Natural dividing lines such as major roads, hills, or highways;
C. Areas around parks and other neighborhood landmarks;
D. Common issues, neighborhood activities, or legislative/election concerns; and
E. Shared demographic characteristics, such as:

(1) Similar levels of income and education;
(2) Languages spoken at home; and
(3) Single-family and multi-family housing unit areas.

Boundaries cannot be adopted earlier than August 1, 2021 and must be adopted before April 17, 2022. However, the U.S. Census Bureau has indicated they will not release data before September 30, 2021.

Next steps:

Provide staff direction on potential creation of an advisory committee or direct staff to hold staff driven community workshops in lieu of an advisory committee and schedule the remaining three City Council Public Hearings.

Potential dates for remaining Public Hearings:

August 2, 2021 (2nd pre-draft hearing)
February 7, 2022 (1st post-draft hearing)
March 7, 2022 (2nd post-draft hearing)

Staff driven community workshop

- Saturday, January 22, 2022
  - Hold one meeting in the morning and one in the afternoon in two different locations.

IMPACT ON CITY RESOURCES

As provided for in the 2021-2022 budget.

ATTACHMENTS

1. Presentation

NDC
National Demographics Corporation

City of Merced

Introduction to Redistricting

June 21, 2021

Dr. Jeff Tilton, Senior Consultant
National Demographics Corporation

Public Hearing 1 of 4

TONIGHT
Redistricting Process
Rules and Goals
Neighborhoods/Communities of Interest
Mapping Tools
Advisory Commission?
Council Direction

Redistricting Process

Step	Description
Two Initial Hearings June 21 & August 2	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Mid/Late August	Census Bureau releases official 2020 Census population data.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Public Workshops January 22	Two separate mapping tools workshops – morning and afternoon. (Additional workshops, based on demand.)
Two Draft Map Hearings February 7 & March 7	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

*SB 594 would explicitly confirm that the county can adopt maps by resolution.

Redistricting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering

2. California Criteria for Cities

Geographically contiguous

Undivided neighborhoods and "communities of interest"
(Socio-economic geographic areas that should be kept together)

Easily identifiable boundaries

Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:

"Shall not favor or discriminate against a political party."

3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years

Respect voters' choices / continuity in office

Future population growth

Preserving the core of existing districts

Defining Neighborhoods

1st Question: What is your neighborhood?

2nd Question: What are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.

Beyond Neighborhoods: Defining Communities of Interest

1st Question: What defines your community?

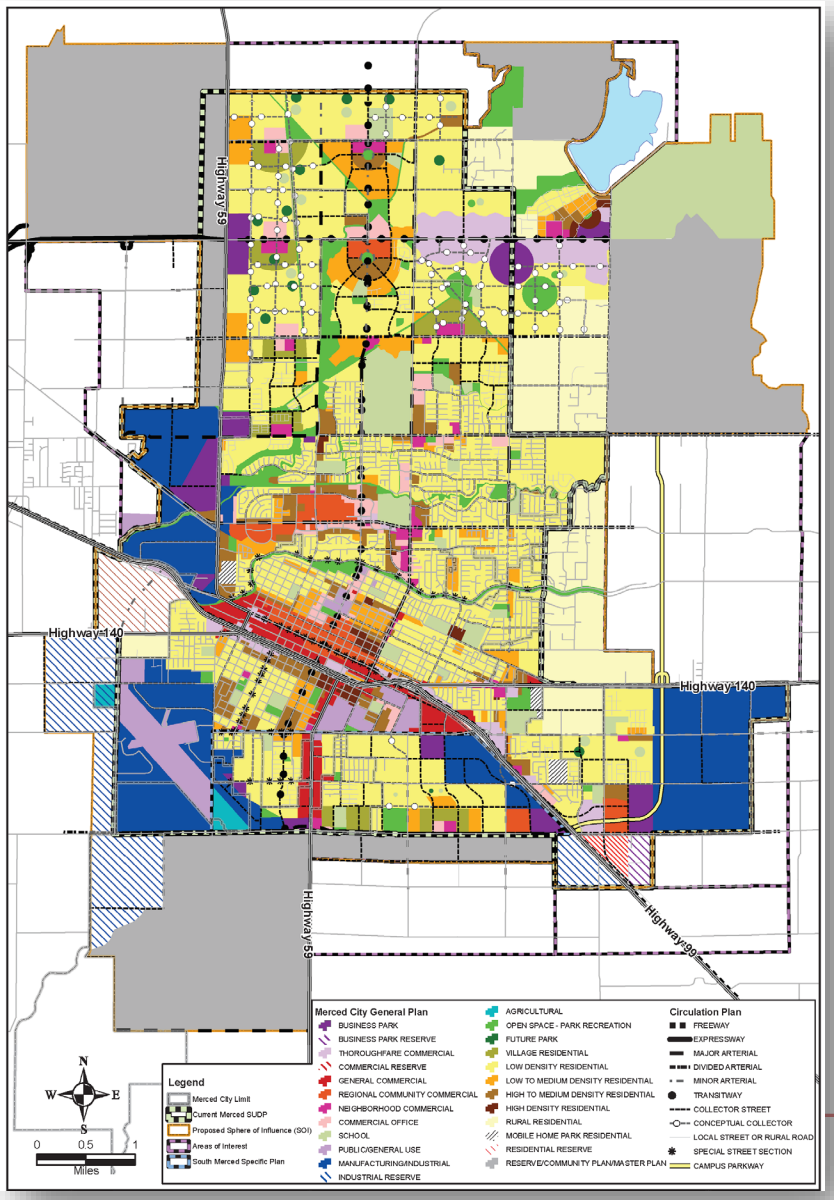
- Geographic Area, plus
- Shared issue or characteristic
  - Shared social or economic interest
  - Impacted by county policies
- Tell us "your community's story"

2nd Question: Would this community benefit from being "included within a single district for purposes of its effective and fair representation"?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Possible Neighborhoods / Communities



Beyond Neighborhoods: Communities

Under the California Elections Code, "community of interest" has a very specific definition in the context of districting and redistricting cities and counties:

A "community of interest" is a population that shares common social or economic interests **that should be included within a single district for purposes of its effective and fair representation.**

Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(emphasis added)

Public Mapping and Map Review Tools

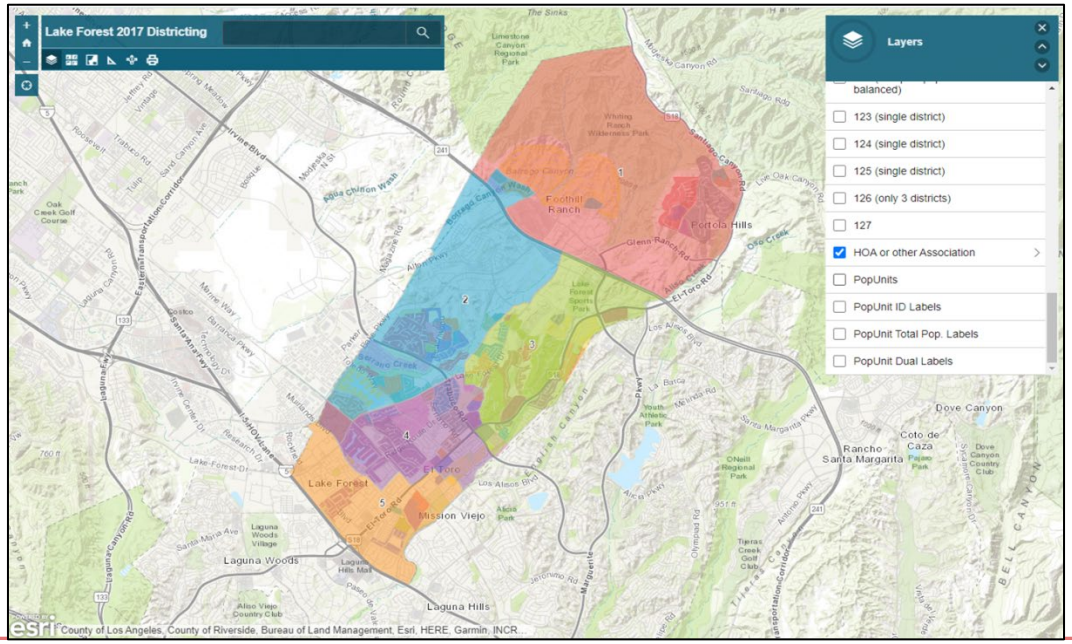
- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
  - Simple "review draft maps" tool
  - Easy-to-use "Draw your neighborhood" tool
  - Paper- and Excel-based simple "Draw a draft map" tools
  - Powerful, data-rich "Draw a draft map" tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

Simple Map Review Tool

Online Interactive Review Map

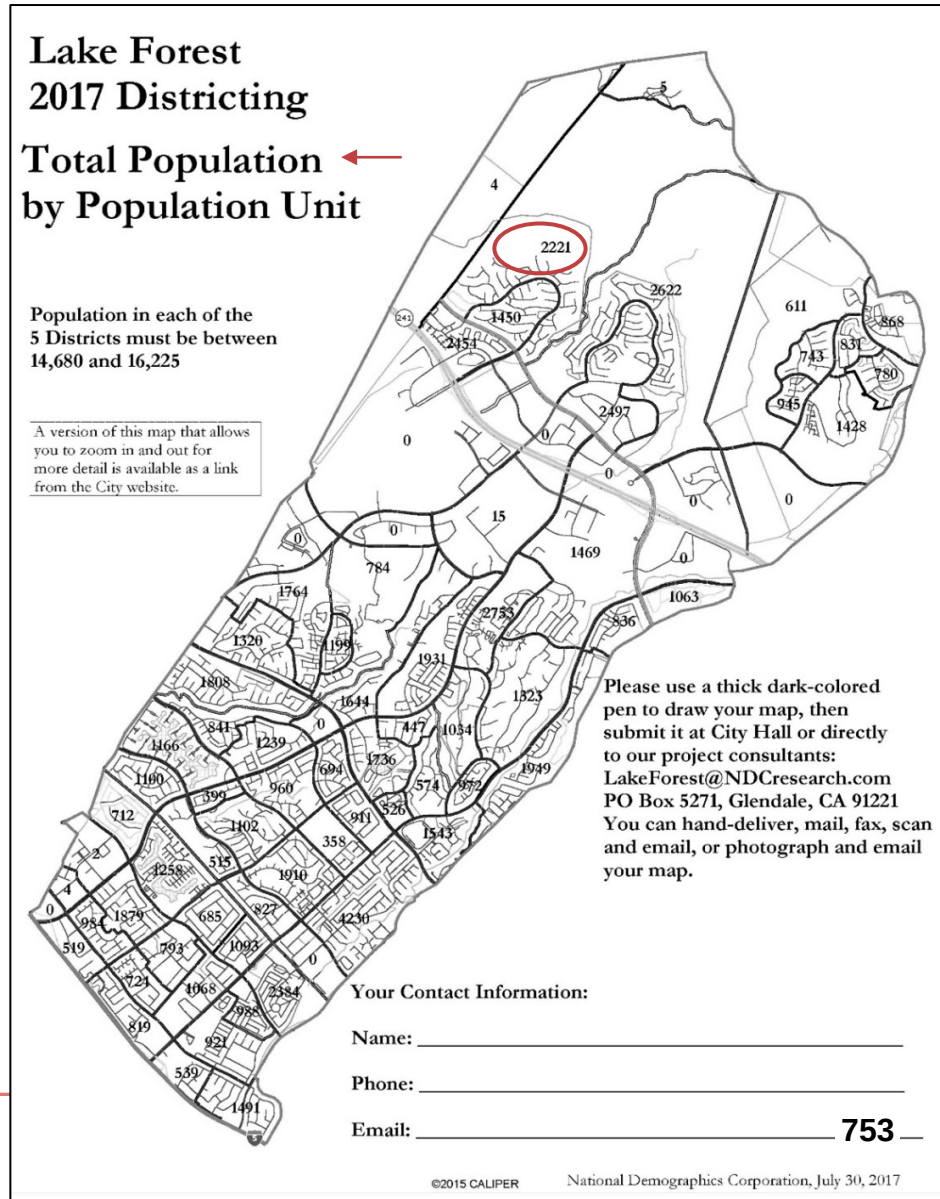
- ESRI's "ArcGIS Online" – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of "community of interest" and other data



Simple Map Drawing Tool

Paper "Public Participation Kit"

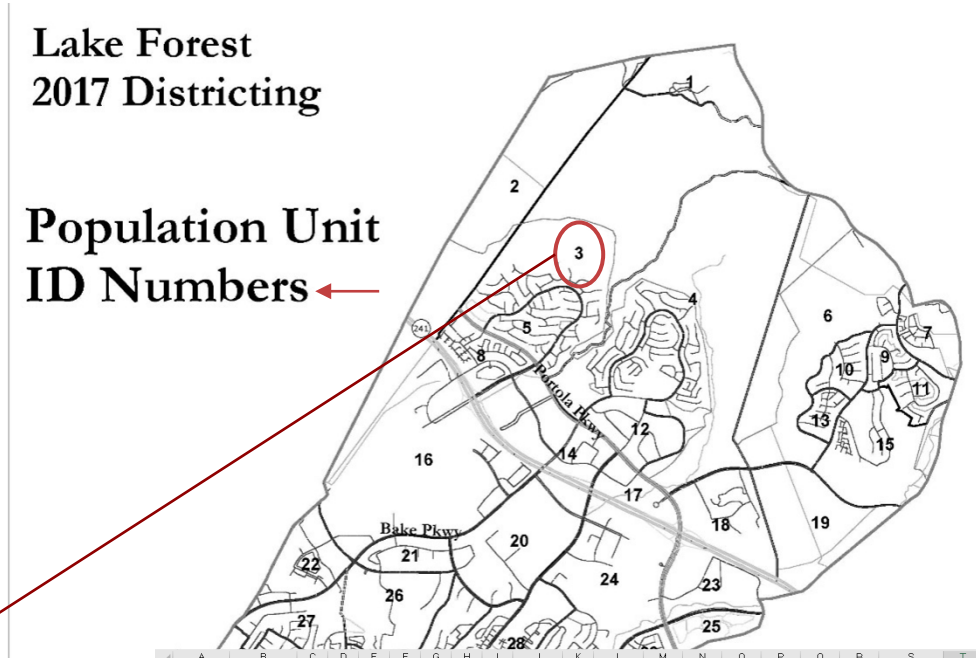
- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

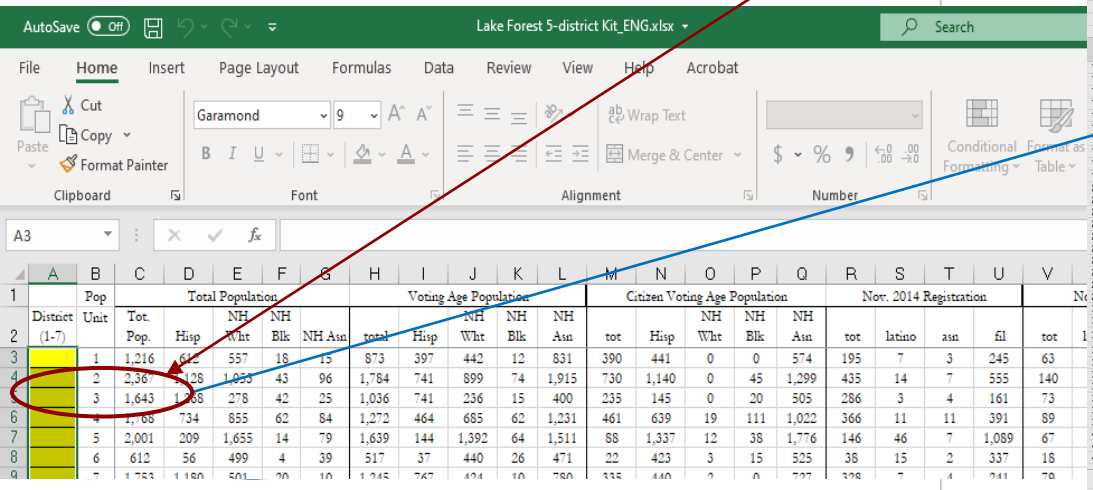


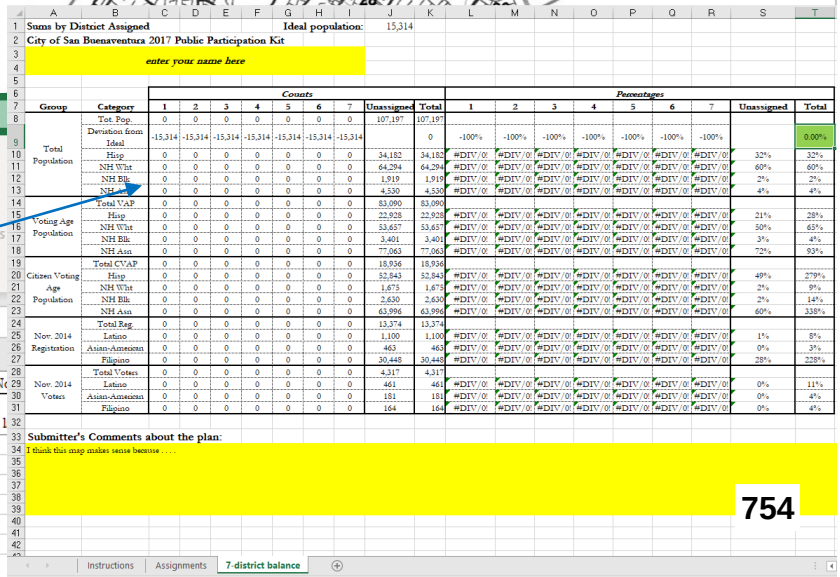
Simple Map Drawing Tool + Excel Supplement

"Public Participation Kit"

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math



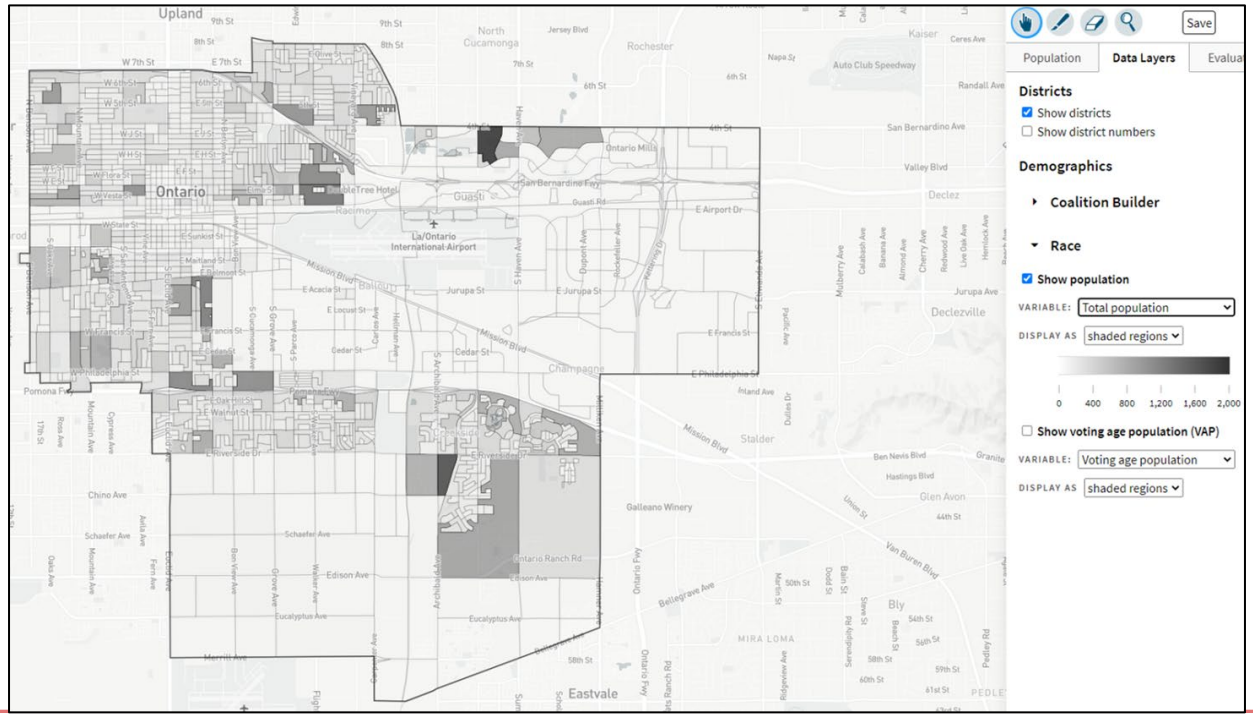




DistrictR

"Draw Your Community of Interest" focus

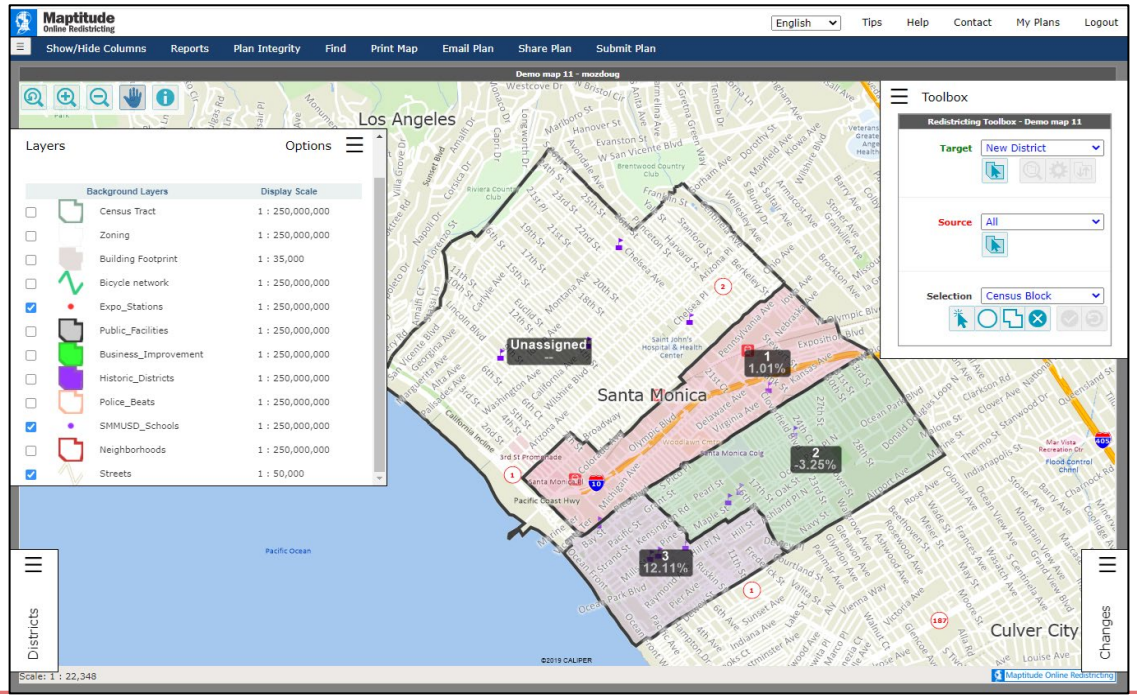
- Also includes simple district-mapping tool
- Only available in English
- Similar external options: Representable.org, DrawMyCACommunity.org



Caliper's "Maptitude Online Redistricting"

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- Quick Start Guide



Advisory Commission?

- Greater objectivity without self-interest
- Commissioners reach out to their networks
- Less intimidating atmosphere, more open discussion
- Commission instead of Council identifies "communities of interest"
- Commission refines draft maps, narrows to 2-3 maps, instead of taking time during a council meeting

Advisory Commission?

- **Meetings are less accessible, often scheduled on the same days as school boards, planning commission, library board, other commissions and committees**
- **Public unaware of the commission and have the expectation to participate at council meetings during the pre-map and map drawing phase**
- **Requires public education campaign regarding the new commission and when, where, and how to participate**
- **Staff resources to establish and administer a new commission—separate record keeping system, noticing, website page and postings, agenda, minutes, oaths of office, conflict of interest filings, Brown Act compliance, AB1234 ethics training, public record act requests, responding to commissioners' questions and inquiries.**

Advisory Commission?

- **Staff resources to set up and staff meetings including meeting site prep, sound systems, audio recording, and minutes. Possible overtime for approximately two additional meetings per month.**

- **Census delay creates a time crunch. State prisoner-adjusted counts will be available in early October, then a three-week waiting period before staff or consultant can produce maps, then commission meets usually at least twice before choosing focus maps to present to council. The crunch is accentuated because of November and December holiday schedules.**

…or City Staff?

Step	Description
Two Initial Hearings June 21 & August 2	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Mid/Late August	Census Bureau releases official 2020 Census population data.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Public Workshops January 22	Two separate mapping tools workshops – morning and afternoon. (Additional workshops, based on demand.)
Two Draft Map Hearings February 7 & March 7	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

Public Hearing & Discussion

- Advisory Commission or City Staff?
- What is your neighborhood and what are its boundaries?
- What other notable areas are in the City, and what are their boundaries?
- Any questions about the mapping tools?

SECOND PUBLIC HEARING (August 2)

Discussion, then Action:

Vote on areas that meet each AB 849 definition:

- "neighborhoods"
- "communities of interest . . . that should be included within a single district for purposes of its effective and fair representation."

ADMINISTRATIVE REPORT

Agenda Item K.2. Meeting Date: 6/21/2021

Report Prepared by: Francisco Mendoza-Gonzalez, Associate Planner, Development Services Department

SUBJECT: Public Hearing to Consider General Plan Amendment #21-01 and Zone Change #427, Initiated by MCP, LLC, Property Owner Requesting a Change From the Current General Plan Land Use Designation of Low Density Residential (LD) to High-Medium Density Residential (HMD), and a Zone Change From Low Density Residential (R-1-6) to Medium Density Residential (R-3-2) for Four 0.22-Acre Parcels Located at 565, 575, 601, and 609 Q Street to Allow for the Development of a 4 Plex on 4 Separate Parcels, for a Total of 16 Units

REPORT IN BRIEF

Staff is recommending continuing this item to the City Council Meeting of July 19, 2021, to allow time to work out project details with the applicant.

RECOMMENDATION

City Council - Adopt a motion continuing the Public Hearing to the Meeting of July 19, 2021.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item K.3. Meeting Date: 6/21/2021

Report Prepared by: Julie Nelson, Senior Planner, Development Services

SUBJECT: Public Hearing and Adoption of Resolution to Vacate a 32-Foot-Wide Strip of Right-of-Way, Containing Approximately 19,628.69 Square Feet, Generally Located Approximately 362 Feet North of Yosemite Avenue Between Mansionette Drive and Sandpiper Avenue (Extended) (Vacation #21-02)

REPORT IN BRIEF

Considers approving a Resolution to order the vacation of a 32-foot-wide portion of roadway, containing approximately 19,628.69 square feet of land, generally located approximately 362 feet north of Yosemite Avenue, between Mansionette Drive and Sandpiper Avenue (extended).

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2021-46**, a Resolution of the City Council of the City of Merced, California ordering the vacation of 32-foot-wide strip of right-of-way, containing approximately 19,628.69 square feet, generally located approximately 362 feet north of Yosemite Avenue, between Mansionette Drive and Sandpiper Avenue (extended) (Vacation #21-02).

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Deny the request; or,
3. Approve, subject to modifications as conditioned by Council; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in City Council motion); or,
5. Continue to a future City Council meeting (date and time to be specified in City Council motion).

AUTHORITY

Government Code Section 66477.5 (c) specifies the procedures for vacating land previously dedicated for public use, such as for parks and other public facilities. The City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Council Resolution No. 86-90 establishes a policy concerning costs associated with the vacation.

DISCUSSION

The proposed vacation is a request to vacate/abandon a 32-foot-wide strip of right-of-way located approximately 362 feet north of Yosemite Avenue between Mansionette Drive and Sandpiper Avenue (extended) (Attachment 1). This right-of-way was previously dedicated to the City for roadway

purposes to allow the construction of an east/west road to connect Mansionette Drive and Sandpiper Avenue (extended). The east/west street was to be constructed as part of the police station that was once proposed on the parcel to the south of the right-of-way (refer to the location map at Attachment 1).

When the City Council determined the police station would not be located on this parcel, the land was subsequently sold to Valley Children's Hospital. Through the development process for Valley Children's Hospital, it has been determined that the east/west road is no longer needed.

The original dedication for the road was 64 feet wide and came from two different properties (Parcels A and B as shown on the map at Attachment 1). The proposed vacation would vacate the northern 32 feet of right-of-of-way (Attachment 2). This right-of-way was dedicated by the Wathens from Parcel B as shown on the location map at Attachment 1. The southern 32 feet was dedicated from Parcel A (currently owned by Valley Children's Hospital) as shown on the location map at Attachment 1. This right-of-way was previously vacated by the City Council on March 1, 2021. When property is vacated, it returns to the owner or parcel from which it was dedicated. In this case the northern 32 feet will be returned to the Wathens. It is anticipated that the vacated right-of-way will be combined with the Valley Children's site to increase the overall size of their parcel.

Staff is requesting the City Council adopt the Resolution at Attachment 3 ordering the vacation of the 32-foot-wide strip of right-of-way.

IMPACT ON CITY RESOURCES

There would be no impact on City resources from this request.

ATTACHMENTS

1. Location Map
2. Proposed Vacation/Abandonment Area
3. Draft City Council Resolution
4. Presentation

HUMMINGBIRD CT
BOBWHITE CT
REDWING CT
REDWING DR
Future Park Area
(not a City-owned Park)
PARCEL B
SANDPIPER AVE
MANSIONETTE DR
32-Ft.-Wide
Right-of-Way
to be Vacated
Area Vacated
March 1, 2021
PARCEL A
YOSEMITE AVE
N
ATTACHMENT 1
765

4

RECORDING REQUESTED BY:
TransCounty Title Company

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
The City of Merced
678 W. 18th Street
Merced, CA 95340

Order No. 10-00339-DMK
Escrow No. 10-00339-DMK
Parcel No. 231-040-006

Recorded in Official Records, Merced County
KENT B. CHRISTENSEN
Merced County Recorder

4/22/2010
11:16 AM
RE04

P Public T

Doc#: 2010-015018

Titles: 1 Pages: 5

Fees	0.00
Taxes	0.00
Other	0.00
PAID	$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ROAD DEDICATION GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS $None Pursuant to Revenue and Taxation Code Section 11922

_____Computed on full value of property conveyed, OR
_____Computed on full value less liens or encumbrances remaining at the time of sale
_____Unincorporated area: ___x___City of Merced, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Della Wathen; and Della Wathen, as Trustee of the Spalding G. Wathen Q-Tip Trust

hereby GRANTS to The City of Merced, a California Charter Municipal Corporation

the following described real property in the County of Merced, State of California:

SEE EXHIBIT 'A' ATTACHED HERETO FOR LEGAL DESCRIPTION.

Dated: April 5, 2010

Della Wathen

Della Wathen, as Trustee of the Spalding G. Wathen Q-Tip Trust

By: Della Wathen, Trustee

STATE OF CALIFORNIA }
}S.S.
COUNTY OF }

On April 6, 2010, before me, Karina Garza, Notary Public, personally appeared Della Wathen who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karina Garza (Seal)

KARINA GARZA
Commission # 1727617
Notary Public - California
Fresno County
My Comm. Expires Mar 1, 2011

January 28, 2010
W00209A

EXHIBIT "A"

DESCRIPTION OF ROAD DEDICATION FROM WATHEN

All that portion of Remainder D as shown on "Final Map for Mansionette Estates Unit 2", recorded in Volume 55 of Official Plats at pages 12, 13 and 14, Merced County Records, being more particularly described as follows:

COMMENCING at the northwest corner of said Remainder D;
thence South 00°42'36" West, 283.54 feet along the west line of said Remainder D to **TRUE POINT OF BEGINNING**;

(1) thence North 89° 56' 09" East, 612.97 feet parallel with the north line of said Remainder D to the east line of said Remainder D;
(2) thence North 00° 42' 17" East, 32.92 feet along the said east line of Remainder D;
(3) thence South 45° 19' 13" West, 1.30 feet;
(4) thence South 89° 56' 09" West, 606.92 feet parallel with and 32.00 feet north of course (1);
(5) thence North 44° 40' 38" West, 7.21 feet to the said west line of Remainder D;
(6) thence South 00° 42' 36" West, 37.14 feet along the said west line of Remainder D to the **TRUE POINT OF BEGINNING**;

Containing 19628.69 square feet

1-28-2010

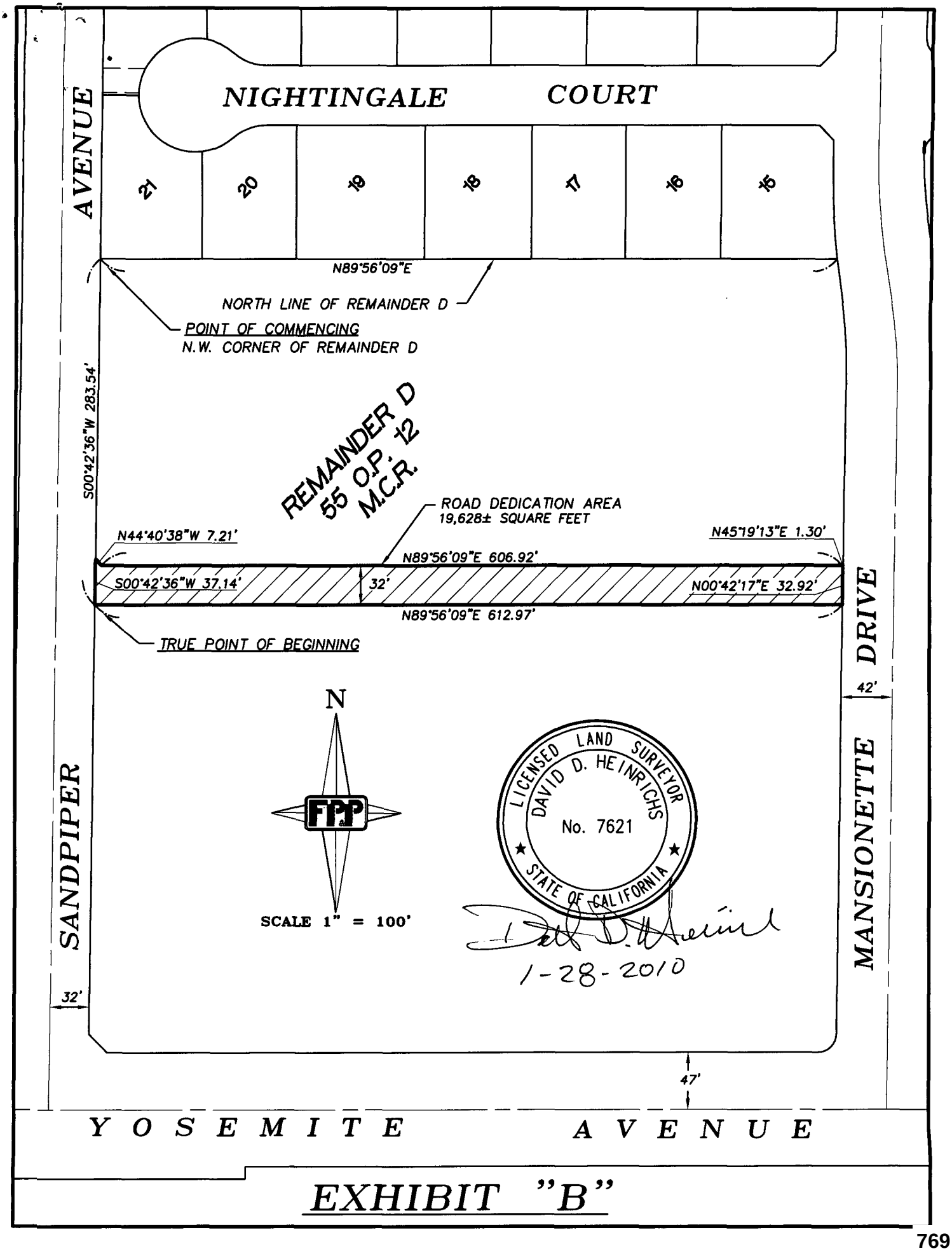

NIGHTINGALE COURT
AVENUE
21
20
19
18
17
16
15
N89°56'09"E
NORTH LINE OF REMAINDER D
POINT OF COMMENCING
N.W. CORNER OF REMAINDER D
S00°42'36"W 283.54'
REMAINDER D
55 O.P. 12
M.C.R.
ROAD DEDICATION AREA
19,628± SQUARE FEET
N44°40'38"W 7.21'
N45°19'13"E 1.30'
N89°56'09"E 606.92'
S00°42'36"W 37.14'
32'
N00°42'17"E 32.92'
N89°56'09"E 612.97'
TRUE POINT OF BEGINNING
N
SCALE 1" = 100'
LICENSED LAND SURVEYOR
DAVID D. HEINRICHS
No. 7621
STATE OF CALIFORNIA
1-28-2010
42'
DRIVE
MANSIONETTE
SANDPIPER
32'
47'
Y O S E M I T E
A V E N U E

EXHIBIT "B"

CITY OF MERCED

"Gateway to Yosemite"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Road Dedication Grant Deed

Dated April 5, 2010

From Della Wathen; and Della Wathen, as Trustee of the Spalding G. Wathen Q-Tip Trust

to the CITY OF MERCED is hereby accepted by the undersigned City Clerk on behalf of the City of Merced pursuant to authority conferred by Resolution No. 4217 of the City Council of the City of Merced adopted on May 20, 1974, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: April 7, 2010

JOHN M. BRAMBLE, CITY CLERK

BY: _____
Dana J. Davidson, Assistant City Clerk

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF A 32-FOOT-WIDE STRIP OF RIGHT-OF-WAY, CONTAINING APPROXIMATELY 19,628.69 SQUARE FEET, GENERALLY LOCATED APPROXIMATELY 362 FEET NORTH OF YOSEMITE AVENUE BETWEEN MANSIONETTE DRIVE AND SANDPIPER AVENUE (EXTENDED) (VACATION #21-02)

WHEREAS, by adoption of Resolution No. 2021-34 on May 17, 2021, the City Council declared its intention to consider the vacation of a 32-foot-wide strip of right-of-way, containing approximately 19,628.69 square feet, generally located approximately 362 feet north of Yosemite Avenue between Mansionette Drive and Sandpiper Avenue (extended), as described in Exhibit "A" and shown on the map at Exhibit "B," attached hereto; and

WHEREAS, Resolution No. 2021-34 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, June 21, 2021, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2021-34; and

WHEREAS, Resolution No. 2021-34 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, on May 19, 2021, notices were conspicuously posted along the lines of the property proposed to be vacated, not more than three hundred (300) feet apart, which notices consisted of copies of Resolution No. 2021-34 and,

WHEREAS, the vacation of the public right-of-way as proposed by Resolution No. 2021-34 was submitted to the Planning Commission on

April 7, 2021, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the right-of-way as described in Exhibit "A" and shown on the map at Exhibit "B," is unnecessary for roadway purposes.

SECTION 2. It is hereby ordered that the right-of-way lying within the above described territory be and the same is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2021, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 5/25/21
City Attorney Date

January 28, 2010
W00209A

EXHIBIT "A"

DESCRIPTION OF ROAD DEDICATION FROM WATHEN

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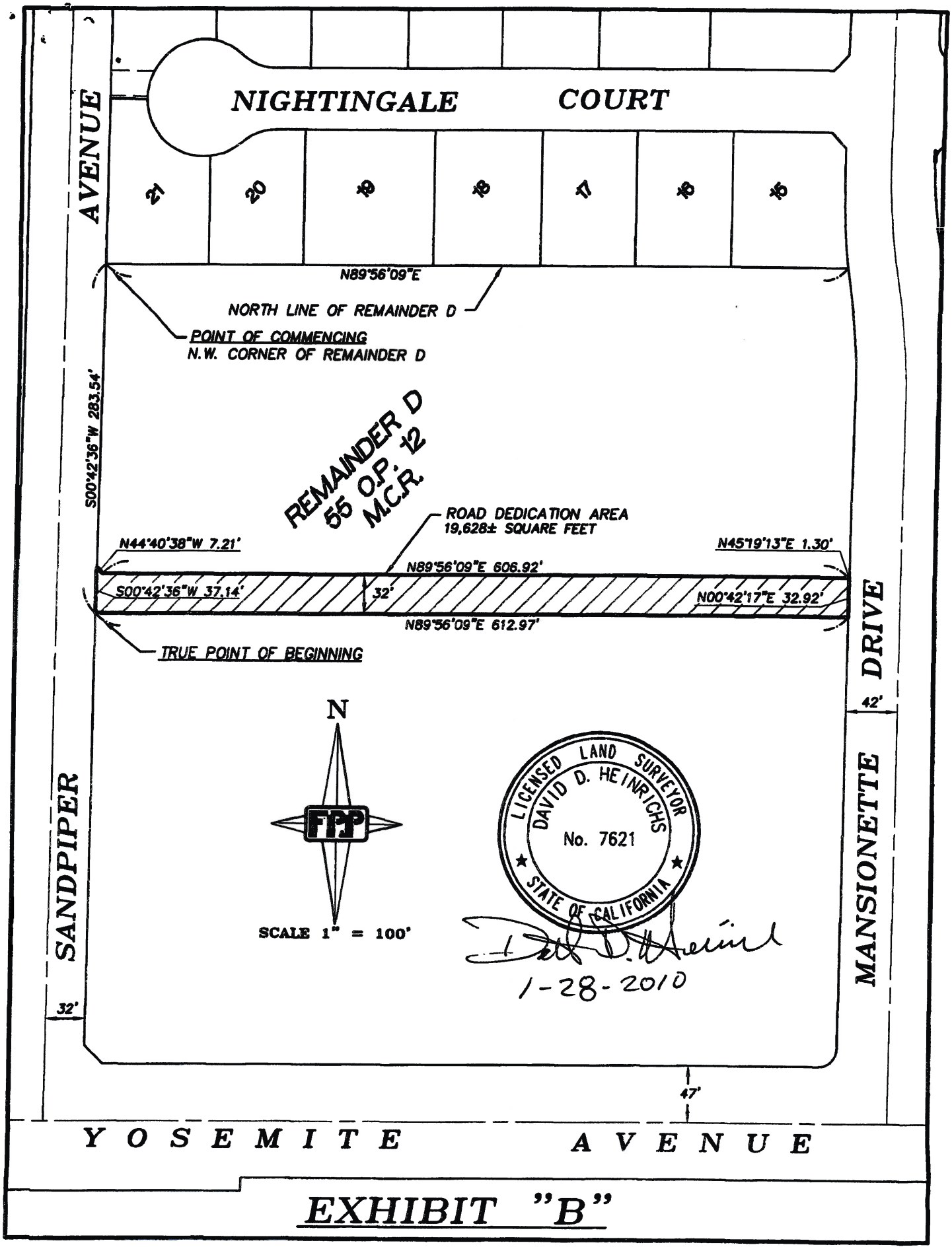
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No. 7621
STATE OF CALIFORNIA
1-28-2010
SANDPIPER
MANSIONETTE DRIVE
42'
32'
47'
YOSEMITE AVENUE

EXHIBIT "B"

Vacation #21-02

Location

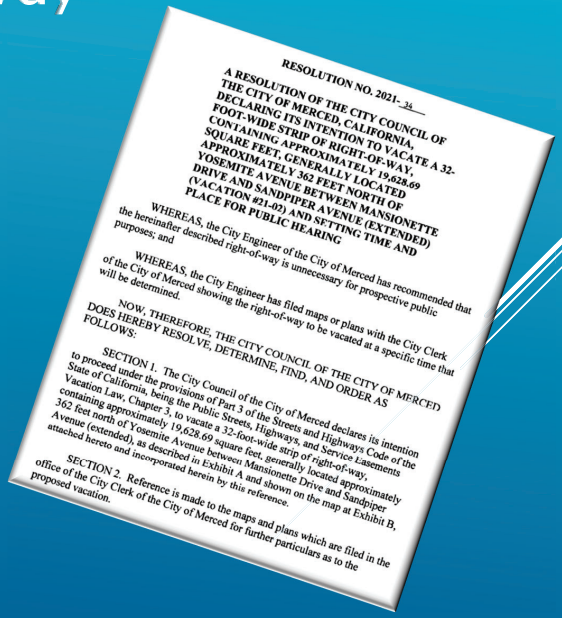
- 32-foot-wide strip of right-of-way between Mansionette Drive and Sandpiper Avenue
- Parcel A – Valley Children's Site (formerly Police Station Site)
- Parcel B – Storm Drain Basin
- Future Park west of the Basin (privately maintained)

- 64-foot-wide right-of-way was previously dedicated for roadway purposes.
- Southern 32 feet (previously vacated) was dedicated from Parcel A.
- Northern 32 feet (area to be vacated) was dedicated from Parcel B.
- When vacated, land is returned to the parcel from which it was dedicated.
- The east/west road between Mansionette Dr. & Sandpiper Ave. (extended) is no longer needed.
- The vacated area will revert back to Parcel B and may become part of the Valley Children's Parcel in the future.

History

Past Actions

- Planning Commission adopted a finding of consistency with the General Plan on 4/7/2021;
- On May 19, 2021, the City Council adopted a Resolution of Intent to vacate the right-of-way and hold a public on June 21, 2021.



RESOLUTION NO. 2021-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A 32-FOOT-WIDE STRIP OF RIGHT-OF-WAY, CONTAINING APPROXIMATELY 19,628.69 SQUARE FEET, GENERALLY LOCATED APPROXIMATELY 362 FEET NORTH OF YOSEMITE AVENUE BETWEEN MANSIONETTE DRIVE AND SANDPIPER AVENUE (EXTENDED) (VACATION #21-02) AND SETTING TIME AND PLACE FOR PUBLIC HEARING

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described right-of-way is unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing the right-of-way to be vacated at a specific time that will be determined.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate a 32-foot-wide strip of right-of-way, containing approximately 19,628.69 square feet, generally located approximately 362 feet north of Yosemite Avenue between Mansionette Drive and Sandpiper Avenue (extended), as described in Exhibit A and shown on the map at Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation.

City Council Action

- Hold Public Hearing
- Adopt a motion to approve/deny City Council Resolution ordering the vacation of a 32-foot-wide strip of right-of-way.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item K.4. Meeting Date: 6/21/2021

Report Prepared by: Francisco Mendoza-Gonzalez, Associate Planner, Development Services Department

SUBJECT: Public Hearing and Adoption of Resolution to Vacate the Northern Portion of the Arbor Walkway Easement (Approximately 2,800 Square Feet) Which Would Revert Development Rights Back to the Adjacent Property Owner of 531 W. Main Street, Merced, Generally Located on the North Side of Main Street, Approximately 150 Feet East of M Street

REPORT IN BRIEF

Considers the vacation of the northern portion of the Arbor Walkway easement (approximately 2,800 square feet) which would revert development rights back to the adjacent property owner of 531 W. Main Street.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-55,** A Resolution of the City Council of the City of Merced, California, approving a mutual termination of the easement agreement between the City of Merced and Creative Development Concepts, Inc.; and,

B. Adopting **Resolution 2021-56**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of the Arbor Walkway North easement (approximately 2,800 square feet) which would revert development rights back to adjacent property owner of 531 W. Main Street (Vacation #21-03).

ALTERNATIVES

1. Approve as recommended by the Planning Commission and staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or
5. Continue to a future meeting (date and time to be specified in motion).

AUTHORITY

Part 3, Chapter 3 of the Streets and Highways Code of the State of California authorizes the City Council to vacate a right-of-way or easement. The vacation shall be made by adoption of a resolution setting a public hearing pursuant to Section 8320 of the Streets and Highways Code and shall be recorded pursuant to Section 8325. The City of Merced Administrative Policies and

Procedures No. A-6 provides direction to staff for processing vacation requests, and City Resolution 86-80 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
Request

The subject site is a 7,500-square-foot developed parcel zoned Central Commercial at 531 W. Main Street. The subject site contains a two-story building located in Downtown Merced with multiple suites that include several businesses such as United Way and Merced Chamber of Commerce. The northern portion of Arbor Walkway was installed several decades ago by the Redevelopment Agency. The intent was to create a mid-block walking path for residents parking within the City Parking Lot located on the south side of 18th Street, between M Street and Canal Street. Arbor Walkway would act as a direct path for residents parking in this area walking to Main Street.

Over the years, there have been several maintenance issues with the northern portion of Arbor Walkway, such as vandalism, trash, and debris being left at the site. The owner of 531 W. Main Street would like to take back full development rights of this walkway to better secure the area and improve it with outdoor seating (with food and drink service). City staff has indicated that this area has become a public nuisance and that there is no need for public use, as there are other pedestrian access points to Main Street from M Street and Canal Street sidewalks, although these access points are less direct than the direct cut-through currently provided by Arbor Walkway.

History and Past Actions

Arbor Walkway was acquired through the Redevelopment Agency. After the Redevelopment Agency was disbanded around 2010, the area was transferred over to the Designated Local Authority. As the City has no public benefit for Arbor Walkway, if the vacation is approved, the walkway agreement between the City and 531 W. Main Street would be terminated, and the development rights to use the area would revert back to the property owner of 531 W. Main Street.

At the Planning Commission meeting of April 21, 2021, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On May 17, 2021, the City Council adopted a Resolution of Intention and set June 21, 2021, as the date for the public hearing to consider Vacation #21-03.

Recommendation

Staff is recommending the adoption of the Resolution at Attachments 4 and 5, to terminate the easement agreement and to vacate the Arbor Walkway North easement.

IMPACT ON CITY RESOURCES

There would be no impact on City resources with this action.

ATTACHMENTS

1. Location Map
2. Legal Description
3. Vacation Map
4. Draft City Council Resolution to Terminate Agreement
5. Draft City Council Resolution to Vacate Easement
6. Presentation

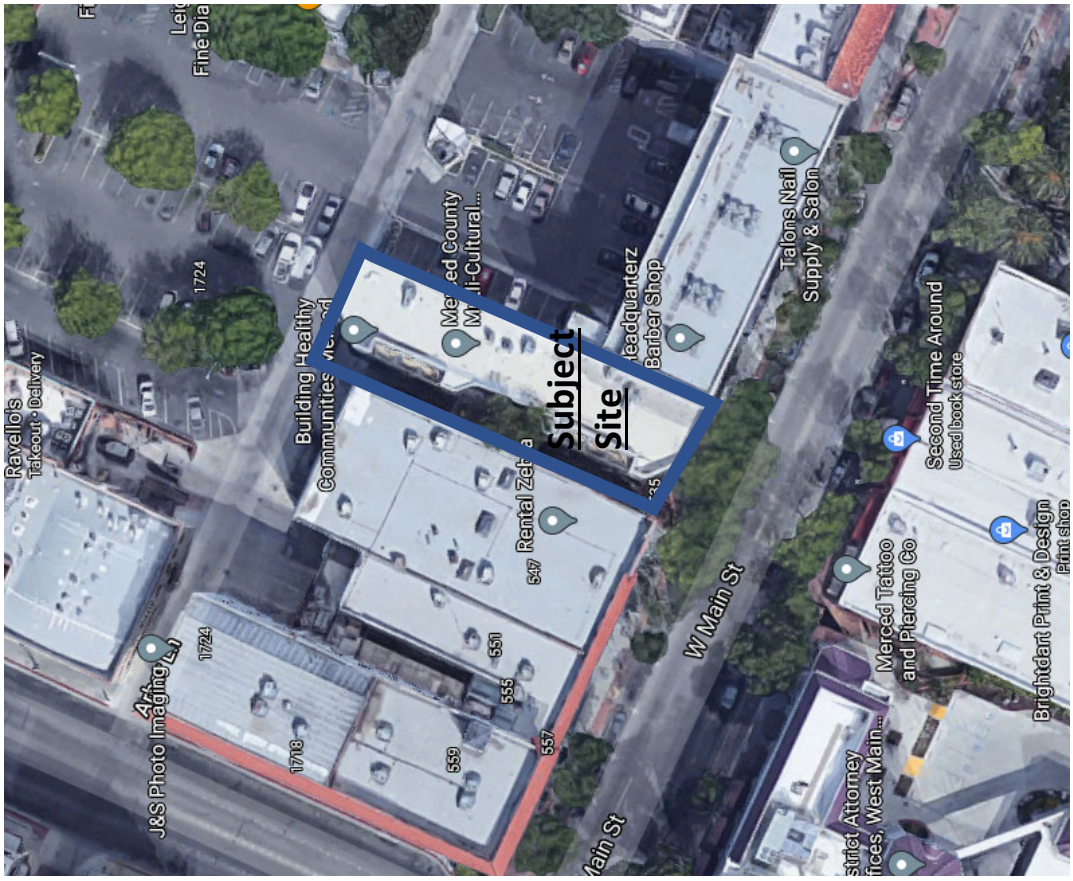

Subject Site
W Main St
Main St
Ravello's
Takeout · Delivery
Building Healthy Communities
Rental Zeh
Barber Shop
Talons Nail Supply & Salon
Second Time Around
Used book store
Merced Tattoo and Piercing Co
Brightdart Print & Design
J&S Photo Imaging
1724
1718
559
557
555
551
547

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Merced, County of Merced, State of California, described as follows:

That portion of Lot 11 and Lot 12 in Block 163 according to that certain map entitled, "SUPPLEMENATL MAP TO TOWN OF MERCED, " recorded March 4, 1889, in Book 1 of Maps, Page 12, and now appears in Book 2 of Maps, Page 12, Merced County Records, described as follows:

Beginning at the most westerly corner of said Lot 12; thence N65°20'W, along the southwesterly line of said Lot 11, a distance of five and one-quarter inches; thence N25°02'30"E, for 150.00 feet to a point on the northeasterly line of said Lot 12 that is S65°20'E, for 6.53 inches from the most northerly corner of said Lot 12; thence S65°20'E, for 24.83 feet along the northeasterly line of said Lot 12; thence S69°29'55"W, for 16.97 feet; thence S24°29'55"W, for 38.00 feet; thence S65°30'05"E, for 6.00 feet; thence S24°29'55"W, for 6.00 feet; thence S65°30'05"E, for 6.00 feet; thence S24°29'55"W, for 38.00 feet; thence N 65°30'05"W, for 6.00 feet; thence S24°29'55"W, for 6.00 feet; thence N65°30'05"W, for 6.00 feet; thence S24°29'55"W, for 38.00 feet; thence S20°30'05"E, for 16.97 feet to a point on the southwesterly line of said Lot 12; thence N65°20'W, for 25.81 feet to the place of beginning.

—NOTE—
This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

TOWN OF MERCED

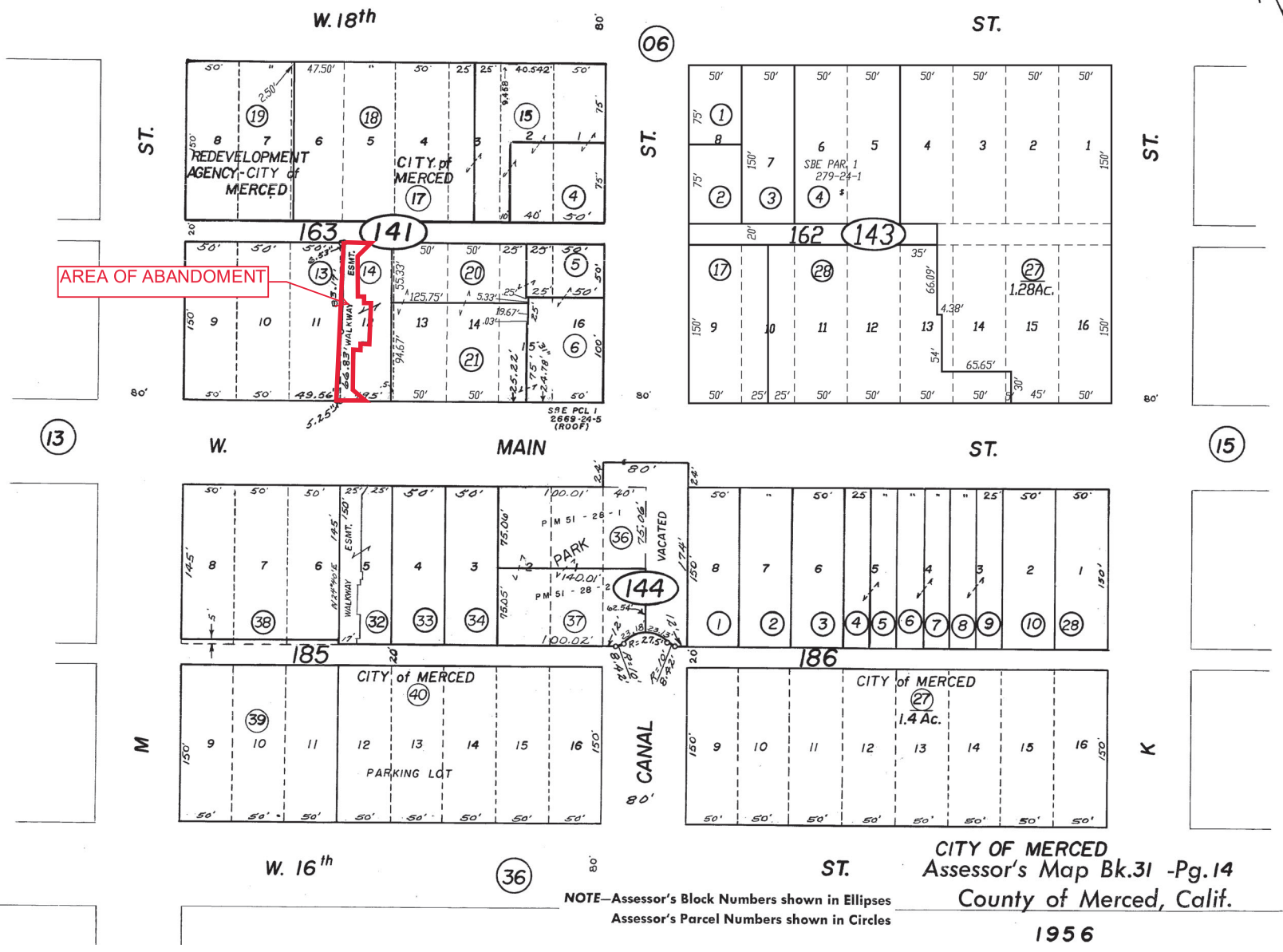
R.M. Vol. 2 Pg. 12

POR. SEC. 30, T. 7S., R. 14E., M.D.B.&M.

Tax Rate Area 5-49
5-50

31-14

1"=100'



NOTE—Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

CITY OF MERCED
Assessor's Map Bk. 31 -Pg. 14
County of Merced, Calif.
1956

REVISED 5/65
11/73
12/76
2/80
12-28-05

ATTACHMENT 3

786

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE MUTUAL TERMINATION OF THE EASEMENT AGREEMENT BETWEEN THE CITY OF MERCED AND CREATIVE DEVELOPMENT CONCEPTS, INC.

WHEREAS, the Redevelopment Agency of the City of Merced, now the Merced Designated Local Authority, a public entity organized and existing under California Health and Safety Code Section 34173(d), entered into an Easement Agreement with Creative Development Concepts, Inc., dated November 10, 1982 and recorded on November 10, 1982, in Volume 2348, Page 289 of the Official Records of Merced County, California ("Easement Agreement"); and

WHEREAS, the Merced Designated Local Authority assigned and transferred its right and obligations pursuant to Section 12 of the Easement Agreement to the City of Merced by executing an Assignment of Easement dated February 23, 2021 and recorded on March 11, 2021 as Document No. 2021-011092 in the Official Records of Merced County, California; and,

WHEREAS, the City Engineer of the City of Merced has recommended that the Easement Agreement is no longer necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The Easement Agreement between the City of Merced and Creative Development Concepts, Inc., is hereby terminated by this Resolution.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 5/26/21
City Attorney Date

X:\Resolutions\2021\Engineering\Terminating Easement Agreement - Arbor Way.docx

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF THE ARBOR WALKWAY NORTH EASEMENT (APPROXIMATELY 2,800 SQUARE FEET) WHICH WOULD REVERT DEVELOPMENT RIGHTS BACK TO ADJACENT PROPERTY OWNER OF 531 W. MAIN STREET (VACATION #21-03)

WHEREAS, by adoption of Resolution No. 2021-33 on May 17, 2021, the City Council declared its intention to consider the vacation of an easement approximately 2,800 square feet, known as the Arbor Walkway easement at 531 W. Main Street, generally located on the north side of Main Street, approximately 145 feet east of M Street (Vacation #21-03), more particularly described in Exhibit "A" and shown on the map at Exhibit "B," attached hereto and incorporated herein by this reference, and set a public hearing thereon; and

WHEREAS, Resolution No. 2021-33 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, June 21, 2021, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2021-33; and

WHEREAS, Resolution No. 2021-33 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, the public hearing occurred on June 21, 2021; and

WHEREAS, on June 7, 2021, notices were conspicuously posted along the lines of the property proposed to be vacated, which notices consisted of copies of Resolution No. 2021-33 and,

WHEREAS, the vacation of the dedication as proposed by Resolution No. 2021-33 was submitted to the Planning Commission on April 21, 2021, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the easement in the City of Merced, as described on Exhibit "A" and shown on Exhibit "B," is unnecessary for present or prospective easement use.

SECTION 2. It is hereby ordered that the irrevocable offer of dedication for public use and any and all interests held by the City concerning the above described property be and the same is hereby vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law, section 8300 *et seq*.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2021, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Brenda C Mh 9/24/21
City Attorney Date

EXHIBIT A

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TOWN OF MERCED

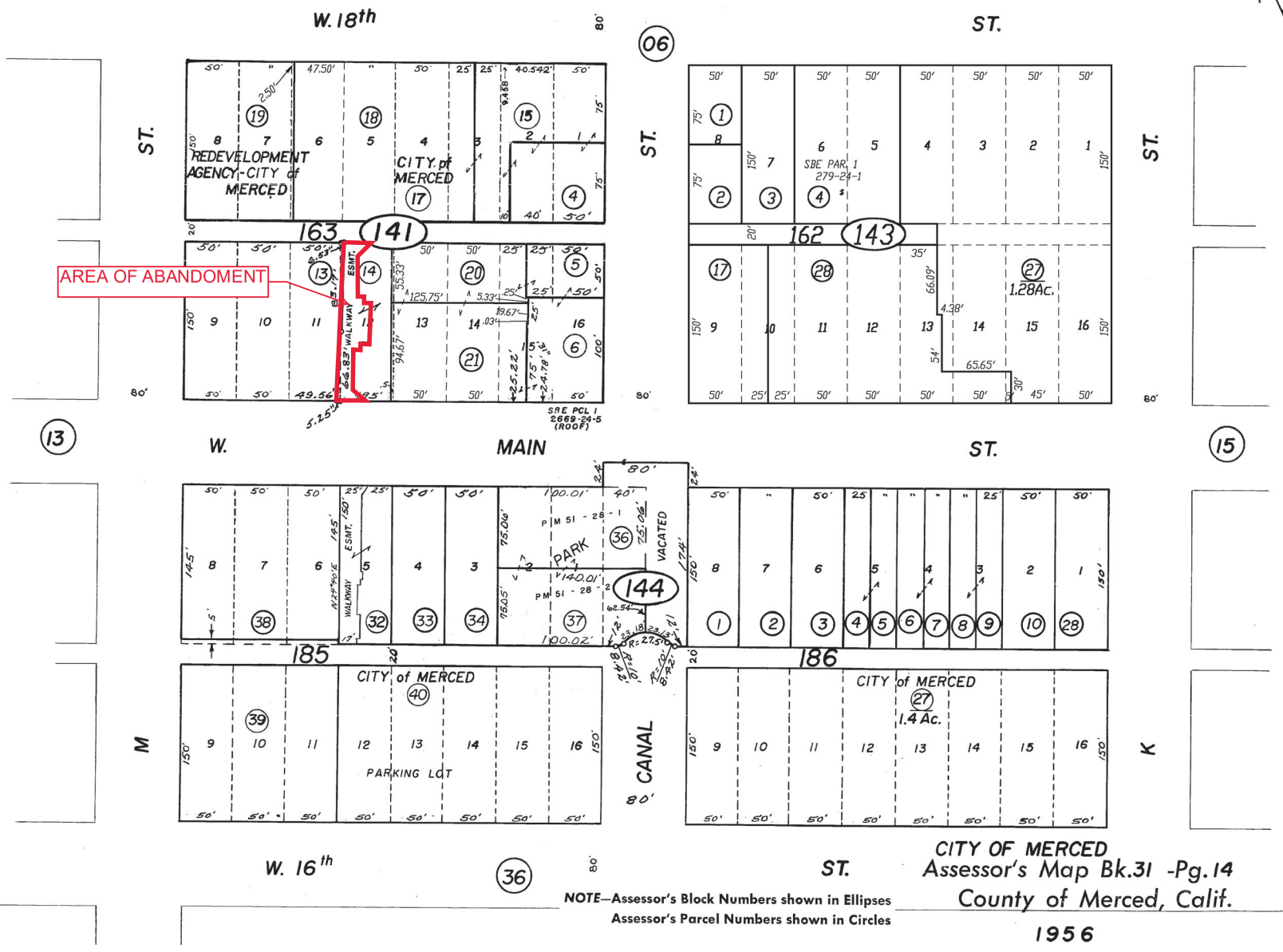
R.M. Vol. 2 Pg. 12

POR. SEC. 30, T. 7S., R. 14E., M.D.B.&M.

Tax Rate Area 5-49
5-50

31-14

1"=100'



NOTE—Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

CITY OF MERCED
Assessor's Map Bk.31 -Pg.14
County of Merced, Calif.
1956

REVISED 5/65
11/73
12/76
2/80
12-28-05

EXHIBIT B

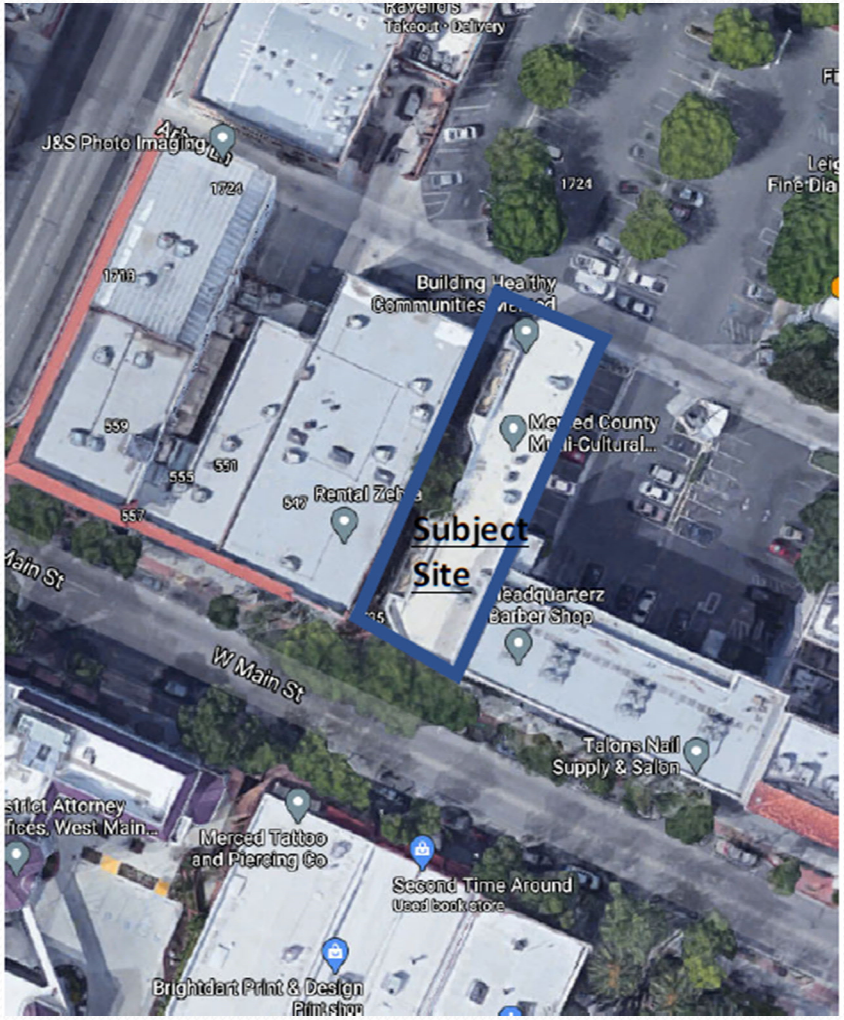
793

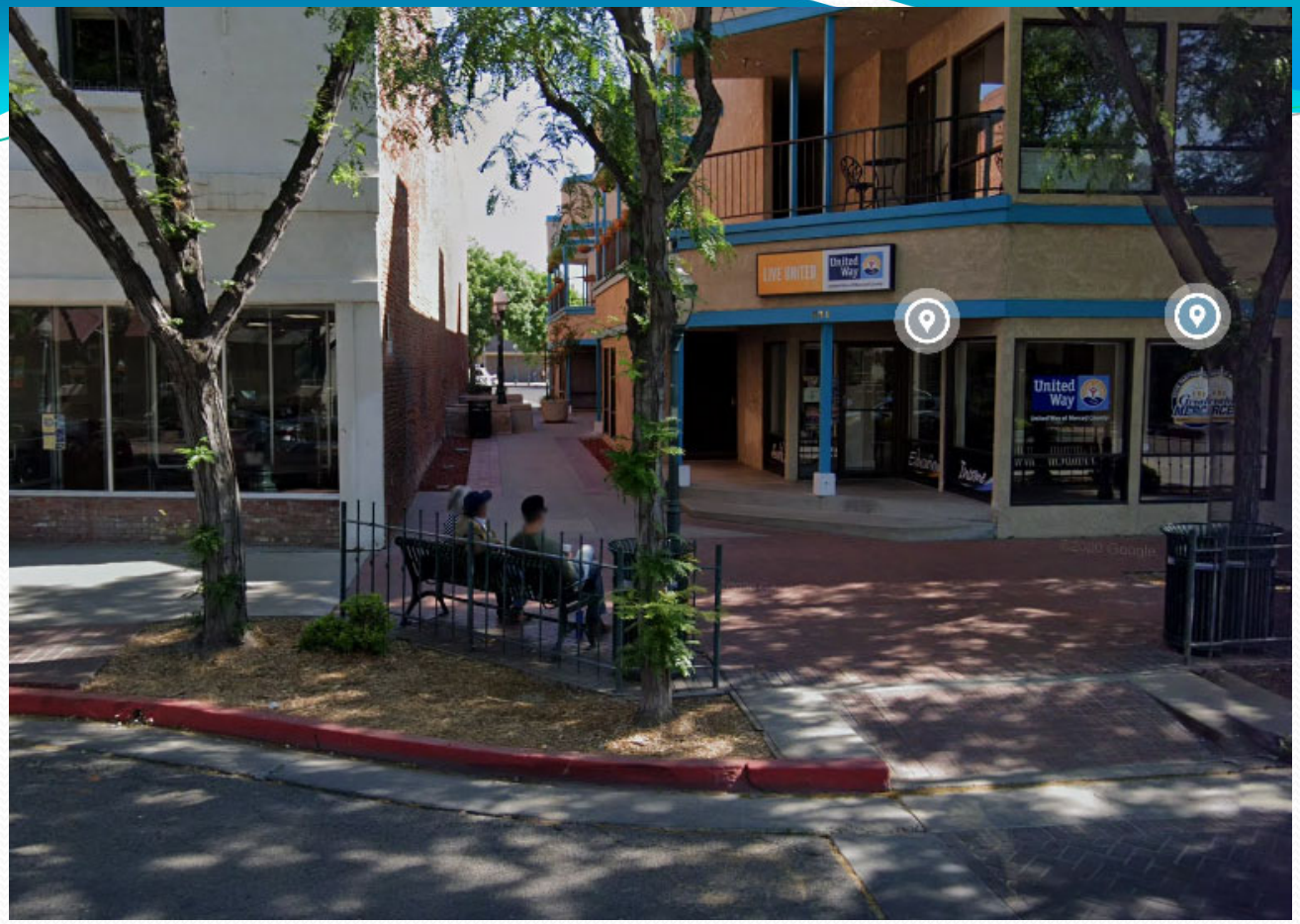
Vacation #21-03

Vacate Arbor Walkway North

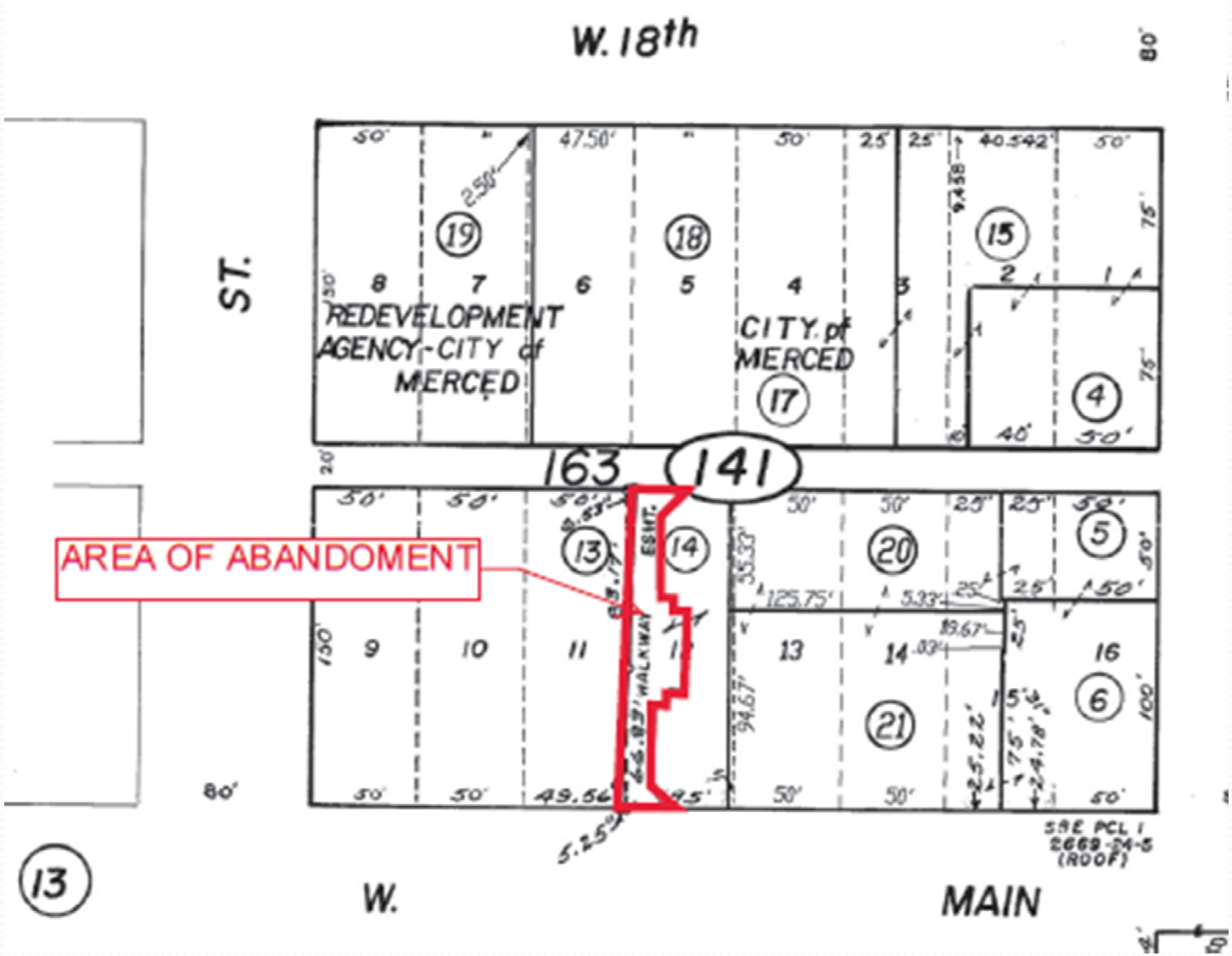
531 W. Main Street

- The applicant is requesting the vacation of 2,800-s.f. strip of land adjacent to 531 W. Main St.

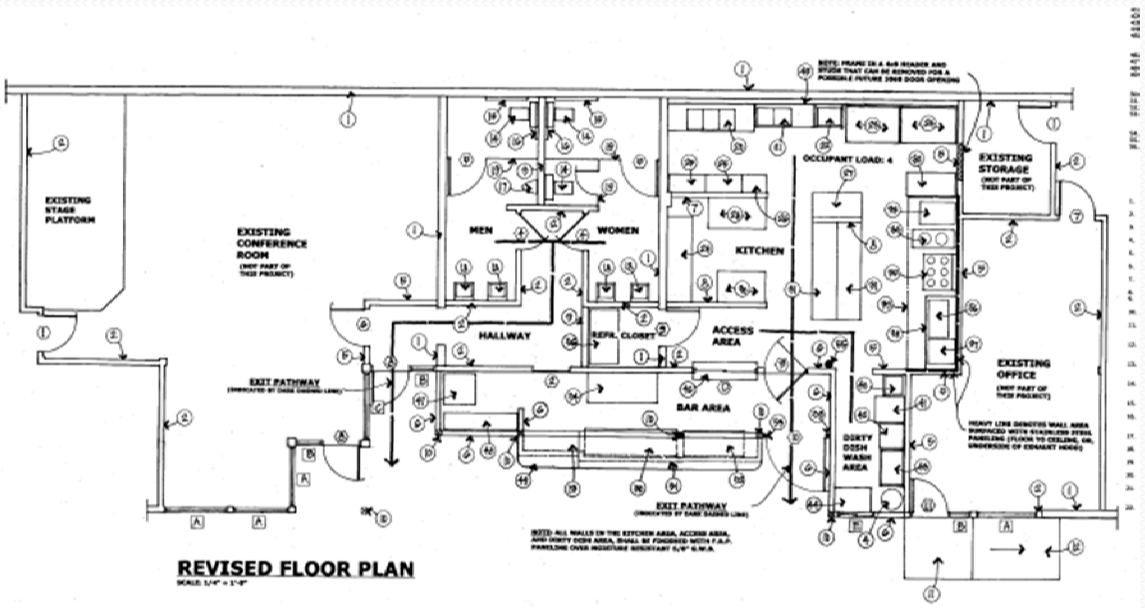




- Arbor Walkway used as mid-block pedestrian path connecting a City parking lot to Main Street (between M St. and Canal St.)
- There have been maintenance and security issues at this site
- The property owner would like to obtain full development rights to better secure the area and provide outdoor restaurant and/or coffee shop.


W. 18th
ST.
REDEVELOPMENT AGENCY-CITY of MERCED
CITY of MERCED
163
141
AREA OF ABANDOMENT
ESMT.
WALKWAY
W.
MAIN
13
SEE PCL 1 2669-24-5 (ROOF)

Proposed Plan



Engineering Department

- The Engineering Department determined that this easement is no longer needed and does not provide substantial public benefits.
- There are other pedestrian path options along Canal Street and M Street.

Background

- On April 21, 2021, the Planning Commission adopted a finding noting that the vacation does not conflict with any General Plan policies, text, or maps.
- On May 17, 2021, the City Council adopted a resolution to set this public hearing.

After Opening the Public Hearing the City Council may take action on this item.

Questions? Comments? Concerns?

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item K.5. Meeting Date: 6/21/2021

Report Prepared by: Michael Hren, Principal Planner, Development Services Department

SUBJECT: Public Hearing to Consider (1) the Annexation of Certain Property into Community Facilities District (CFD) No. 2003-2 (Services) for the Yosemite Crossing Development, Calling and Holding a Special Election for Annexation No. 17 into CFD No. 2003-2 (Services) for the Yosemite Crossing Development; Canvassing the Results of the Election Held within Annexation No. 17 of Said District, and Annexing Annexation No. 17 to Said District and Authorizing the Levy of a Special Tax Within Said Annexation No. 17; and (2) Detachment of Same Property from Mansionette Maintenance District

REPORT IN BRIEF

Requests the City Council Conduct a Consolidated Public Hearing Regarding (a) Annexation into Community Facilities District (CFD) No. 2003-2 (Services) for the Yosemite Crossing Development, and (b) Detachment of same Property from Mansionette Maintenance District; Hold Election for Annexation; Detach Property from Mansionette Maintenance District.

RECOMMENDATION

City Council - Adopt a motion (1) on behalf of itself and the CFD:

A. Holding a Consolidated Public Hearing on the annexation of certain property into the CFD and the levy of special taxes; and,

B. Adopting **Resolution 2021-50**, a Resolution of the City Council of the City of Merced, acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced determining the validity of prior proceedings, calling a special election related to Annexation No. 17; and,

C. Holding an election; and,

D. Adopting **Resolution 2021-51**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced canvassing the results of the election held within Annexation No. 17 of said District; and,

E. Adopting **Resolution 2021-52**, a Resolution of the City Council of the City of Merced acting as the Legislative Body of the Community Facilities District No. 2003-2 (Services) of the City of Merced, annexing Annexation No. 17 to said district and authorizing the levy of a special tax within said Annexation No. 17.

City Council - Adopt a motion (2):

A. Adopting **Resolution 2021-53**, a Resolution of the City Council of the City of Merced, detaching area designated as Annexation No. 17 of the City of Merced Community Facilities District No. 2003-2 (Services) from the Mansionette Maintenance District

ALTERNATIVES

1. Approve the actions as recommended by staff; or,
2. Request modification or amendment to the documents and provide direction to City staff regarding the same; or,
3. Decline to authorize action as recommended; or,
4. Continue to a future City Council meeting (time and date to be specified in motion).

AUTHORITY

Annexation of property into the City's existing CFD No. 2003-3 (Services) and detachment of same property from Mansionette Maintenance District pursuant to Merced City Charter, Section 200; Chapter 2.5 (commencing with Section 53311_ of Part 1 of Division 2 of Title 5 of California Government Code (the "Act"), commonly known as the "Mello-Roos Community Facilities Act of 1982;" Chapter 13 of Division XIII of Title 13 of the City of Merced Municipal Code; and the City's Policy on new development.

DISCUSSION

The City approved a policy requiring all new development with the City to annex to a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities Act of 1982, for the provision of certain services to new development. The services to be provided may include all or a portion of the following: police and fire protection services, maintenance of parks, landscaping, parkways, open space and storm drain maintenance, and other services authorized or to be authorized by the City's Municipal Code. The formation or annexation to the community facilities district is a condition of approval for new developments

Pursuant to the Act and the City's policies, on June 7, 2021, the City Council, acting as the Legislative Body of the CFD, declared its intention to annex certain property to CFD No. 2003-2 (Services) for the Yosemite Crossing Development (Attachment 1) (the "Development"). Also, on June 7, 2021, the City Council accepted a "Petition to Annex" from Yosemite & G, LLC.

The area to be annexed includes the Yosemite Crossing Development, bounded by Lot 3 86 P.M. 48 M.C.R. to the north, Yosemite Avenue to the south, G Street to the west and the extension of Sandpiper Avenue to the east (Attachment 1).

In accordance with the Act, a map of the proposed boundaries of Annexation No. 17 will be recorded with the County Recorder's Office (Attachment 2).

A public hearing was properly noticed for this evening and will involve a number of specific steps that must be completed in order. City staff will outline those steps in order for the City Council at the start of the public hearing. In general, those steps will include the following: 1) Provided there is no majority protest at the close of the public hearing, the City Council may call a special election for this evening for the annexation to the CFD of Annexation No. 17; 2) The special election will ask the

Developer to authorize: (a) the annexation to the CFD of Annexation No. 17; and, (b) the levy of an annual special tax within Annexation No. 17; 3) The City on behalf of the developers has submitted a sealed ballot to the City Clerk (the election official). Should the proposition pass with a two-thirds vote from the qualified voters (the landowner) as shown in the resolution canvassing the vote, the City may adopt the resolution of annexation.

This property, now known as the Yosemite Crossing development, is slated for 44 multifamily units and approximately 200,000 square feet of office and retail space. As noted above, the developer, Yosemite and G, LLC, has petitioned the City to annex the property into the City's CFD for Services (CFD No. 2003-2), and to detach the property from the Maintenance District. No assessments were collected from the Maintenance District as the property has been vacant.

The Rate and Method of Apportionment (RMA) has been calculated based on 44 multifamily units, 122,718 sq. ft. of retail and 78,465 sq. ft. of commercial.

The City Council is being asked to conduct proceedings to annex the property into the CFD and detach the property from the Mansionette Maintenance District.

The detachment of the property from the Mansionette Maintenance District is contingent on the annexation to the CFD and will only become effective upon the annexation of the property to the CFD.

The participating developer is responsible for the costs of the CFD annexation. A Deposit and Reimbursement Agreement was previously approved by the City Council and the appropriate deposit has been paid to the City.

City Council Action

Staff is recommending the City Council conduct a consolidated public hearing as the legislative body of the CFD for Annexation No. 17, as well as on its own behalf for the detachment of the Property from the Mansionette Maintenance District. If there is no majority protest relating to the annexation, the City, as the legislative body of the CFD, may call an election, hold the election, canvass the ballots. Should the proposition pass with a two-thirds vote from the qualified voters, this property would be annexed into the CFD and the City may levy the special tax pursuant to the amended rate and method of apportionment. If there is no majority protest for the detachment and if the property is annexed to the CFD, the City may detach the property from Mansionette Maintenance District and record an amended map with the County Recorder.

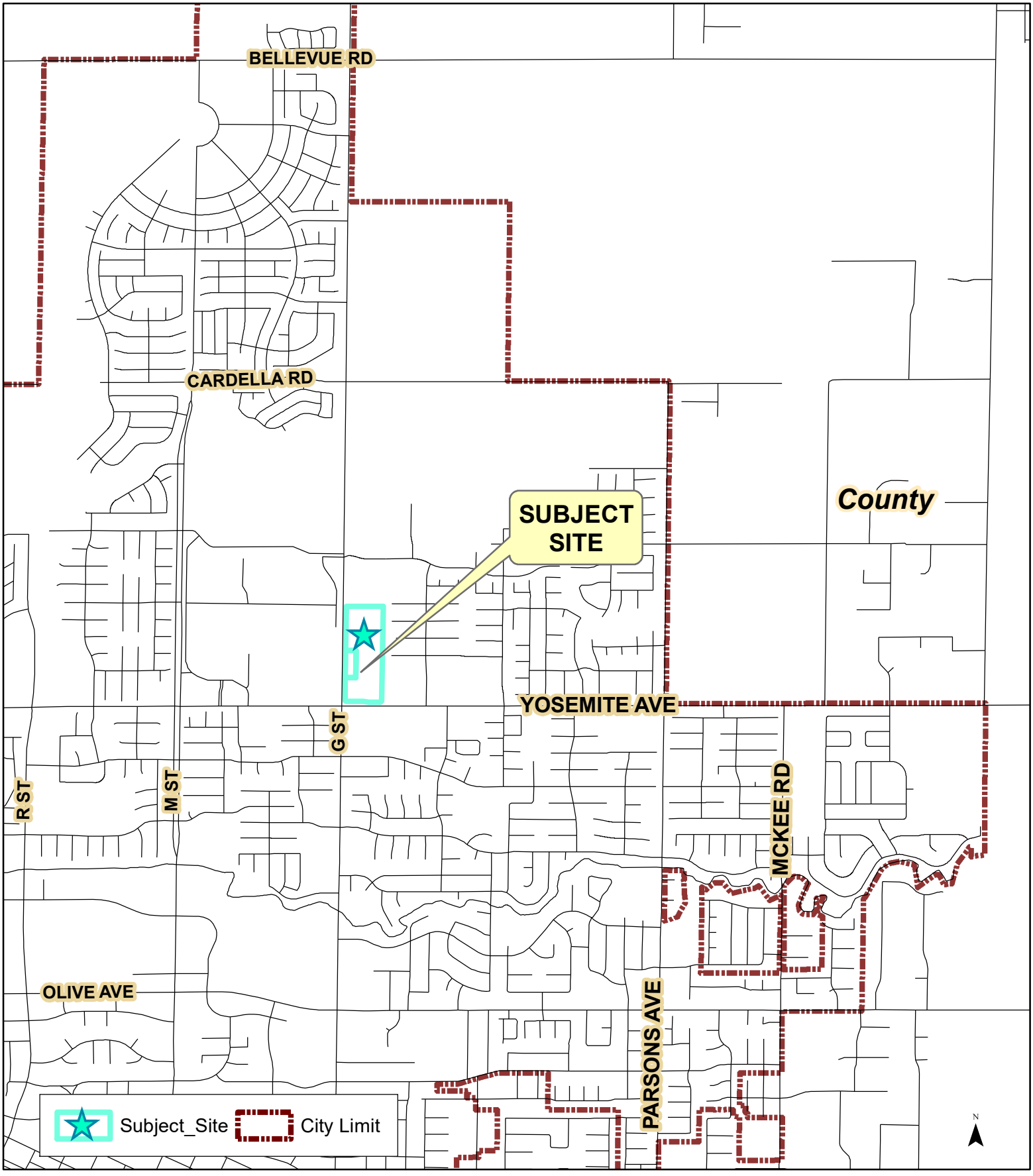
IMPACT ON CITY RESOURCES

The annexation of this property into CFD No. 2003-2 (Services) would allow a special tax to be levied on these properties to cover the costs of landscape and storm drain maintenance and a portion of the costs for Police and Fire services to the project area.

ATTACHMENTS

1. Location Map
2. Draft Recorded Boundary Map for the Yosemite Crossing Development

3. Draft Resolution Determining the Validity of Prior Proceedings
4. Draft Resolution Canvassing the Results of the Election
5. Draft Resolution Annexing Annexation No. 17 into CFD No. 2003-2 (Services)
6. Draft Resolution Detaching Yosemite Crossing from the Mansionette Maintenance District
7. Presentation



Disclaimer: This document was prepared for general inquiries only.The City of Merced is not liable for errors or ommissions that might occur.Official information concerning specific parcels should be obtained from recorded or adopted City documents.

LOCATION MAP

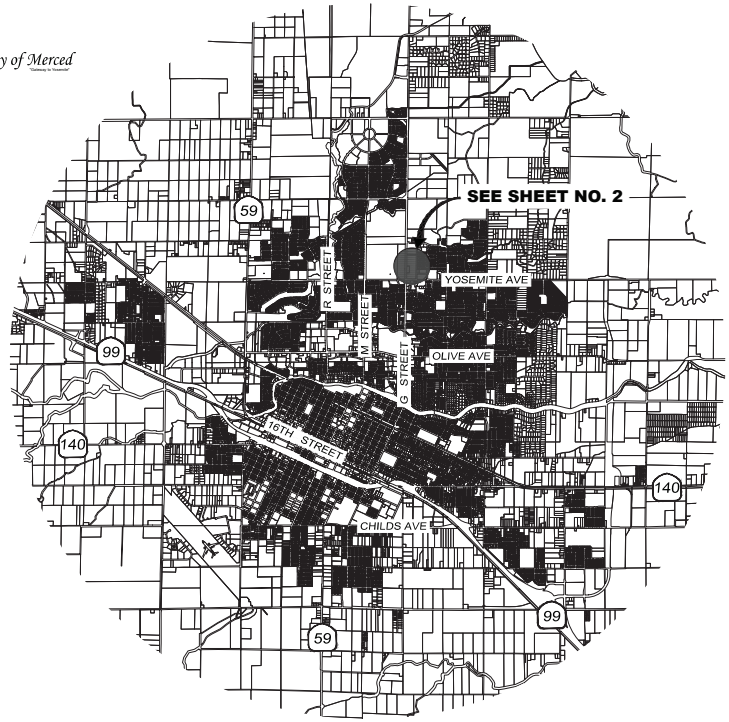
ATTACHMENT 806

DRAFT

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES)
OF THE CITY OF MERCED
ANNEXATION NO. 17
(IMPROVEMENT AREA NO. 45)

CITY OF MERCED, COUNTY OF MERCED STATE OF CALIFORNIA,

MARCH 2021



VICINITY MAP

NOT TO SCALE

CITY SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON _____, 2021.

_____

JOE M. CARDOSO, P.L.S. #8851

CITY CLERK STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MERCED THIS _____ DAY OF _____,2021.

_____

STEPHANIE R. DIETZ
CITY CLERK CITY OF
MERCED

I HEREBY CERTIFY THAT THE WITHIN MAPS SHOWING PROPOSED BOUNDARIES OF CITY OF MERCED COMMUNITY FACILITIES DISTRICT 10, IN THE CITY OF MERCED AND THE COUNTY OF MERCED, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCED AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF_____ , _____ 2021 , BY IT'S RESOLUTION NO. _____-_____.

_____

STEPHANIE R. DIETZ
CITY CLERK
CITY OF MERCED

CITY ENGINEER

_____

MICHAEL R. BELTRAN II, R.C.E 83916
CITY ENGINEER
CITY OF MERCED

RECORDER'S STATEMENT

FILED THIS _____DAY OF _____ , _____ , AT THE HOUR OF_____ O'CLOCK _____.M.,
IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGES _____
IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MERCED, STATE OF CALIFORNIA.

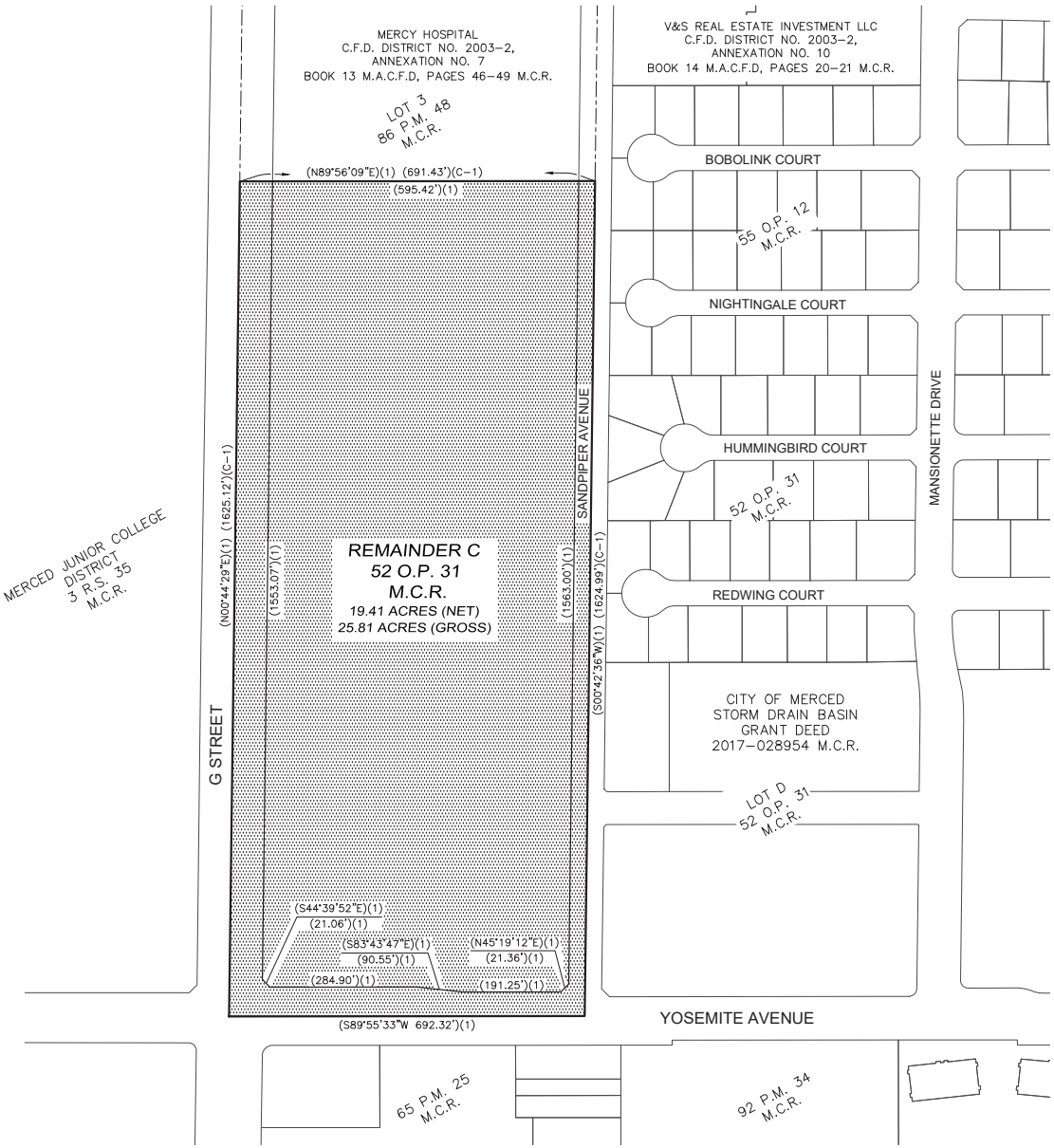
MATT H. MAY
MERCED COUNTY RECORDER

DOCUMENT No. _____

FEE: _____

BY: _____
MERCED COUNTY DEPUTY RECORDER

BOOK _____ PAGE _____



REFERENCES

1. *CITY OF MERCED FINAL MAP No.. 5233 AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52, OFFICIAL PLATS, AT PAGES 31-33, M.C.R.*

LEGEND

M.A.C.F.D	*MAP OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT.*
C.F.D	*COMMUNITY FACILITIES DISTRICT.*
M.C.R.	*MERCED COUNTY RECORDS.*

City of Merced
"Gateway to Yosemite"
SCALE 1"=150'

0 150 300 450

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, ANNEXATION NO. 17 (IMPROVEMENT AREA NO. 45)

CITY OF MERCED, COUNTY OF MERCED
MARCH 2021

STATE OF CALIFORNIA
SCALE 1"=150'

YOSEMITE CROSSING

BOOK _____ **PAGE** _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, CALLING A SPECIAL ELECTION RELATED TO ANNEXATION NO. 17

WHEREAS, the City Council (the "Council") of the City of Merced, California (the "City"), has heretofore formed the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act");

WHEREAS, the City Council, acting as the legislative body of the District has heretofore adopted Resolution No. 21-_____ (the "Resolution of Intention to Annex") stating its intention to annex certain property to the District ("Annexation No. 17") pursuant to the Act; and

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of Annexation No. 17 to the District and setting forth the amended rate and method of apportionment (the "Special Tax Formula") and manner of collection of the special tax to be levied within the proposed Annexation No. 17, which will be used to finance certain public services, including but not limited to public safety services, landscape maintenance, park and parkway maintenance, street lighting maintenance and flood control services and other services authorized pursuant to the Act (the "Services") that are in addition to those provided in the territory within the proposed Annexation No. 17 prior to the annexation to the District and do not supplant services already available within the territory proposed to be included in the District, is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, the Resolution of Intention to Annex set as the date of the public hearing on the annexation of proposed Annexation No. 17 to the District and this Council held said public hearing as required by law; and

WHEREAS, prior to the commencement of the hearing, there was filed with the City Council a Community Facilities Report prepared by Goodwin Consulting Group (the "CFD Report") containing a boundary map of Annexation No. 17, a description of the services and maintenance, an estimate of the costs of the Services

and incidental expense to be financed by properties within the District, including Annexation No. 17, and the CFD Report has been reviewed by the Council and is incorporated herein and made a part of the record of the public hearing; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of proposed Annexation No. 17 to the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, this Council wishes to present to the qualified electors of Annexation No. 17 a proposition to levy special taxes on property within Annexation No. 17 pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

Section 1. Pursuant to Section 53339.7 of the Act, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

Section 2. Written protests against the annexation of Annexation No. 17 to the District, or against the furnishing of specified services or the levying of a specified special tax within Annexation No. 17, have not been filed by fifty percent (50%) or more of the registered voters, or six registered voters, whichever is more, residing within the existing District, or fifty percent (50%) or more of the registered voters or six registered voters, whichever is more, residing within Annexation No. 17, or by the owners of one-half or more of the area of land in the territory included in the existing District, or by the owners of one-half or more of the area of land in Annexation No. 17.

Section 3. The description and map of the boundaries of Annexation No. 17, on file in the City Clerk's office and as described in the Resolution of Intention to Annex, and incorporated herein by reference, shall be the boundaries of the Annexation No. 17. The map of the proposed boundaries of Annexation No. 17 has been recorded in the Office of the County Recorder of Merced County, California on

_____2021 in Book __pages _____of the Book of Maps of Assessments and Community Facilities Districts (Instrument Number No._____) .

Section 4. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act on nonexempt property within Annexation No. 17, a special tax sufficient to finance the Services that are in addition to those provided in the territory within Annexation No. 17 prior to the annexation to the District and do not supplant services already available within the territory proposed to be included in the District and other costs, including but not limited to all costs of the tax levy. The amended rate and method of apportionment of the special tax and manner of collection is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. The Council hereby determines the Special Tax Formula to be reasonable. The special tax shall be utilized to pay for authorized Services and administrative expenses and to fund and replenish any reserve fund established for the District.

Section 5. Upon recordation of a notice of special tax lien pursuant to Section 3117.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in Annexation No. 17, and this lien shall continue in force and effect until the special tax obligation is prepaid or otherwise permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the District ceases.

Section 6. The Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 17.

Section 7. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed Annexation No. 17 for the exclusive purpose of financing the Services.

Section 8. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby continues the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 4 above:

A. Such Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 4 hereof.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

D. The Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 9. The Office of the Finance Director, 678 West 18th Street, Merced, California 95340, (209) 385-6844, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.1 of the Government Code.

Section 10. Pursuant to Government Code Section 53353.5, the Council hereby submits to the qualified electors of Annexation No. 17 a proposition (the "Proposition") to annex into the District Annexation No. 17 and to levy special taxes on property within Annexation No. 17 in accordance with the Special Tax Formula. The Proposition is attached as Exhibit "B."

Section 11. A special election is hereby called for the Annexation No. 17 within the District on the Proposition set forth in Section 10 above.

Section 12. The Council hereby directs that the election be conducted by the City Clerk of the City of Merced, as the elections official.

Section 13. The City Clerk shall mail or hand deliver the ballot to the landowner immediately upon the adoption of this Resolution.

Section 14. The time for notice having been waived by the qualified electors, the date of the special election for the District on the proposition shall be on the 21st day of June, 2021. The voter ballot shall be returned to the City Clerk at 678 West 18th Street, Merced, California 95340, no later than 11:00 o'clock p.m. on June 21, 2021. The election may be closed with the concurrence of the City Clerk, as soon as all of the ballots are returned.

Section 15. The Council finds and determines that there were no registered voters residing within the territory of proposed Annexation No. 17 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by all of the landowners, the ballot for the special election shall be personally delivered to the landowners within the Annexation No. 17. Each landowner shall have one (1) vote for each acre or

portion thereof that he or she owns within Annexation No. 17, as provided by Section 53326 of the Act.

Section 16. Annexation No. 17 within the District shall constitute a single election precinct for the purpose of holding said election.

Section 17. The City Clerk is directed to certify and attest to this Resolution.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2021.

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED

By _____
Mayor of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

ATTEST:

_____
City Clerk of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

APPROVED AS TO FORM

_____
City Attorney of the City of Merced

STATE OF CALIFORNIA)
)ss.
COUNTY OF MERCED)

I, _____, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City, acting as the legislative body of Community Facilities District No. 2003-2 (Services) of the City of Merced, at a regular or adjourned regular meeting thereof held on the ___ day of _____, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
City Clerk of the City of Merced

EXHIBIT A

CITY OF MERCED
COMMUNITY FACILITIES DISTRICT NO. 2003-2
(SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX (as of June 07, 2021)

A Special Tax applicable to each Assessor Parcel in the City of Merced Community Facilities District No. 2003-2 (Services) shall be levied and collected according to the tax liability determined by the City of Merced or its designee, through the application of this Amended Rate and Method of Apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless otherwise provided for the annexed property.

SECTION A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor Parcel as shown on an Assessor Parcel map, or if the land area is not shown on an Assessor Parcel map, the land area shown on the applicable final map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the CFD or the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, costs related to annexing property into the CFD, and all other costs and expenses of the CFD or the City in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the CFD or the City to administer the Special Tax according to the Rate and Method.

"Annexation #1" means the date the owners of Assessor Parcels in Improvement Area #3 and Improvement Areas #9 through #15 elected to annex into the CFD.

"Annexation #2" means the date the owners of Assessor Parcels in Improvement Area #7 elected to annex into the CFD.

"Annexation #3" means the date the owners of Assessor Parcels in Improvement Areas #16 through #22 elected to annex into the CFD.

"Annexation #4" means the date the owners of Assessor Parcels in Improvement Areas #23 through #25 and Improvement Area #27 elected to annex into the CFD.

"Annexation #5" means the date the owners of Assessor Parcels in Improvement Area #26 elected to annex into the CFD.

"Annexation #6" means the date the owners of Assessor Parcels in Improvement Area #28 elected to annex into the CFD.

"Annexation #7" means the date the owners of Assessor Parcels in Improvement Areas #29 through #31 elected to annex into the CFD.

"Annexation #8" means the date the owners of Assessor Parcels in Improvement Area #32 elected to annex into the CFD.

"Annexation #9" means the date the owners of Assessor Parcels in Improvement Area #33 elected to annex into the CFD.

"Annexation #10" means the date the owners of Assessor Parcels in Improvement Area #34 elected to annex into the CFD.

"Annexation #11" means the date the owners of Assessor Parcels in Improvement Area #35 elected to annex into the CFD.

"Annexation #12" means the date the owners of Assessor Parcels in Improvement Area #36 elected to annex into the CFD.

"Annexation #13" means the date the owners of Assessor Parcels in Improvement Area #38 elected to annex into the CFD.

"Annexation #14" means the date the owners of Assessor Parcels in Improvement Area #40 elected to annex into the CFD.

"Annexation #15" means the date the owners of Assessor Parcels in Improvement Area #39 elected to annex into the CFD.

"Annexation #16" means the date the owners of Assessor Parcels in Phase 2 of Moraga of Merced within Improvement Area #22 elected to annex into the CFD.

"Annexation #17" means the date the owners of Assessor Parcels in Improvement Area #45 elected to annex into the CFD.

"Assessor Parcel" means a lot or parcel with an assigned County Assessor's Parcel number shown on a County Assessor's Parcel map.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated

in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"CFD" means the City of Merced Community Facilities District No. 2003-2.

"CFD Formation" means the date the owners of Assessor Parcels in Improvement Areas #1 through #6 elected to form the CFD.

"City" means the City of Merced.

"City Council" means the council of the City of Merced, acting as the legislative body of the CFD.

"County" means the County of Merced.

"Developed Property" means all Taxable Property in the CFD for which a building permit for new construction was issued by the City prior to May 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Area" means one of the forty-five (45) mutually exclusive geographic areas defined below and identified in Attachment 1 of this Rate and Method, and any subsequent Improvement Areas created to contain property annexed into the CFD after CFD Formation.

"Improvement Area #1" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bellevue Ranch East (Phases 1 and 2) project and is specifically identified in Attachment 1 hereto as Improvement Area #1.

"Improvement Area #2" means the geographic area that, at CFD Formation, was generally known as the Compass Pointe project and is specifically identified in Attachment 1 hereto as Improvement Area #2.

"Improvement Area #3" means the geographic area that, at CFD Formation, Annexation #1, and Annexation #3, was generally known as the Sandcastle project and is specifically identified in Attachment 1 hereto as Improvement Area #3.

"Improvement Area #4" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bright Development project and is specifically identified in Attachment 1 hereto as Improvement Area #4.

"Improvement Area #5" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Renaissance project and is specifically identified in Attachment 1 hereto as Improvement Area #5.

"Improvement Area #6" means the geographic area that, at CFD Formation, was generally known as the Big Valley project and is specifically identified in Attachment 1 hereto as Improvement Area #6.

"Improvement Area #7" means the geographic area that, at Annexation #2, was generally known as the Bellevue Ranch West project and is specifically identified in Attachment 1 hereto as Improvement Area #7.

"Improvement Area #8" is intentionally excluded.

"Improvement Area #9" means the geographic area that, at Annexation #1, was generally known as the University Park Residential project and is specifically identified in Attachment 1 hereto as Improvement Area #9.

"Improvement Area #10" means the geographic area that, at Annexation #1, was generally known as the Tuscany project and is specifically identified in Attachment 1 hereto as Improvement Area #10.

"Improvement Area #11" means the geographic area that, at Annexation #1, was generally known as the Provance project and is specifically identified in Attachment 1 hereto as Improvement Area #11.

"Improvement Area #12" means the geographic area that, at Annexation #1, was generally known as the Promenade project and is specifically identified in Attachment 1 hereto as Improvement Area #12.

"Improvement Area #13" means the geographic area that, at Annexation #1, was generally known as the Alfarata Ranch Unit 2 project and is specifically identified in Attachment 1 hereto as Improvement Area #13.

"Improvement Area #14" means the geographic area that, at Annexation #1 and Annexation #2, was generally known as the Franco project and is specifically identified in Attachment 1 hereto as Improvement Area #14.

"Improvement Area #15" means the geographic area that, at Annexation #1, was generally known as the Cottages project and is specifically identified in Attachment 1 hereto as Improvement Area #15.

"Improvement Area #16" means the geographic area that, at Annexation #3, was generally known as the Tuscany East project and is specifically identified in Attachment 1 hereto as Improvement Area #16.

"Improvement Area #17" means the geographic area that, at Annexation #3, was generally known as the Hartley Crossings project and is specifically identified in Attachment 1 hereto as Improvement Area #17.

"Improvement Area #18" means the geographic area that, at Annexation #3, was generally known as The Crossing at River Oaks project and is specifically identified in Attachment 1 hereto as Improvement Area #18.

"Improvement Area #19" means the geographic area that, at Annexation #3, was generally known as the Mohamed Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #19.

"Improvement Area #20" means the geographic area that, at Annexation #3, was generally known as the Sunnyview Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #20.

"Improvement Area #21" means the geographic area that, at Annexation #3, was generally known as the University Park II project and is specifically identified in Attachment 1 hereto as Improvement Area #21.

"Improvement Area #22" means the geographic area that, at Annexation #3, was generally known as the Moraga of Merced Lakemont Homes project and at Annexation #16, was generally known as Phase 2 of Moraga of Merced, and is specifically identified in Attachment 1 hereto as Improvement Area #22.

"Improvement Area #23" means the geographic area that, at Annexation #4, was generally known as the Mission Ranch project and is specifically identified in Attachment 1 hereto as Improvement Area #23.

"Improvement Area #24" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace (Phases 6 and 7) project and is specifically identified in Attachment 1 hereto as Improvement Area #24.

"Improvement Area #25" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace East project and is specifically identified in Attachment 1 hereto as Improvement Area #25.

"Improvement Area #26" means the geographic area that, at Annexation #5, was generally known as The Meadows project and is specifically identified in Attachment 1 hereto as Improvement Area #26.

"Improvement Area #27" means the geographic area that, at Annexation #4, was generally known as the Lantana Estates South project and is specifically identified in Attachment 1 hereto as Improvement Area #27.

"Improvement Area #28" means the geographic area that, at Annexation #6, was generally known as The Meadows #2 project and is specifically identified in Attachment 1 hereto as Improvement Area #28.

"Improvement Area #29" means the geographic area that, at Annexation #7, was generally known as the Paseo project and is specifically identified in Attachment 1 hereto as Improvement Area #29.

"Improvement Area #30" means the geographic area that, at Annexation #7, was generally known as the Highland Park project and is specifically identified in Attachment 1 hereto as Improvement Area #30.

"Improvement Area #31" means the geographic area that, at Annexation #7, was generally known as the Mercy Hospital project and is specifically identified in Attachment 1 hereto as Improvement Area #31.

"Improvement Area #32" means the geographic area that, at Annexation #8, was generally known as the Fahrens Park Plaza project and is specifically identified in Attachment 1 hereto as Improvement Area #32.

"Improvement Area #33" means the geographic area that, at Annexation #9, was generally known as the Mansionette Estates No. 5 project and is specifically identified in Attachment 1 hereto as Improvement Area #33.

"Improvement Area #34" means the geographic area that, at Annexation #10, was generally known as the Northview Professional Center project and is specifically identified in Attachment 1 hereto as Improvement Area #34.

"Improvement Area #35" means the geographic area that, at Annexation #11, was generally known as the Compass Pointe Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #35.

"Improvement Area #36" means the geographic area that, at Annexation #12, was generally known as the Merced Station project and is specifically identified in Attachment 1 hereto as Improvement Area #36.

"Improvement Area #37" is reserved for future use.

"Improvement Area #38" means the geographic area that, at Annexation #13, was generally known as the PG&E Merced Regional Service Center project and is specifically identified in Attachment 1 hereto as Improvement Area #38.

"Improvement Area #39" means the geographic area that, at Annexation #15, was generally known as the Merced Gateway Park project and is specifically identified in Attachment 1 hereto as Improvement Area #39.

"Improvement Area #40" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South project and is specifically identified in Attachment 1 hereto as Improvement Area #40.

"Improvement Area #41" is reserved for future use.

"Improvement Area #42" is reserved for future use.

"Improvement Area #43" is reserved for future use.

"Improvement Area #44" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South Apartments project and is specifically identified in Attachment 1 hereto as a future annexation area of the CFD.

"Improvement Area #45" means the geographic area that, at Annexation #17, was generally known as the Yosemite Crossing project and is specifically identified in Attachment 1 hereto as Improvement Area #45.

"Index or Indices" means the Consumer Price Index (CPI) for the San Francisco All Urban Wage Earners Category and the National CPI.

"Industrial Property" means any Developed Property for which a building permit was issued for construction of a building that will be used primarily for warehousing, distribution, manufacturing, processing, or related activities, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, the portion of an Assessor Parcel within the boundaries of the CFD that has received a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized in such Fiscal Year.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined under this Rate and Method.

"Multi-Family Residential Property" means all Assessor Parcels of Developed Property for which a building permit was issued for construction of a residential structure with multiple Units, all of which are offered for rent to the general public and are not available for sale to individual owners.

"Office Property" means any Developed Property for which a building permit was issued for construction of a building that will be divided primarily into individual offices (including cubicles or other modular office space) for use by companies to conduct business, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Other Property" means any Developed Property that is not Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, or Industrial Property. Developed Property within Improvement Area #31 shall be categorized as Other Property.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor Parcels of Developed Property.

"Public Property" means any CFD Assessor Parcels owned by or irrevocably offered for dedication to the United States of America, the State of California, the County, the City, or other local governments or public agencies.

"Rate and Method" means this Amended Rate and Method of Apportionment of Special Tax.

"Retail Property" means any Developed Property for which a building permit was issued for construction of a building that will include primarily commercial establishments which sell general merchandise, hard goods, personal services, and other items directly to consumers, including but not limited to travel agencies, hardware stores, food stores, automotive dealers, service stations, home furnishing stores, restaurants, bars, banks, repair shops, movie theaters, day care centers, and art galleries, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Services" means the services authorized to be financed, in whole or in part, by the Special Taxes in the CFD.

"Single Family Residential Property" means any Developed Property for which a building permit was issued for construction of: (i) a Unit that does not share a common wall with another Unit; or (ii) two or more Units that share common walls and are initially offered for sale to individual owners, including condominiums as defined under California Civil Code 1351.

"Special Tax" means any tax levied in the CFD pursuant to the Rate and Method.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay the cost of the Services; (ii) create a sinking fund for Services that could not otherwise be funded in a given Fiscal Year; (iii) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; and (iv) pay Administrative Expenses.

"Square Foot," "Square Footage," or **"Square Feet"** means the floor area square footage reflected on the original construction building permit issued for construction of a Unit or a building of Retail Property, Office Property, Industrial Property, or Other Property and any Square Footage subsequently added to a Unit or a building of such Taxable Property after issuance of a building permit for expansion or renovation of such Unit or building.

"Taxable Property" means any Assessor Parcel within the CFD which is not exempt from the Special Tax by applicable law or Section F below.

"Unit" means a structure constructed primarily for human habitation, which may be an individual detached residential unit, an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure, or an individual apartment unit.

SECTION B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor Parcel numbers of all Taxable Property. The Administrator shall also determine: (i) within which Improvement Area each Assessor Parcel is located; (ii) whether each Assessor Parcel is Developed Property; (iii) for Developed Property, which Assessor Parcels are Single

Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property, and Other Property; (iv) also for Developed Property, the Unit or building Square Footage; and (v) the Special Tax Requirement.

SECTION C. MAXIMUM SPECIAL TAX

The following tables identify the Maximum Special Taxes for Taxable Property within each Improvement Area of the CFD. The Maximum Special Taxes are all subject to annual escalation as specified in Section C.46 below.

1. *Special Tax Rates, Improvement Area #1 – Bellevue Ranch East (Phases 1 & 2)*

Table 1 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #1 of the CFD.

TABLE 1
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #1 – BELLEVUE RANCH EAST (PHASES 1 & 2)

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$548 per Unit
Multi-Family Residential Property	$476 per Unit
Retail Property	$64 per 1,000 Square Feet of Building
Office Property	$59 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$64 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

2. *Special Tax Rates, Improvement Area #2 – Compass Pointe*

Table 2 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #2 of the CFD.

TABLE 2
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #2 – COMPASS POINTE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$644 per Unit
Multi-Family Residential Property	$539 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$103 per 1,000 Square Feet of Building
Industrial Property	$68 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

3. *Special Tax Rates, Improvement Area #3 - Sandcastle*

Table 3 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #3 of the CFD.

TABLE 3
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #3 - SANDCASTLE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$512 per Unit
Retail Property	$80 per 1,000 Square Feet of Building
Office Property	$76 per 1,000 Square Feet of Building
Industrial Property	$48 per 1,000 Square Feet of Building
Other Property	$80 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

4. *Special Tax Rates, Improvement Area #4 – Bright Development*

Table 4 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #4 of the CFD.

TABLE 4
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #4 – BRIGHT DEVELOPMENT

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$609 per Unit
Multi-Family Residential Property	$520 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$84 per 1,000 Square Feet of Building
Industrial Property	$54 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

5. *Special Tax Rates, Improvement Area #5 - Renaissance*

Table 5 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #5 of the CFD.

TABLE 5
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #5 - RENAISSANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$489 per Unit
Multi-Family Residential Property	$429 per Unit
Retail Property	$43 per 1,000 Square Feet of Building
Office Property	$37 per 1,000 Square Feet of Building
Industrial Property	$29 per 1,000 Square Feet of Building
Other Property	$43 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

6. *Special Tax Rates, Improvement Area #6 – Big Valley*

Table 6 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #6 of the CFD.

TABLE 6
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #6 – BIG VALLEY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$524 per Unit
Multi-Family Residential Property	$474 per Unit
Retail Property	$40 per 1,000 Square Feet of Building
Office Property	$40 per 1,000 Square Feet of Building
Industrial Property	$22 per 1,000 Square Feet of Building
Other Property	$40 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

7. *Special Tax Rates, Improvement Area #7 – Bellevue Ranch West*

Table 7 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #7 of the CFD.

TABLE 7
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #7 – BELLEVUE RANCH WEST

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$701 per Unit
Multi-Family Residential Property	$600 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$115 per 1,000 Square Feet of Building
Industrial Property	$67 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

8. Special Tax Rates, Improvement Area #8 – Intentionally Excluded

9. Special Tax Rates, Improvement Area #9 – University Park Residential

Table 9 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #9 of the CFD.

TABLE 9
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #9 – UNIVERSITY PARK RESIDENTIAL

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$643 per Unit
Multi-Family Residential Property	$544 per Unit
Retail Property	$105 per 1,000 Square Feet of Building
Office Property	$99 per 1,000 Square Feet of Building
Industrial Property	$64 per 1,000 Square Feet of Building
Other Property	$105 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

10. Special Tax Rates, Improvement Area #10 – Tuscany

Table 10 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #10 of the CFD.

TABLE 10
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #10 – TUSCANY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$480 per Unit
Multi-Family Residential Property	$427 per Unit
Retail Property	$35 per 1,000 Square Feet of Building
Office Property	$31 per 1,000 Square Feet of Building
Industrial Property	$23 per 1,000 Square Feet of Building
Other Property	$35 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

11. Special Tax Rates, Improvement Area #11 - Provance

Table 11 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #11 of the CFD.

TABLE 11
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #11 - PROVANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$638 per Unit
Multi-Family Residential Property	$542 per Unit
Retail Property	$101 per 1,000 Square Feet of Building
Office Property	$96 per 1,000 Square Feet of Building
Industrial Property	$61 per 1,000 Square Feet of Building
Other Property	$101 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

12. Special Tax Rates, Improvement Area #12 – Promenade

Table 12 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #12 of the CFD.

TABLE 12
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #12 – PROMENADE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$438 per Unit
Multi-Family Residential Property	$401 per Unit
Retail Property	$14 per 1,000 Square Feet of Building
Office Property	$12 per 1,000 Square Feet of Building
Industrial Property	$10 per 1,000 Square Feet of Building
Other Property	$14 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

13. Special Tax Rates, Improvement Area #13 – Alfarata Ranch Unit 2

Table 13 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #13 of the CFD.

TABLE 13
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #13 – ALFARATA RANCH UNIT 2

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$471 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$80 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

14. Special Tax Rates, Improvement Area #14 – Franco

Table 14 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #14 of the CFD.

TABLE 14
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #14 – FRANCO

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$504 per Unit
Multi-Family Residential Property	$430 per Unit
Retail Property	$57 per 1,000 Square Feet of Building
Office Property	$49 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$57 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

15. Special Tax Rates, Improvement Area #15 – Cottages

Table 15 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #15 of the CFD.

TABLE 15
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #15 – COTTAGES

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$631 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$87 per 1,000 Square Feet of Building
Office Property	$86 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$87 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

16. Special Tax Rates, Improvement Area #16 – Tuscany East

Table 16 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #16 of the CFD.

TABLE 16
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #16 – TUSCANY EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$572 per Unit
Multi-Family Residential Property	$486 per Unit
Retail Property	$77 per 1,000 Square Feet of Building
Office Property	$70 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$77 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

17. Special Tax Rates, Improvement Area #17 – Hartley Crossings

Table 17 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #17 of the CFD.

TABLE 17
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #17 – HARTLEY CROSSINGS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$528 per Unit
Multi-Family Residential Property	$438 per Unit
Retail Property	$73 per 1,000 Square Feet of Building
Office Property	$61 per 1,000 Square Feet of Building
Industrial Property	$52 per 1,000 Square Feet of Building
Other Property	$73 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

18. Special Tax Rates, Improvement Area #18 – The Crossing at River Oaks

Table 18 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #18 of the CFD.

TABLE 18
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #18 – THE CROSSING AT RIVER OAKS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$639 per Unit
Multi-Family Residential Property	$529 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

19. Special Tax Rates, Improvement Area #19 – Mohamed Apartments

Table 19 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #19 of the CFD.

TABLE 19
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #19 – MOHAMED APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] *Subject to annual escalation as described in Section C.46 below.*

20. Special Tax Rates, Improvement Area #20 – Sunnyview Apartments

Table 20 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #20 of the CFD.

TABLE 20
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #20 – SUNNYVIEW APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] ***Subject to annual escalation as described in Section C.46 below.***

21. Special Tax Rates, Improvement Area #21 – University Park II

Table 21 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #21 of the CFD.

TABLE 21
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #21 – UNIVERSITY PARK II

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$691 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$149 per 1,000 Square Feet of Building
Office Property	$133 per 1,000 Square Feet of Building
Industrial Property	$98 per 1,000 Square Feet of Building
Other Property	$149 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

22. *Special Tax Rates, Improvement Area #22 – Moraga of Merced*

Table 22 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #22 of the CFD.

TABLE 22
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #22 – MORAGA OF MERCED

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$752 per Unit
Multi-Family Residential Property	$623 per Unit
Retail Property	$147 per 1,000 Square Feet of Building
Office Property	$140 per 1,000 Square Feet of Building
Industrial Property	$89 per 1,000 Square Feet of Building
Other Property	$147 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

23. *Special Tax Rates, Improvement Area #23 – Mission Ranch*

Table 23 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #23 of the CFD.

TABLE 23
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #23 – MISSION RANCH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$774 per Unit
Multi-Family Residential Property	$595 per Unit
Retail Property	$194 per 1,000 Square Feet of Building
Office Property	$174 per 1,000 Square Feet of Building
Industrial Property	$128 per 1,000 Square Feet of Building
Other Property	$194 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

24. *Special Tax Rates, Improvement Area #24 – Cypress Terrace (Phases 6 and 7)*

Table 24 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #24 of the CFD.

TABLE 24
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #24 – CYPRESS TERRACE (PHASES 6 AND 7)

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$728 per Unit
Multi-Family Residential Property	$606 per Unit
Retail Property	$137 per 1,000 Square Feet of Building
Office Property	$130 per 1,000 Square Feet of Building
Industrial Property	$83 per 1,000 Square Feet of Building
Other Property	$137 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

25. *Special Tax Rates, Improvement Area #25 – Cypress Terrace East*

Table 25 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #25 of the CFD.

TABLE 25
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #25 – CYPRESS TERRACE EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$914 per Unit
Multi-Family Residential Property	$737 per Unit
Retail Property	$218 per 1,000 Square Feet of Building
Office Property	$209 per 1,000 Square Feet of Building
Industrial Property	$131 per 1,000 Square Feet of Building
Other Property	$218 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

26. Special Tax Rates, Improvement Area #26 – The Meadows

Table 26 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #26 of the CFD.

TABLE 26
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #26 – THE MEADOWS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

27. Special Tax Rates, Improvement Area #27 – Lantana Estates South

Table 27 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #27 of the CFD.

TABLE 27
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #27 – LANTANA ESTATES SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$834 per Unit
Multi-Family Residential Property	$700 per Unit
Retail Property	$166 per 1,000 Square Feet of Building
Office Property	$164 per 1,000 Square Feet of Building
Industrial Property	$95 per 1,000 Square Feet of Building
Other Property	$166 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

28. Special Tax Rates, Improvement Area #28 – The Meadows #2

Table 28 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #28 of the CFD.

TABLE 28
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #28 – THE MEADOWS #2

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

29. Special Tax Rates, Improvement Area #29 – Paseo

Table 29 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #29 of the CFD.

TABLE 29
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #29 – PASEO

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,008 per Unit
Multi-Family Residential Property	$762 per Unit
Retail Property	$294 per 1,000 Square Feet of Building
Office Property	$271 per 1,000 Square Feet of Building
Industrial Property	$186 per 1,000 Square Feet of Building
Other Property	$294 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

30. *Special Tax Rates, Improvement Area #30 – Highland Park*

Table 30 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #30 of the CFD.

TABLE 30
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #30 – HIGHLAND PARK

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$650 per Unit
Multi-Family Residential Property	$557 per Unit
Retail Property	$97 per 1,000 Square Feet of Building
Office Property	$93 per 1,000 Square Feet of Building
Industrial Property	$58 per 1,000 Square Feet of Building
Other Property	$97 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

31. *Special Tax Rates, Improvement Area #31 – Mercy Hospital*

Table 31 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #31 of the CFD.

TABLE 31
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #31 – MERCY HOSPITAL

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$172 per Unit
Multi-Family Residential Property	$139 per Unit
Retail Property	$59 per 1,000 Square Feet of Building
Office Property	$62 per 1,000 Square Feet of Building
Industrial Property	$30 per 1,000 Square Feet of Building
Other Property	$59 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

32. *Special Tax Rates, Improvement Area #32 – Fahrens Park Plaza*

Table 32 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #32 of the CFD.

TABLE 32
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #32 – FAHRENS PARK PLAZA

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$988 per Unit
Multi-Family Residential Property	$889 per Unit
Retail Property	$161 per 1,000 Square Feet of Building
Office Property	$181 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$181 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

33. *Special Tax Rates, Improvement Area #33 – Mansionette Estates No. 5*

Table 33 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #33 of the CFD.

TABLE 33
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #33 – MANSIONETTE ESTATES NO. 5

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,130 per Unit
Multi-Family Residential Property	$957 per Unit
Retail Property	$252 per 1,000 Square Feet of Building
Office Property	$260 per 1,000 Square Feet of Building
Industrial Property	$133 per 1,000 Square Feet of Building
Other Property	$260 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

34. *Special Tax Rates, Improvement Area #34 – Northview Professional Center*

Table 34 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #34 of the CFD.

TABLE 34
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #34 – NORTHVIEW PROFESSIONAL CENTER

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$850 per Unit
Multi-Family Residential Property	$742 per Unit
Retail Property	$146 per 1,000 Square Feet of Building
Office Property	$152 per 1,000 Square Feet of Building
Industrial Property	$75 per 1,000 Square Feet of Building
Other Property	$152 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

35. *Special Tax Rates, Improvement Area #35 – Compass Pointe Apartments*

Table 35 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #35 of the CFD.

TABLE 35
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #35 – COMPASS POINTE APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$543 per Unit
Multi-Family Residential Property	$479 per Unit
Retail Property	$53 per 1,000 Square Feet of Building
Office Property	$50 per 1,000 Square Feet of Building
Industrial Property	$33 per 1,000 Square Feet of Building
Other Property	$53 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

36. *Special Tax Rates, Improvement Area #36 – Merced Station*

Table 36 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #36 of the CFD.

TABLE 36
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #36 – MERCED STATION

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$580 per Unit
Multi-Family Residential Property	$483 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$78 per 1,000 Square Feet of Building
Industrial Property	$59 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

37. *Special Tax Rates, Improvement Area #37 – Reserved for Future Use*

38. Special Tax Rates, Improvement Area #38 – PG&E Merced Regional Service Center

Table 38 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #38 of the CFD.

TABLE 38
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #38 – PG&E MERCED REGIONAL SERVICE CENTER

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$4,028 per Unit
Multi-Family Residential Property	$3,572 per Unit
Retail Property	$1,007 per 1,000 Square Feet of Building
Office Property	$1,150 per 1,000 Square Feet of Building
Industrial Property	$431 per 1,000 Square Feet of Building
Other Property	$1,150 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

39. Special Tax Rates, Improvement Area #39 – Merced Gateway Park

Table 39 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #39 of the CFD.

TABLE 39
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #39 – MERCED GATEWAY PARK

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$813 per Unit
Multi-Family Residential Property	$707 per Unit
Retail Property	$138 per 1,000 Square Feet of Building
Office Property	$142 per 1,000 Square Feet of Building
Industrial Property	$73 per 1,000 Square Feet of Building
Other Property	$142 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

40. *Special Tax Rates, Improvement Area #40 – Stone Ridge South*

Table 40 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #40 of the CFD.

TABLE 40
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #40 – STONE RIDGE SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$824 per Unit
Multi-Family Residential Property	$603 per Unit
Retail Property	$241 per 1,000 Square Feet of Building
Office Property	$211 per 1,000 Square Feet of Building
Industrial Property	$162 per 1,000 Square Feet of Building
Other Property	$241 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

41. *Special Tax Rates, Improvement Area #41 – Reserved for Future Use*

42. Special Tax Rates, Improvement Area #42 – Reserved for Future Use

43. Special Tax Rates, Improvement Area #43 – Reserved for Future Use

44. Special Tax Rates, Improvement Area #44 – Stone Ridge South Apartments (Future Annexation Area)

The Maximum Special Taxes for Taxable Property within Improvement Area #44 will be identified at the time such property is annexed into the CFD and will be included in the unanimous approval form signed by the annexing property owner.

45. Special Tax Rates, Improvement Area #45 – Yosemite Crossing

Table 45 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #45 of the CFD.

TABLE 45
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #45 – YOSEMITE CROSSING

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$810 per Unit
Multi-Family Residential Property	$676 per Unit
Retail Property	$161 per 1,000 Square Feet of Building
Office Property	$157 per 1,000 Square Feet of Building
Industrial Property	$94 per 1,000 Square Feet of Building
Other Property	$161 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

46. Special Tax Increases

In January 2004, and each January thereafter, all figures shown in Tables 1 through 15 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

In January 2006, and each January thereafter, all figures shown in Tables 16 through 45 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

SECTION D. METHOD OF LEVY

Each Fiscal Year, the Special Tax shall be levied on all Assessor Parcels of Developed Property, separately for each Improvement Area, according to the steps outlined below.

Step 1: Determine for an Improvement Area the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

Step 2: Calculate the total Special Tax revenues that could be collected from Developed Property in the Improvement Area based on application of the Maximum Special Tax rates determined pursuant to Section C above;

Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Special Tax on all Assessor Parcels of Developed Property in the Improvement Area;

Step 4: If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Special Tax Proportionately on each Assessor Parcel of Developed Property in the Improvement Area so the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

SECTION E. COLLECTION

Except as may be provided by the CFD or the City, and for delinquencies, the Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes. The Special Tax obligation applicable to an Assessor Parcel in the CFD may not be prepaid and the obligation of the Assessor Parcel to pay the Special Tax may not be permanently satisfied.

For the portion of Improvement Area #22 that was annexed into the CFD pursuant to Annexation #16, the Special Tax levy shall commence in Fiscal Year 2020-21 and for such Fiscal Year shall be based on the building permits issued by the City as of May 1, 2020.

SECTION F. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method, no Special Tax shall be levied on Public Property, except as otherwise provided in the Act.

No Special Tax shall be levied on the portion of an Assessor Parcel that constitutes Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method based on the type of property to which the Assessor Parcel is assigned.

SECTION G. INTERPRETATION

The Administrator may interpret this Rate and Method as necessary to clarify any inconsistency, vagueness, or ambiguity.

SECTION H. APPEALS

Appeals of any claim of incorrect computation of Special Tax or application of this Rate and Method may be made by the owner of an Assessor Parcel or such owner's duly-authorized representative by filing a written notice of appeal with the Administrator not later than thirty (30) days after having paid the disputed Special Tax. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner (or representative), consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision, the owner may then file a written appeal with the Council, whose decision shall be final. If the decision of the Administrator or the Council requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies) as appropriate. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

Table 1
City of Merced Services CFD Annexation #17
Project Specific Analysis
Project Land Use and Services Data

Land Use	Yosemite Crossing
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Other	
Full Landscaped Acres	0.68
Basin/Partial Landscaped Acres	0.00
Storm Drainage Miles	0.60
Bike Path Square Footage	0
Street Lights	21

Sources: City of Merced; Goodwin Consulting Group, Inc. *3/23/2021*

Table 2
City of Merced Services CFD Annexation #17
Project Specific Analysis
City Cost and Allocation Data

	Landscaping Maintenance	Storm Drainage Maintenance
Expenditures /1	$341,749	$464,196
Dwelling Unit Equivalents (DUEs)		
Residential DUEs (per Dwelling Unit)		
Single Family	1.00	1.00
Multi-Family	0.88	0.33
Non-Residential DUEs (per 1,000 SF)		
Retail	0.28	0.77
Office	0.32	0.64
Industrial	0.12	0.55
Cost Factors /2		
Landscaped Acres	17	
Storm Drainage Miles		36
Annual Cost per Acre (Full Landscape)	$26,134	
Annual Cost per Storm Drainage Mile		$16,763
Additional Cost Factors /2		
Annual Cost per Acre (Basin/Partial Landscape) /3	$19,600	
Annual Bike Path Maintenance Cost per Square Foot	$0.25	
Annual Street Light Maintenance Cost per Street Light	$136	
Annual Storm Pump Maintenance Cost		$17,680
Annual Basin Maintenance Cost		$5,200

/1 Expenditures include costs associated with the following budget categories: personnel, supplies and services, non-capital acquisitions, administrative, and interdepartmental services.

/2 A 30% factor is added to each cost to account for the effects of prevailing wage.

/3 Equals 75% of the cost per full landscaped acre.

Sources: City of Merced 2005-06 Annual Budget; City of Merced; City of Merced Public Facilities Financing Plan; DPFG; Goodwin Consulting Group, Inc.

3/23/2021

Table 3
City of Merced Services CFD Annexation #17
Project Specific Analysis
Landscaping, Street Light, and Basin Maintenance

	Yosemite Crossing
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Dwelling Unit Equivalents	98
Annual Costs	
Full Landscape	$17,800
Street Light Maintenance	$2,847
Basin/Partial Landscape	$0
Bike Path Maintenance	$0
Total Cost	$20,647
Cost per DUE	$210
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$210
Multi-Family	$185
Non-Residential (per 1,000 SF)	
Retail	$59
Office	$67
Industrial	$25
Annual Special Tax Revenue	
Residential	
Single Family	$0
Multi-Family	$8,142
Non-Residential	
Retail	$7,225
Office	$5,280
Industrial	$0
Total Revenue	$20,647

Source: Goodwin Consulting Group, Inc. *3/23/2021*

Table 4
City of Merced Services CFD Annexation #17
Project Specific Analysis
Storm Drainage Maintenance

	Yosemite Crossing
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Dwelling Unit Equivalents	159
Annual Costs	
Storm Drain Maintenance	$10,058
Share of Pump & Basin /1	$4,420
Total Cost	$14,478
Total Cost per DUE	$91
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$91
Multi-Family	$30
Non-Residential (per 1,000 SF)	
Retail	$70
Office	$58
Industrial	$50
Annual Special Tax Revenue	
Residential	
Single Family	$0
Multi-Family	$1,305
Non-Residential	
Retail	$8,594
Office	$4,579
Industrial	$0
Total Revenue	$14,478

/1 19.3% of the storm pump maintenance cost and basin maintenance cost are associated with the Yosemite Crossing project.

Sources: City of Merced; Goodwin Consulting Group, Inc. *3/23/2021*

Table 5
City of Merced Services CFD Annexation #17
Project Specific Analysis
Total Special Taxes (FY 2005-06)

Land Use	Yosemite Crossing
Citywide Services	
Residential (per Dwelling Unit)	
Single Family	$433
Multi-Family	$408
Non-Residential (per 1,000 SF)	
Retail	$0
Office	$0
Industrial	$0
Project-Specific Services /1	
Residential (per Dwelling Unit)	
Single Family	$377
Multi-Family	$268
Non-Residential (per 1,000 SF)	
Retail	$161
Office	$157
Industrial	$94
Total - All Services	
Residential (per Dwelling Unit)	
Single Family	$810
Multi-Family	$676
Non-Residential (per 1,000 SF)	
Retail	$161
Office	$157
Industrial	$94

/1 A 25% factor is added to each project specific special tax to account for a cost contingency and a sinking fund component to build a reserve for equipment and facility replacement, as well as annual administration.

Source: Goodwin Consulting Group, Inc. *3/23/2021*

City of Merced
Community Facilities District No. 2003-2
(Services)

Fiscal Year 2020-21
Maximum Special Tax Rates

Improvement Area	Single Family Residential (per Unit)	Multi-Family Residential (per Unit)	Retail (per 1,000 sq. ft.)	Office (per 1,000 sq. ft.)	Industrial (per 1,000 sq. ft.)	Other (per 1,000 sq. ft.)
1	$801.60	$696.28	$93.60	$86.30	$58.50	$93.60
2	$942.02	$788.44	$160.90	$150.66	$99.46	$160.90
3	$867.42	$748.94	$117.02	$111.16	$70.20	$117.02
4	$890.82	$760.64	$130.18	$122.86	$78.98	$130.18
5	$715.30	$627.52	$62.90	$54.12	$42.42	$62.90
6	$766.50	$693.36	$58.50	$58.50	$32.18	$58.50
7	$1,025.40	$877.66	$169.68	$168.22	$98.00	$169.68
8	N/A	N/A	N/A	N/A	N/A	N/A
9	$940.56	$795.74	$153.58	$144.80	$93.60	$153.58
10	$702.12	$624.60	$51.18	$45.34	$33.64	$51.18
11	$933.24	$792.82	$147.74	$140.42	$89.22	$147.74
12	$640.70	$586.56	$20.46	$17.54	$14.62	$20.46
13	$867.42	$688.96	$169.68	$146.26	$117.02	$169.68
14	$737.24	$628.98	$83.36	$71.66	$58.50	$83.36
15	$923.00	$801.60	$127.26	$125.80	$73.12	$127.26
16	$810.88	$688.96	$109.14	$99.22	$70.88	$109.14
17	$748.50	$620.92	$103.48	$86.46	$73.70	$103.48
18	$905.86	$749.92	$155.94	$141.76	$100.64	$155.94
19	$613.82	$578.38	N/A	N/A	N/A	N/A
20	$613.82	$578.38	N/A	N/A	N/A	N/A
21	$979.58	$776.86	$211.22	$188.54	$138.92	$211.22
22	$1,066.06	$883.18	$208.38	$198.46	$126.16	$208.38
23	$1,097.24	$843.48	$275.02	$246.66	$181.44	$275.02
24	$1,032.02	$859.08	$194.20	$184.28	$117.66	$194.20
25	$1,295.70	$1,044.78	$309.04	$296.28	$185.70	$309.04
26	$1,342.48	$1,053.30	$318.96	$304.78	$191.38	$318.96
27	$1,182.30	$992.34	$235.32	$232.48	$134.66	$235.32
28	$1,342.48	$1,053.30	$318.96	$304.78	$191.38	$318.96
29	$1,428.96	$1,080.22	$416.78	$384.16	$263.68	$416.78
30	$921.46	$789.62	$137.50	$131.84	$82.22	$137.50
31	$243.82	$197.04	$83.64	$87.88	$42.52	$83.64
32	$1,400.62	$1,260.26	$228.22	$256.58	$100.64	$256.58
33	$1,601.92	$1,356.66	$357.24	$368.58	$188.54	$368.58
34	$1,204.98	$1,051.88	$206.96	$215.48	$106.32	$215.48
35	$769.76	$679.04	$75.12	$70.88	$46.78	$75.12
36	$822.22	$684.70	$126.16	$110.56	$83.64	$126.16
37	TBD	TBD	TBD	TBD	TBD	TBD
38	$5,710.22	$5,063.78	$1,427.54	$1,630.26	$610.98	$1,630.26
39	$1,152.52	$1,002.26	$195.62	$201.30	$103.48	$201.30
40	$1,168.12	$854.82	$341.64	$299.12	$229.64	$341.64
41	TBD	TBD	TBD	TBD	TBD	TBD
42	TBD	TBD	TBD	TBD	TBD	TBD
43	TBD	TBD	TBD	TBD	TBD	TBD
44	TBD	TBD	TBD	TBD	TBD	TBD
45	$1,148.28	$958.32	$228.22	$222.56	$133.24	$228.22

EXHIBIT B

SAMPLE BALLOT

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED

ANNEXATION NO. 17

SPECIAL TAX ELECTION
June 21, 2021

To vote, mark an "X" in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden.

This ballot represents _____ votes.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Merced at 678 West 18th Street, Merced, California 95340.

PROPOSITION: Shall the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "CFD"), annex property known as Annexation No. 17 to the CFD and be authorized to levy special taxes within Annexation No. 17 to the CFD pursuant to the amended rate and method of apportionment of special taxes (the "Special Tax Formula") set forth in that certain resolution adopted on June 7, 2021 by the City Council of the City of Merced, acting as the legislative body of the CFD, to finance the authorized services and administrative expenses, all as provided in the Special Tax Formula?

YES	
NO	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED CANVASSING THE RESULTS OF THE ELECTION HELD WITHIN ANNEXATION NO. 17 OF SAID DISTRICT

WHEREAS, the City Council of the City of Merced, California (the "Council"), acting as the legislative body of the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District"), has previously conducted proceedings pertaining to the annexation of certain property to the District ("Annexation No. 17"), the levying of a special tax pursuant to an amended rate and method of apportionment to finance the cost of providing certain public services and maintenance within Annexation No. 17 and the calling of an election in regard to the foregoing; and

WHEREAS, on June 21, 2021, an election was held within Annexation No. 17 of the District regarding annexing the property within Annexation No. 17 to the District, and the levying of the proposed special tax pursuant to the amended rate and method of apportionment of such proposed special tax; and

WHEREAS, at such election the annexation of Annexation No. 17 to the District, and the proposal for the amended rate and method of apportionment and the manner of levying and collecting the special tax for Annexation No. 17 were approved by the qualified electors of Annexation No. 17;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

Section 1. It is hereby determined that the election conducted within Annexation No. 17 of the District was duly and validly conducted.

Section 2. The Council, acting as the legislative body of the District, is authorized to annex Annexation No. 17 to the District and to levy the special tax on behalf of the District on nonexempt property within Annexation No. 17.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Merced, acting as the legistlative body fo the District, this ___ day of _____, 2021 by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ASTAIN: Council Members:

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED

By _____
Mayor of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

ATTEST:

_____
Deputy City Clerk of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

APPROVED AS TO FORM

_____
City Attorney of the City of Merced

STATE OF CALIFORNIA)
) ss.
COUNTY OF MERCED)

I, _____, Deputy City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the Council of said City, acting as the legislative body of Community Facilities District No. 2003-2 of the City of Merced, at a regular or adjourned regular meeting thereof held on the _____ day of _____, 2021.

By: _____
Deputy City Clerk of the City of Merced

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, ANNEXING ANNEXATION NO. 17 TO SAID DISTRICT AND AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID ANNEXATION NO. 17

WHEREAS, on June 7, 2021, the City Council (the " City Council") of the City of Merced, California (the "City"), acting as the legislative body of the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District"), adopted Resolution No. _____ stating its intention to annex certain property ("Annexation No. 17") into the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, notice was published as required by law relative to the intention of the City Council to annex into the District Annexation No. 17; and

WHEREAS, on June 21, 2021, this City Council held a duly noticed public hearing as required by law relative to the determination to proceed with the annexation into the District of Annexation No. 17, and the amended rate and method of apportionment and manner of collection of the special tax to be levied within Annexation No. 17 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation into the District of Annexation No. 17 were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to said hearing adopted a resolution determining the validity of prior proceedings relative to the annexation into the District of Annexation No. 17 and the authorization of the levy of a special tax within Annexation No. 17 and called an election within Annexation No. 17 for June 21, 2021 on the proposition of annexing into the District and the levying of a special tax; and

WHEREAS, on June 21, 2021, an election was held within Annexation No. 17 in which the eligible electors approved by more than two-thirds vote the

proposition of annexing into the District and the levying of a special tax within Annexation No. 17; and

WHEREAS, this Legislative Body, by the adoption of Ordinance No. 2144 (the "Ordinance"), as authorized by Section 53340 of the Act, has authorized the levy of such special taxes within the District and any annexations, including Annexation No. 17;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. Annexation No. 17 is hereby annexed into the District and hereafter all references to the District shall include Annexation No. 17.

Section 3. A special tax shall be levied within the boundaries of Annexation No. 17 pursuant to the amended rate and method of apportionment set forth in Exhibit "A" attached hereto and incorporated by reference (the "Special Tax Formula"), in an amount necessary to finance all or a portion of the cost of providing certain public services and maintenance that are in addition to those provided in the territory within Annexation No. 17 prior to the annexation to the District, periodic costs, and costs of the tax levy and collection.

Section 4. This resolution shall constitute a Resolution of Annexation within the meaning of the Ordinance and Annexation No. 17 shall be subject to the terms of the Ordinance.

Section 5. The Special Tax Formula supercedes the previously approved rate and method of apportionment and shall constitute the rate and method of apportionment of special taxes within the District until such special tax may be modified or amended from time to time by a resolution of change or a resolution of annexation adopted pursuant to the provisions of the Act.

Section 6. This resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2021.

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED

By _____
Mayor of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

ATTEST:

_____
Deputy City Clerk of the City of Merced
Acting as the Legislative Body of the
Community Facilities District No 2003-2
(Services) of the City of Merced

APPROVED AS TO FORM

_____
City Attorney of the City of Merced

STATE OF CALIFORNIA)
)ss.
COUNTY OF MERCED)

I, _____, Deputy City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City, acting as the Legislative Body of the City of Merced, at a regular or adjourned regular meeting thereof held on the _____ day of _____, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Deputy City Clerk of the City of Merced

EXHIBIT A

CITY OF MERCED
COMMUNITY FACILITIES DISTRICT NO. 2003-2
(SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX (as of June 07, 2021)

A Special Tax applicable to each Assessor Parcel in the City of Merced Community Facilities District No. 2003-2 (Services) shall be levied and collected according to the tax liability determined by the City of Merced or its designee, through the application of this Amended Rate and Method of Apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless otherwise provided for the annexed property.

SECTION A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor Parcel as shown on an Assessor Parcel map, or if the land area is not shown on an Assessor Parcel map, the land area shown on the applicable final map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the CFD or the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, costs related to annexing property into the CFD, and all other costs and expenses of the CFD or the City in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the CFD or the City to administer the Special Tax according to the Rate and Method.

"Annexation #1" means the date the owners of Assessor Parcels in Improvement Area #3 and Improvement Areas #9 through #15 elected to annex into the CFD.

"Annexation #2" means the date the owners of Assessor Parcels in Improvement Area #7 elected to annex into the CFD.

"Annexation #3" means the date the owners of Assessor Parcels in Improvement Areas #16 through #22 elected to annex into the CFD.

"Annexation #4" means the date the owners of Assessor Parcels in Improvement Areas #23 through #25 and Improvement Area #27 elected to annex into the CFD.

"Annexation #5" means the date the owners of Assessor Parcels in Improvement Area #26 elected to annex into the CFD.

"Annexation #6" means the date the owners of Assessor Parcels in Improvement Area #28 elected to annex into the CFD.

"Annexation #7" means the date the owners of Assessor Parcels in Improvement Areas #29 through #31 elected to annex into the CFD.

"Annexation #8" means the date the owners of Assessor Parcels in Improvement Area #32 elected to annex into the CFD.

"Annexation #9" means the date the owners of Assessor Parcels in Improvement Area #33 elected to annex into the CFD.

"Annexation #10" means the date the owners of Assessor Parcels in Improvement Area #34 elected to annex into the CFD.

"Annexation #11" means the date the owners of Assessor Parcels in Improvement Area #35 elected to annex into the CFD.

"Annexation #12" means the date the owners of Assessor Parcels in Improvement Area #36 elected to annex into the CFD.

"Annexation #13" means the date the owners of Assessor Parcels in Improvement Area #38 elected to annex into the CFD.

"Annexation #14" means the date the owners of Assessor Parcels in Improvement Area #40 elected to annex into the CFD.

"Annexation #15" means the date the owners of Assessor Parcels in Improvement Area #39 elected to annex into the CFD.

"Annexation #16" means the date the owners of Assessor Parcels in Phase 2 of Moraga of Merced within Improvement Area #22 elected to annex into the CFD.

"Annexation #17" means the date the owners of Assessor Parcels in Improvement Area #45 elected to annex into the CFD.

"Assessor Parcel" means a lot or parcel with an assigned County Assessor's Parcel number shown on a County Assessor's Parcel map.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated

in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"CFD" means the City of Merced Community Facilities District No. 2003-2.

"CFD Formation" means the date the owners of Assessor Parcels in Improvement Areas #1 through #6 elected to form the CFD.

"City" means the City of Merced.

"City Council" means the council of the City of Merced, acting as the legislative body of the CFD.

"County" means the County of Merced.

"Developed Property" means all Taxable Property in the CFD for which a building permit for new construction was issued by the City prior to May 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Area" means one of the forty-five (45) mutually exclusive geographic areas defined below and identified in Attachment 1 of this Rate and Method, and any subsequent Improvement Areas created to contain property annexed into the CFD after CFD Formation.

"Improvement Area #1" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bellevue Ranch East (Phases 1 and 2) project and is specifically identified in Attachment 1 hereto as Improvement Area #1.

"Improvement Area #2" means the geographic area that, at CFD Formation, was generally known as the Compass Pointe project and is specifically identified in Attachment 1 hereto as Improvement Area #2.

"Improvement Area #3" means the geographic area that, at CFD Formation, Annexation #1, and Annexation #3, was generally known as the Sandcastle project and is specifically identified in Attachment 1 hereto as Improvement Area #3.

"Improvement Area #4" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Bright Development project and is specifically identified in Attachment 1 hereto as Improvement Area #4.

"Improvement Area #5" means the geographic area that, at CFD Formation and Annexation #2, was generally known as the Renaissance project and is specifically identified in Attachment 1 hereto as Improvement Area #5.

"Improvement Area #6" means the geographic area that, at CFD Formation, was generally known as the Big Valley project and is specifically identified in Attachment 1 hereto as Improvement Area #6.

"Improvement Area #7" means the geographic area that, at Annexation #2, was generally known as the Bellevue Ranch West project and is specifically identified in Attachment 1 hereto as Improvement Area #7.

"Improvement Area #8" is intentionally excluded.

"Improvement Area #9" means the geographic area that, at Annexation #1, was generally known as the University Park Residential project and is specifically identified in Attachment 1 hereto as Improvement Area #9.

"Improvement Area #10" means the geographic area that, at Annexation #1, was generally known as the Tuscany project and is specifically identified in Attachment 1 hereto as Improvement Area #10.

"Improvement Area #11" means the geographic area that, at Annexation #1, was generally known as the Provance project and is specifically identified in Attachment 1 hereto as Improvement Area #11.

"Improvement Area #12" means the geographic area that, at Annexation #1, was generally known as the Promenade project and is specifically identified in Attachment 1 hereto as Improvement Area #12.

"Improvement Area #13" means the geographic area that, at Annexation #1, was generally known as the Alfarata Ranch Unit 2 project and is specifically identified in Attachment 1 hereto as Improvement Area #13.

"Improvement Area #14" means the geographic area that, at Annexation #1 and Annexation #2, was generally known as the Franco project and is specifically identified in Attachment 1 hereto as Improvement Area #14.

"Improvement Area #15" means the geographic area that, at Annexation #1, was generally known as the Cottages project and is specifically identified in Attachment 1 hereto as Improvement Area #15.

"Improvement Area #16" means the geographic area that, at Annexation #3, was generally known as the Tuscany East project and is specifically identified in Attachment 1 hereto as Improvement Area #16.

"Improvement Area #17" means the geographic area that, at Annexation #3, was generally known as the Hartley Crossings project and is specifically identified in Attachment 1 hereto as Improvement Area #17.

"Improvement Area #18" means the geographic area that, at Annexation #3, was generally known as The Crossing at River Oaks project and is specifically identified in Attachment 1 hereto as Improvement Area #18.

"Improvement Area #19" means the geographic area that, at Annexation #3, was generally known as the Mohamed Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #19.

"Improvement Area #20" means the geographic area that, at Annexation #3, was generally known as the Sunnyview Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #20.

"Improvement Area #21" means the geographic area that, at Annexation #3, was generally known as the University Park II project and is specifically identified in Attachment 1 hereto as Improvement Area #21.

"Improvement Area #22" means the geographic area that, at Annexation #3, was generally known as the Moraga of Merced Lakemont Homes project and at Annexation #16, was generally known as Phase 2 of Moraga of Merced, and is specifically identified in Attachment 1 hereto as Improvement Area #22.

"Improvement Area #23" means the geographic area that, at Annexation #4, was generally known as the Mission Ranch project and is specifically identified in Attachment 1 hereto as Improvement Area #23.

"Improvement Area #24" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace (Phases 6 and 7) project and is specifically identified in Attachment 1 hereto as Improvement Area #24.

"Improvement Area #25" means the geographic area that, at Annexation #4, was generally known as the Cypress Terrace East project and is specifically identified in Attachment 1 hereto as Improvement Area #25.

"Improvement Area #26" means the geographic area that, at Annexation #5, was generally known as The Meadows project and is specifically identified in Attachment 1 hereto as Improvement Area #26.

"Improvement Area #27" means the geographic area that, at Annexation #4, was generally known as the Lantana Estates South project and is specifically identified in Attachment 1 hereto as Improvement Area #27.

"Improvement Area #28" means the geographic area that, at Annexation #6, was generally known as The Meadows #2 project and is specifically identified in Attachment 1 hereto as Improvement Area #28.

"Improvement Area #29" means the geographic area that, at Annexation #7, was generally known as the Paseo project and is specifically identified in Attachment 1 hereto as Improvement Area #29.

"Improvement Area #30" means the geographic area that, at Annexation #7, was generally known as the Highland Park project and is specifically identified in Attachment 1 hereto as Improvement Area #30.

"Improvement Area #31" means the geographic area that, at Annexation #7, was generally known as the Mercy Hospital project and is specifically identified in Attachment 1 hereto as Improvement Area #31.

"Improvement Area #32" means the geographic area that, at Annexation #8, was generally known as the Fahrens Park Plaza project and is specifically identified in Attachment 1 hereto as Improvement Area #32.

"Improvement Area #33" means the geographic area that, at Annexation #9, was generally known as the Mansionette Estates No. 5 project and is specifically identified in Attachment 1 hereto as Improvement Area #33.

"Improvement Area #34" means the geographic area that, at Annexation #10, was generally known as the Northview Professional Center project and is specifically identified in Attachment 1 hereto as Improvement Area #34.

"Improvement Area #35" means the geographic area that, at Annexation #11, was generally known as the Compass Pointe Apartments project and is specifically identified in Attachment 1 hereto as Improvement Area #35.

"Improvement Area #36" means the geographic area that, at Annexation #12, was generally known as the Merced Station project and is specifically identified in Attachment 1 hereto as Improvement Area #36.

"Improvement Area #37" is reserved for future use.

"Improvement Area #38" means the geographic area that, at Annexation #13, was generally known as the PG&E Merced Regional Service Center project and is specifically identified in Attachment 1 hereto as Improvement Area #38.

"Improvement Area #39" means the geographic area that, at Annexation #15, was generally known as the Merced Gateway Park project and is specifically identified in Attachment 1 hereto as Improvement Area #39.

"Improvement Area #40" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South project and is specifically identified in Attachment 1 hereto as Improvement Area #40.

"Improvement Area #41" is reserved for future use.

"Improvement Area #42" is reserved for future use.

"Improvement Area #43" is reserved for future use.

"Improvement Area #44" means the geographic area that, at Annexation #14, was generally known as the Stone Ridge South Apartments project and is specifically identified in Attachment 1 hereto as a future annexation area of the CFD.

"Improvement Area #45" means the geographic area that, at Annexation #17, was generally known as the Yosemite Crossing project and is specifically identified in Attachment 1 hereto as Improvement Area #45.

"Index or Indices" means the Consumer Price Index (CPI) for the San Francisco All Urban Wage Earners Category and the National CPI.

"Industrial Property" means any Developed Property for which a building permit was issued for construction of a building that will be used primarily for warehousing, distribution, manufacturing, processing, or related activities, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, the portion of an Assessor Parcel within the boundaries of the CFD that has received a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized in such Fiscal Year.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined under this Rate and Method.

"Multi-Family Residential Property" means all Assessor Parcels of Developed Property for which a building permit was issued for construction of a residential structure with multiple Units, all of which are offered for rent to the general public and are not available for sale to individual owners.

"Office Property" means any Developed Property for which a building permit was issued for construction of a building that will be divided primarily into individual offices (including cubicles or other modular office space) for use by companies to conduct business, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Other Property" means any Developed Property that is not Single Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, or Industrial Property. Developed Property within Improvement Area #31 shall be categorized as Other Property.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor Parcels of Developed Property.

"Public Property" means any CFD Assessor Parcels owned by or irrevocably offered for dedication to the United States of America, the State of California, the County, the City, or other local governments or public agencies.

"Rate and Method" means this Amended Rate and Method of Apportionment of Special Tax.

"Retail Property" means any Developed Property for which a building permit was issued for construction of a building that will include primarily commercial establishments which sell general merchandise, hard goods, personal services, and other items directly to consumers, including but not limited to travel agencies, hardware stores, food stores, automotive dealers, service stations, home furnishing stores, restaurants, bars, banks, repair shops, movie theaters, day care centers, and art galleries, as determined by the Administrator using reasonable and established City zoning and other land use standards.

"Services" means the services authorized to be financed, in whole or in part, by the Special Taxes in the CFD.

"Single Family Residential Property" means any Developed Property for which a building permit was issued for construction of: (i) a Unit that does not share a common wall with another Unit; or (ii) two or more Units that share common walls and are initially offered for sale to individual owners, including condominiums as defined under California Civil Code 1351.

"Special Tax" means any tax levied in the CFD pursuant to the Rate and Method.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay the cost of the Services; (ii) create a sinking fund for Services that could not otherwise be funded in a given Fiscal Year; (iii) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; and (iv) pay Administrative Expenses.

"Square Foot," "Square Footage," or **"Square Feet"** means the floor area square footage reflected on the original construction building permit issued for construction of a Unit or a building of Retail Property, Office Property, Industrial Property, or Other Property and any Square Footage subsequently added to a Unit or a building of such Taxable Property after issuance of a building permit for expansion or renovation of such Unit or building.

"Taxable Property" means any Assessor Parcel within the CFD which is not exempt from the Special Tax by applicable law or Section F below.

"Unit" means a structure constructed primarily for human habitation, which may be an individual detached residential unit, an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure, or an individual apartment unit.

SECTION B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor Parcel numbers of all Taxable Property. The Administrator shall also determine: (i) within which Improvement Area each Assessor Parcel is located; (ii) whether each Assessor Parcel is Developed Property; (iii) for Developed Property, which Assessor Parcels are Single

Family Residential Property, Multi-Family Residential Property, Retail Property, Office Property, Industrial Property, and Other Property; (iv) also for Developed Property, the Unit or building Square Footage; and (v) the Special Tax Requirement.

SECTION C. MAXIMUM SPECIAL TAX

The following tables identify the Maximum Special Taxes for Taxable Property within each Improvement Area of the CFD. The Maximum Special Taxes are all subject to annual escalation as specified in Section C.46 below.

1. *Special Tax Rates, Improvement Area #1 – Bellevue Ranch East (Phases 1 & 2)*

Table 1 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #1 of the CFD.

TABLE 1
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #1 – BELLEVUE RANCH EAST (PHASES 1 & 2)

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$548 per Unit
Multi-Family Residential Property	$476 per Unit
Retail Property	$64 per 1,000 Square Feet of Building
Office Property	$59 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$64 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

2. *Special Tax Rates, Improvement Area #2 – Compass Pointe*

Table 2 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #2 of the CFD.

TABLE 2
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #2 – COMPASS POINTE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$644 per Unit
Multi-Family Residential Property	$539 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$103 per 1,000 Square Feet of Building
Industrial Property	$68 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

3. *Special Tax Rates, Improvement Area #3 - Sandcastle*

Table 3 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #3 of the CFD.

TABLE 3
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #3 - SANDCASTLE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$512 per Unit
Retail Property	$80 per 1,000 Square Feet of Building
Office Property	$76 per 1,000 Square Feet of Building
Industrial Property	$48 per 1,000 Square Feet of Building
Other Property	$80 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

4. *Special Tax Rates, Improvement Area #4 – Bright Development*

Table 4 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #4 of the CFD.

TABLE 4
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #4 – BRIGHT DEVELOPMENT

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$609 per Unit
Multi-Family Residential Property	$520 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$84 per 1,000 Square Feet of Building
Industrial Property	$54 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

5. *Special Tax Rates, Improvement Area #5 - Renaissance*

Table 5 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #5 of the CFD.

TABLE 5
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #5 - RENAISSANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$489 per Unit
Multi-Family Residential Property	$429 per Unit
Retail Property	$43 per 1,000 Square Feet of Building
Office Property	$37 per 1,000 Square Feet of Building
Industrial Property	$29 per 1,000 Square Feet of Building
Other Property	$43 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

6. *Special Tax Rates, Improvement Area #6 – Big Valley*

Table 6 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #6 of the CFD.

TABLE 6
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #6 – BIG VALLEY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$524 per Unit
Multi-Family Residential Property	$474 per Unit
Retail Property	$40 per 1,000 Square Feet of Building
Office Property	$40 per 1,000 Square Feet of Building
Industrial Property	$22 per 1,000 Square Feet of Building
Other Property	$40 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

7. *Special Tax Rates, Improvement Area #7 – Bellevue Ranch West*

Table 7 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #7 of the CFD.

TABLE 7
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #7 – BELLEVUE RANCH WEST

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$701 per Unit
Multi-Family Residential Property	$600 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$115 per 1,000 Square Feet of Building
Industrial Property	$67 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

8. Special Tax Rates, Improvement Area #8 – Intentionally Excluded

9. Special Tax Rates, Improvement Area #9 – University Park Residential

Table 9 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #9 of the CFD.

TABLE 9
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #9 – UNIVERSITY PARK RESIDENTIAL

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$643 per Unit
Multi-Family Residential Property	$544 per Unit
Retail Property	$105 per 1,000 Square Feet of Building
Office Property	$99 per 1,000 Square Feet of Building
Industrial Property	$64 per 1,000 Square Feet of Building
Other Property	$105 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

10. Special Tax Rates, Improvement Area #10 – Tuscany

Table 10 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #10 of the CFD.

TABLE 10
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #10 – TUSCANY

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$480 per Unit
Multi-Family Residential Property	$427 per Unit
Retail Property	$35 per 1,000 Square Feet of Building
Office Property	$31 per 1,000 Square Feet of Building
Industrial Property	$23 per 1,000 Square Feet of Building
Other Property	$35 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

11. Special Tax Rates, Improvement Area #11 - Provance

Table 11 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #11 of the CFD.

TABLE 11
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #11 - PROVANCE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$638 per Unit
Multi-Family Residential Property	$542 per Unit
Retail Property	$101 per 1,000 Square Feet of Building
Office Property	$96 per 1,000 Square Feet of Building
Industrial Property	$61 per 1,000 Square Feet of Building
Other Property	$101 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

12. *Special Tax Rates, Improvement Area #12 – Promenade*

Table 12 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #12 of the CFD.

TABLE 12
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #12 – PROMENADE

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$438 per Unit
Multi-Family Residential Property	$401 per Unit
Retail Property	$14 per 1,000 Square Feet of Building
Office Property	$12 per 1,000 Square Feet of Building
Industrial Property	$10 per 1,000 Square Feet of Building
Other Property	$14 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

13. *Special Tax Rates, Improvement Area #13 – Alfarata Ranch Unit 2*

Table 13 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #13 of the CFD.

TABLE 13
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #13 – ALFARATA RANCH UNIT 2

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$593 per Unit
Multi-Family Residential Property	$471 per Unit
Retail Property	$116 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$80 per 1,000 Square Feet of Building
Other Property	$116 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

14. *Special Tax Rates, Improvement Area #14 – Franco*

Table 14 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #14 of the CFD.

TABLE 14
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #14 – FRANCO

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$504 per Unit
Multi-Family Residential Property	$430 per Unit
Retail Property	$57 per 1,000 Square Feet of Building
Office Property	$49 per 1,000 Square Feet of Building
Industrial Property	$40 per 1,000 Square Feet of Building
Other Property	$57 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

15. *Special Tax Rates, Improvement Area #15 – Cottages*

Table 15 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #15 of the CFD.

TABLE 15
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #15 – COTTAGES

Type of Property	*Maximum Special Tax Fiscal Year 2003-04*[1]
Single Family Residential Property	$631 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$87 per 1,000 Square Feet of Building
Office Property	$86 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$87 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

16. Special Tax Rates, Improvement Area #16 – Tuscany East

Table 16 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #16 of the CFD.

TABLE 16
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #16 – TUSCANY EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$572 per Unit
Multi-Family Residential Property	$486 per Unit
Retail Property	$77 per 1,000 Square Feet of Building
Office Property	$70 per 1,000 Square Feet of Building
Industrial Property	$50 per 1,000 Square Feet of Building
Other Property	$77 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

17. Special Tax Rates, Improvement Area #17 – Hartley Crossings

Table 17 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #17 of the CFD.

TABLE 17
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #17 – HARTLEY CROSSINGS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$528 per Unit
Multi-Family Residential Property	$438 per Unit
Retail Property	$73 per 1,000 Square Feet of Building
Office Property	$61 per 1,000 Square Feet of Building
Industrial Property	$52 per 1,000 Square Feet of Building
Other Property	$73 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

18. Special Tax Rates, Improvement Area #18 – The Crossing at River Oaks

Table 18 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #18 of the CFD.

TABLE 18
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #18 – THE CROSSING AT RIVER OAKS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$639 per Unit
Multi-Family Residential Property	$529 per Unit
Retail Property	$110 per 1,000 Square Feet of Building
Office Property	$100 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$110 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

19. Special Tax Rates, Improvement Area #19 – Mohamed Apartments

Table 19 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #19 of the CFD.

TABLE 19
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #19 – MOHAMED APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] *Subject to annual escalation as described in Section C.46 below.*

20. Special Tax Rates, Improvement Area #20 – Sunnyview Apartments

Table 20 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #20 of the CFD.

TABLE 20
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #20 – SUNNYVIEW APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$433 per Unit
Multi-Family Residential Property	$408 per Unit
Retail Property	Not Applicable
Office Property	Not Applicable
Industrial Property	Not Applicable
Other Property	Not Applicable

[1] ***Subject to annual escalation as described in Section C.46 below.***

21. Special Tax Rates, Improvement Area #21 – University Park II

Table 21 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #21 of the CFD.

TABLE 21
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #21 – UNIVERSITY PARK II

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$691 per Unit
Multi-Family Residential Property	$548 per Unit
Retail Property	$149 per 1,000 Square Feet of Building
Office Property	$133 per 1,000 Square Feet of Building
Industrial Property	$98 per 1,000 Square Feet of Building
Other Property	$149 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

22. *Special Tax Rates, Improvement Area #22 – Moraga of Merced*

Table 22 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #22 of the CFD.

TABLE 22
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #22 – MORAGA OF MERCED

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$752 per Unit
Multi-Family Residential Property	$623 per Unit
Retail Property	$147 per 1,000 Square Feet of Building
Office Property	$140 per 1,000 Square Feet of Building
Industrial Property	$89 per 1,000 Square Feet of Building
Other Property	$147 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

23. *Special Tax Rates, Improvement Area #23 – Mission Ranch*

Table 23 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #23 of the CFD.

TABLE 23
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #23 – MISSION RANCH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$774 per Unit
Multi-Family Residential Property	$595 per Unit
Retail Property	$194 per 1,000 Square Feet of Building
Office Property	$174 per 1,000 Square Feet of Building
Industrial Property	$128 per 1,000 Square Feet of Building
Other Property	$194 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

24. *Special Tax Rates, Improvement Area #24 – Cypress Terrace (Phases 6 and 7)*

Table 24 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #24 of the CFD.

TABLE 24
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #24 – CYPRESS TERRACE (PHASES 6 AND 7)

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$728 per Unit
Multi-Family Residential Property	$606 per Unit
Retail Property	$137 per 1,000 Square Feet of Building
Office Property	$130 per 1,000 Square Feet of Building
Industrial Property	$83 per 1,000 Square Feet of Building
Other Property	$137 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

25. *Special Tax Rates, Improvement Area #25 – Cypress Terrace East*

Table 25 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #25 of the CFD.

TABLE 25
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #25 – CYPRESS TERRACE EAST

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$914 per Unit
Multi-Family Residential Property	$737 per Unit
Retail Property	$218 per 1,000 Square Feet of Building
Office Property	$209 per 1,000 Square Feet of Building
Industrial Property	$131 per 1,000 Square Feet of Building
Other Property	$218 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

26. Special Tax Rates, Improvement Area #26 – The Meadows

Table 26 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #26 of the CFD.

TABLE 26
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #26 – THE MEADOWS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

27. Special Tax Rates, Improvement Area #27 – Lantana Estates South

Table 27 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #27 of the CFD.

TABLE 27
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #27 – LANTANA ESTATES SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$834 per Unit
Multi-Family Residential Property	$700 per Unit
Retail Property	$166 per 1,000 Square Feet of Building
Office Property	$164 per 1,000 Square Feet of Building
Industrial Property	$95 per 1,000 Square Feet of Building
Other Property	$166 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

28. Special Tax Rates, Improvement Area #28 – The Meadows #2

Table 28 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #28 of the CFD.

TABLE 28
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #28 – THE MEADOWS #2

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$947 per Unit
Multi-Family Residential Property	$743 per Unit
Retail Property	$225 per 1,000 Square Feet of Building
Office Property	$215 per 1,000 Square Feet of Building
Industrial Property	$135 per 1,000 Square Feet of Building
Other Property	$225 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

29. Special Tax Rates, Improvement Area #29 – Paseo

Table 29 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #29 of the CFD.

TABLE 29
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #29 – PASEO

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,008 per Unit
Multi-Family Residential Property	$762 per Unit
Retail Property	$294 per 1,000 Square Feet of Building
Office Property	$271 per 1,000 Square Feet of Building
Industrial Property	$186 per 1,000 Square Feet of Building
Other Property	$294 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

30. *Special Tax Rates, Improvement Area #30 – Highland Park*

Table 30 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #30 of the CFD.

TABLE 30
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #30 – HIGHLAND PARK

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$650 per Unit
Multi-Family Residential Property	$557 per Unit
Retail Property	$97 per 1,000 Square Feet of Building
Office Property	$93 per 1,000 Square Feet of Building
Industrial Property	$58 per 1,000 Square Feet of Building
Other Property	$97 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

31. *Special Tax Rates, Improvement Area #31 – Mercy Hospital*

Table 31 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #31 of the CFD.

TABLE 31
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #31 – MERCY HOSPITAL

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$172 per Unit
Multi-Family Residential Property	$139 per Unit
Retail Property	$59 per 1,000 Square Feet of Building
Office Property	$62 per 1,000 Square Feet of Building
Industrial Property	$30 per 1,000 Square Feet of Building
Other Property	$59 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

32. *Special Tax Rates, Improvement Area #32 – Fahrens Park Plaza*

Table 32 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #32 of the CFD.

TABLE 32
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #32 – FAHRENS PARK PLAZA

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$988 per Unit
Multi-Family Residential Property	$889 per Unit
Retail Property	$161 per 1,000 Square Feet of Building
Office Property	$181 per 1,000 Square Feet of Building
Industrial Property	$71 per 1,000 Square Feet of Building
Other Property	$181 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

33. *Special Tax Rates, Improvement Area #33 – Mansionette Estates No. 5*

Table 33 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #33 of the CFD.

TABLE 33
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #33 – MANSIONETTE ESTATES NO. 5

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$1,130 per Unit
Multi-Family Residential Property	$957 per Unit
Retail Property	$252 per 1,000 Square Feet of Building
Office Property	$260 per 1,000 Square Feet of Building
Industrial Property	$133 per 1,000 Square Feet of Building
Other Property	$260 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

34. *Special Tax Rates, Improvement Area #34 – Northview Professional Center*

Table 34 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #34 of the CFD.

TABLE 34
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #34 – NORTHVIEW PROFESSIONAL CENTER

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$850 per Unit
Multi-Family Residential Property	$742 per Unit
Retail Property	$146 per 1,000 Square Feet of Building
Office Property	$152 per 1,000 Square Feet of Building
Industrial Property	$75 per 1,000 Square Feet of Building
Other Property	$152 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

35. *Special Tax Rates, Improvement Area #35 – Compass Pointe Apartments*

Table 35 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #35 of the CFD.

TABLE 35
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #35 – COMPASS POINTE APARTMENTS

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$543 per Unit
Multi-Family Residential Property	$479 per Unit
Retail Property	$53 per 1,000 Square Feet of Building
Office Property	$50 per 1,000 Square Feet of Building
Industrial Property	$33 per 1,000 Square Feet of Building
Other Property	$53 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

36. *Special Tax Rates, Improvement Area #36 – Merced Station*

Table 36 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #36 of the CFD.

TABLE 36
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #36 – MERCED STATION

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$580 per Unit
Multi-Family Residential Property	$483 per Unit
Retail Property	$89 per 1,000 Square Feet of Building
Office Property	$78 per 1,000 Square Feet of Building
Industrial Property	$59 per 1,000 Square Feet of Building
Other Property	$89 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

37. *Special Tax Rates, Improvement Area #37 – Reserved for Future Use*

38. Special Tax Rates, Improvement Area #38 – PG&E Merced Regional Service Center

Table 38 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #38 of the CFD.

TABLE 38
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #38 – PG&E MERCED REGIONAL SERVICE CENTER

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$4,028 per Unit
Multi-Family Residential Property	$3,572 per Unit
Retail Property	$1,007 per 1,000 Square Feet of Building
Office Property	$1,150 per 1,000 Square Feet of Building
Industrial Property	$431 per 1,000 Square Feet of Building
Other Property	$1,150 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

39. Special Tax Rates, Improvement Area #39 – Merced Gateway Park

Table 39 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #39 of the CFD.

TABLE 39
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #39 – MERCED GATEWAY PARK

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$813 per Unit
Multi-Family Residential Property	$707 per Unit
Retail Property	$138 per 1,000 Square Feet of Building
Office Property	$142 per 1,000 Square Feet of Building
Industrial Property	$73 per 1,000 Square Feet of Building
Other Property	$142 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

40. *Special Tax Rates, Improvement Area #40 – Stone Ridge South*

Table 40 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #40 of the CFD.

TABLE 40
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #40 – STONE RIDGE SOUTH

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$824 per Unit
Multi-Family Residential Property	$603 per Unit
Retail Property	$241 per 1,000 Square Feet of Building
Office Property	$211 per 1,000 Square Feet of Building
Industrial Property	$162 per 1,000 Square Feet of Building
Other Property	$241 per 1,000 Square Feet of Building

[1] *Subject to annual escalation as described in Section C.46 below.*

41. *Special Tax Rates, Improvement Area #41 – Reserved for Future Use*

42. Special Tax Rates, Improvement Area #42 – Reserved for Future Use

43. Special Tax Rates, Improvement Area #43 – Reserved for Future Use

44. *Special Tax Rates, Improvement Area #44 – Stone Ridge South Apartments (Future Annexation Area)*

The Maximum Special Taxes for Taxable Property within Improvement Area #44 will be identified at the time such property is annexed into the CFD and will be included in the unanimous approval form signed by the annexing property owner.

45. *Special Tax Rates, Improvement Area #45 – Yosemite Crossing*

Table 45 below identifies the Maximum Special Taxes for Taxable Property within Improvement Area #45 of the CFD.

TABLE 45
MAXIMUM SPECIAL TAXES
IMPROVEMENT AREA #45 – YOSEMITE CROSSING

Type of Property	*Maximum Special Tax Fiscal Year 2005-06*[1]
Single Family Residential Property	$810 per Unit
Multi-Family Residential Property	$676 per Unit
Retail Property	$161 per 1,000 Square Feet of Building
Office Property	$157 per 1,000 Square Feet of Building
Industrial Property	$94 per 1,000 Square Feet of Building
Other Property	$161 per 1,000 Square Feet of Building

[1] ***Subject to annual escalation as described in Section C.46 below.***

46. Special Tax Increases

In January 2004, and each January thereafter, all figures shown in Tables 1 through 15 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

In January 2006, and each January thereafter, all figures shown in Tables 16 through 45 above shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

SECTION D. METHOD OF LEVY

Each Fiscal Year, the Special Tax shall be levied on all Assessor Parcels of Developed Property, separately for each Improvement Area, according to the steps outlined below.

Step 1: Determine for an Improvement Area the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

Step 2: Calculate the total Special Tax revenues that could be collected from Developed Property in the Improvement Area based on application of the Maximum Special Tax rates determined pursuant to Section C above;

Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Special Tax on all Assessor Parcels of Developed Property in the Improvement Area;

Step 4: If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Special Tax Proportionately on each Assessor Parcel of Developed Property in the Improvement Area so the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

SECTION E. COLLECTION

Except as may be provided by the CFD or the City, and for delinquencies, the Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes. The Special Tax obligation applicable to an Assessor Parcel in the CFD may not be prepaid and the obligation of the Assessor Parcel to pay the Special Tax may not be permanently satisfied.

For the portion of Improvement Area #22 that was annexed into the CFD pursuant to Annexation #16, the Special Tax levy shall commence in Fiscal Year 2020-21 and for such Fiscal Year shall be based on the building permits issued by the City as of May 1, 2020.

SECTION F. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method, no Special Tax shall be levied on Public Property, except as otherwise provided in the Act.

No Special Tax shall be levied on the portion of an Assessor Parcel that constitutes Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method based on the type of property to which the Assessor Parcel is assigned.

SECTION G. INTERPRETATION

The Administrator may interpret this Rate and Method as necessary to clarify any inconsistency, vagueness, or ambiguity.

SECTION H. APPEALS

Appeals of any claim of incorrect computation of Special Tax or application of this Rate and Method may be made by the owner of an Assessor Parcel or such owner's duly-authorized representative by filing a written notice of appeal with the Administrator not later than thirty (30) days after having paid the disputed Special Tax. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner (or representative), consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision, the owner may then file a written appeal with the Council, whose decision shall be final. If the decision of the Administrator or the Council requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies) as appropriate. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

Table 1
City of Merced Services CFD Annexation #17
Project Specific Analysis
Project Land Use and Services Data

Land Use	Yosemite Crossing
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Other	
Full Landscaped Acres	0.68
Basin/Partial Landscaped Acres	0.00
Storm Drainage Miles	0.60
Bike Path Square Footage	0
Street Lights	21

Sources: City of Merced; Goodwin Consulting Group, Inc. *3/23/2021*

Table 2
City of Merced Services CFD Annexation #17
Project Specific Analysis
City Cost and Allocation Data

	Landscaping Maintenance	Storm Drainage Maintenance
Expenditures /1	$341,749	$464,196
Dwelling Unit Equivalents (DUEs)		
Residential DUEs (per Dwelling Unit)		
Single Family	1.00	1.00
Multi-Family	0.88	0.33
Non-Residential DUEs (per 1,000 SF)		
Retail	0.28	0.77
Office	0.32	0.64
Industrial	0.12	0.55
Cost Factors /2		
Landscaped Acres	17	
Storm Drainage Miles		36
Annual Cost per Acre (Full Landscape)	$26,134	
Annual Cost per Storm Drainage Mile		$16,763
Additional Cost Factors /2		
Annual Cost per Acre (Basin/Partial Landscape) /3	$19,600	
Annual Bike Path Maintenance Cost per Square Foot	$0.25	
Annual Street Light Maintenance Cost per Street Light	$136	
Annual Storm Pump Maintenance Cost		$17,680
Annual Basin Maintenance Cost		$5,200

/1 Expenditures include costs associated with the following budget categories: personnel, supplies and services, non-capital acquisitions, administrative, and interdepartmental services.

/2 A 30% factor is added to each cost to account for the effects of prevailing wage.

/3 Equals 75% of the cost per full landscaped acre.

Sources: City of Merced 2005-06 Annual Budget; City of Merced; City of Merced Public Facilities Financing Plan; DPFG; Goodwin Consulting Group, Inc.

3/23/2021

Table 3
City of Merced Services CFD Annexation #17
Project Specific Analysis
Landscaping, Street Light, and Basin Maintenance

	Yosemite Crossing
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Dwelling Unit Equivalents	98
Annual Costs	
Full Landscape	$17,800
Street Light Maintenance	$2,847
Basin/Partial Landscape	$0
Bike Path Maintenance	$0
Total Cost	$20,647
Cost per DUE	$210
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$210
Multi-Family	$185
Non-Residential (per 1,000 SF)	
Retail	$59
Office	$67
Industrial	$25
Annual Special Tax Revenue	
Residential	
Single Family	$0
Multi-Family	$8,142
Non-Residential	
Retail	$7,225
Office	$5,280
Industrial	$0
Total Revenue	$20,647

Source: Goodwin Consulting Group, Inc. *3/23/2021*

Table 4
City of Merced Services CFD Annexation #17
Project Specific Analysis
Storm Drainage Maintenance

	Yosemite Crossing
Land Uses & DUEs	
Residential (Dwelling Units)	
Single Family	0
Multi-Family	44
Non-Residential (Square Feet)	
Retail	122,718
Office	78,465
Industrial	0
Dwelling Unit Equivalents	159
Annual Costs	
Storm Drain Maintenance	$10,058
Share of Pump & Basin /1	$4,420
Total Cost	$14,478
Total Cost per DUE	$91
Special Tax Rates	
Residential (per Dwelling Unit)	
Single Family	$91
Multi-Family	$30
Non-Residential (per 1,000 SF)	
Retail	$70
Office	$58
Industrial	$50
Annual Special Tax Revenue	
Residential	
Single Family	$0
Multi-Family	$1,305
Non-Residential	
Retail	$8,594
Office	$4,579
Industrial	$0
Total Revenue	$14,478

/1 19.3% of the storm pump maintenance cost and basin maintenance cost are associated with the Yosemite Crossing project.

Sources: City of Merced; Goodwin Consulting Group, Inc. *3/23/2021*

Table 5
City of Merced Services CFD Annexation #17
Project Specific Analysis
Total Special Taxes (FY 2005-06)

Land Use	Yosemite Crossing
Citywide Services	
Residential (per Dwelling Unit)	
Single Family	$433
Multi-Family	$408
Non-Residential (per 1,000 SF)	
Retail	$0
Office	$0
Industrial	$0
Project-Specific Services /1	
Residential (per Dwelling Unit)	
Single Family	$377
Multi-Family	$268
Non-Residential (per 1,000 SF)	
Retail	$161
Office	$157
Industrial	$94
Total - All Services	
Residential (per Dwelling Unit)	
Single Family	$810
Multi-Family	$676
Non-Residential (per 1,000 SF)	
Retail	$161
Office	$157
Industrial	$94

/1 A 25% factor is added to each project specific special tax to account for a cost contingency and a sinking fund component to build a reserve for equipment and facility replacement, as well as annual administration.

Source: Goodwin Consulting Group, Inc. *3/23/2021*

City of Merced
Community Facilities District No. 2003-2
(Services)

Fiscal Year 2020-21
Maximum Special Tax Rates

Improvement Area	Single Family Residential (per Unit)	Multi-Family Residential (per Unit)	Retail (per 1,000 sq. ft.)	Office (per 1,000 sq. ft.)	Industrial (per 1,000 sq. ft.)	Other (per 1,000 sq. ft.)
1	$801.60	$696.28	$93.60	$86.30	$58.50	$93.60
2	$942.02	$788.44	$160.90	$150.66	$99.46	$160.90
3	$867.42	$748.94	$117.02	$111.16	$70.20	$117.02
4	$890.82	$760.64	$130.18	$122.86	$78.98	$130.18
5	$715.30	$627.52	$62.90	$54.12	$42.42	$62.90
6	$766.50	$693.36	$58.50	$58.50	$32.18	$58.50
7	$1,025.40	$877.66	$169.68	$168.22	$98.00	$169.68
8	N/A	N/A	N/A	N/A	N/A	N/A
9	$940.56	$795.74	$153.58	$144.80	$93.60	$153.58
10	$702.12	$624.60	$51.18	$45.34	$33.64	$51.18
11	$933.24	$792.82	$147.74	$140.42	$89.22	$147.74
12	$640.70	$586.56	$20.46	$17.54	$14.62	$20.46
13	$867.42	$688.96	$169.68	$146.26	$117.02	$169.68
14	$737.24	$628.98	$83.36	$71.66	$58.50	$83.36
15	$923.00	$801.60	$127.26	$125.80	$73.12	$127.26
16	$810.88	$688.96	$109.14	$99.22	$70.88	$109.14
17	$748.50	$620.92	$103.48	$86.46	$73.70	$103.48
18	$905.86	$749.92	$155.94	$141.76	$100.64	$155.94
19	$613.82	$578.38	N/A	N/A	N/A	N/A
20	$613.82	$578.38	N/A	N/A	N/A	N/A
21	$979.58	$776.86	$211.22	$188.54	$138.92	$211.22
22	$1,066.06	$883.18	$208.38	$198.46	$126.16	$208.38
23	$1,097.24	$843.48	$275.02	$246.66	$181.44	$275.02
24	$1,032.02	$859.08	$194.20	$184.28	$117.66	$194.20
25	$1,295.70	$1,044.78	$309.04	$296.28	$185.70	$309.04
26	$1,342.48	$1,053.30	$318.96	$304.78	$191.38	$318.96
27	$1,182.30	$992.34	$235.32	$232.48	$134.66	$235.32
28	$1,342.48	$1,053.30	$318.96	$304.78	$191.38	$318.96
29	$1,428.96	$1,080.22	$416.78	$384.16	$263.68	$416.78
30	$921.46	$789.62	$137.50	$131.84	$82.22	$137.50
31	$243.82	$197.04	$83.64	$87.88	$42.52	$83.64
32	$1,400.62	$1,260.26	$228.22	$256.58	$100.64	$256.58
33	$1,601.92	$1,356.66	$357.24	$368.58	$188.54	$368.58
34	$1,204.98	$1,051.88	$206.96	$215.48	$106.32	$215.48
35	$769.76	$679.04	$75.12	$70.88	$46.78	$75.12
36	$822.22	$684.70	$126.16	$110.56	$83.64	$126.16
37	TBD	TBD	TBD	TBD	TBD	TBD
38	$5,710.22	$5,063.78	$1,427.54	$1,630.26	$610.98	$1,630.26
39	$1,152.52	$1,002.26	$195.62	$201.30	$103.48	$201.30
40	$1,168.12	$854.82	$341.64	$299.12	$229.64	$341.64
41	TBD	TBD	TBD	TBD	TBD	TBD
42	TBD	TBD	TBD	TBD	TBD	TBD
43	TBD	TBD	TBD	TBD	TBD	TBD
44	TBD	TBD	TBD	TBD	TBD	TBD
45	$1,148.28	$958.32	$228.22	$222.56	$133.24	$228.22

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, DETACHING AREA DESIGNATED AS ANNEXATION NO. 17 OF THE CITY OF MERCED COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) FROM THE MANSIONETTE MAINTENANCE DISTRICT

WHEREAS, the City Council (the "Council") of the City of Merced (the "City"), has received a written petition (the "Petition") signed by the owner (the "Developer") of certain real property within the City (the "Property"), requesting that the City of Merced Community Facilities District No. 2003-2 (Services) (the "District) institute proceedings for the annexation of the Property into the District and the City institute proceedings for the detachment of the Property from the Mansionette Maintenance District (the "Maintenance District") effective upon annexation of the Property to the District; and

WHEREAS, the Council previously adopted Resolution No. 94-13 ordering the formation of the Maintenance District pursuant to Ordinance No. 1370 of the City and Chapter 13 of Division XIII of Title 13 of the City of Merced Municipal Code (the "Municipal Code") for the purpose of paying for the costs and expenses of maintain storm drainage systems, landscaping, street trees, irrigation, installed or to be installed, park and open space maintenance; and

WHEREAS, in order to avoid duplication of one or more service charges, the Council adopted a resolution of intention to detach the Property from the Maintenance District contingent upon the annexation of the Property into the District; and

WHEREAS, no benefit assessments had yet been levied on the Property or services provided; and

WHEREAS, notice of said intention to detach was given in the time, form and manner provided by law; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the detachment of the Property from the Maintenance District were heard and a full and fair hearing was held, and following the conclusion of the hearing a majority protest did not exist; and

WHEREAS, pursuant to the terms and provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as now and hereafter amended (the "Act"), the Council adopted Resolution No. _____ annexing the Property into the District for the purpose of financing certain public services and maintenance, including but not limited to public safety services, landscape maintenance, park and parkway maintenance, street lighting maintenance and flood control services, and other services authorized pursuant to the Act and the City's Municipal Code, which are necessary to meet increased demands placed on the City as a result of the development of the Property; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA, AS FOLLOWS:

Section 1. No Majority Protest and Annexation No. 17. The Council finds and declares that the Property has been annexed into the District and a majority protest does not exist as to the detachment of the Property from the Maintenance District.

Section 2. Detachment. The Council declares that the Property is hereby detached from the Maintenance District and no longer subject to the benefit assessments levied within the Maintenance District. The Council orders the boundary map or diagram of the Maintenance District to be amended to exclude the Property.

Section 3. Amended Map. The amended boundary map as shown on Exhibit A (the "Amended Map") is hereby approved, and pursuant to Section 3113 of the Streets and Highways Code of the State of California, the City Clerk shall, after conforming with the other requirements of Section 3113 of said Code, file the Amended Map with the County Recorder of the County of Merced not later than 15 days after adoption of this resolution.

PASSED, APPROVED AND ADOPTED this ___ day of June, 2021.

CITY OF MERCED

_____
Mayor

ATTEST:

_____
City Clerk of the City of Merced

APPROVED AS TO FORM:

_____
City Attorney of the City of Merced

STATE OF CALIFORNIA)
COUNTY OF MERCED) ss.
CITY OF MERCED)

I, _____, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City at a _____ meeting thereof held on the _____ day of June, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

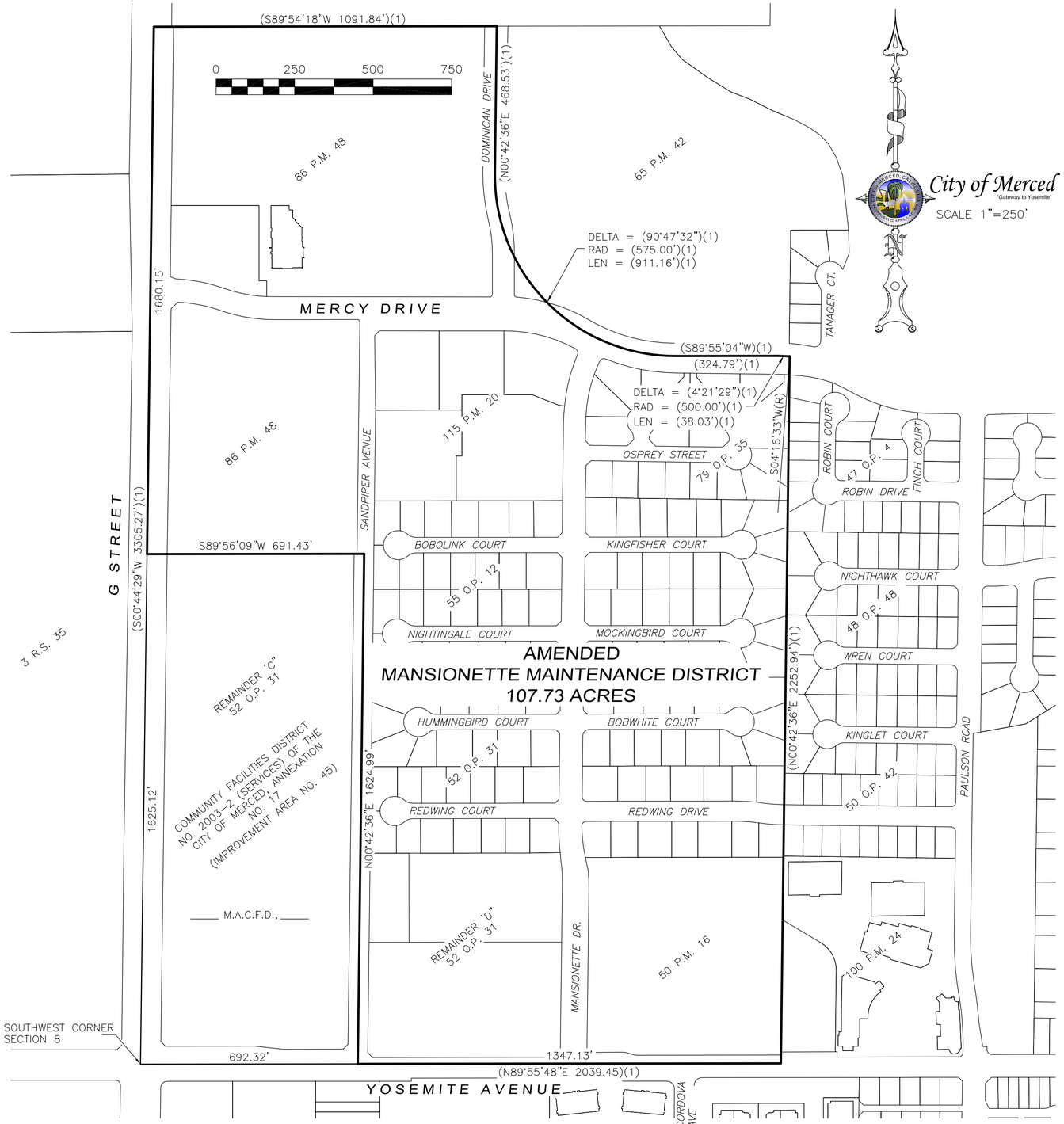
ABSENT:

ABSTAIN:

By: _____
City Clerk of the City of Merced

EXHIBIT A

AMENDED BOUNDARY MAP



REFERENCES

1. CITY OF MERCED CITY COUNCIL RESOLUTION NO. 94-6 ON FILE WITH THE CITY OF MERCED CLERK'S OFFICE.

LEGEND

M.A.C.F.D	MAP OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT.
C.F.D	COMMUNITY FACILITIES DISTRICT.
M.C.R.	MERCED COUNTY RECORDS.

CITY CLERK STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MERCED THIS _____ DAY OF _____,2021 .

_____
STEPHANIE R. DIETZ
CITY CLERK CITY OF
MERCED

I HEREBY CERTIFY THAT THE WITHIN MAPS SHOWING PROPOSED BOUNDARIES OF CITY OF MERCED COMMUNITY FACILITIES DISTRICT 10, IN THE CITY OF MERCED AND THE COUNTY OF MERCED, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCED AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF_____ , _____ 2021 , BY IT'S RESOLUTION NO. _____-_____.

_____
STEPHANIE R. DIETZ
CITY CLERK
CITY OF MERCED

CITY ENGINEER

_____
MICHAEL R. BELTRAN II, R.C.E 83916
CITY ENGINEER
CITY OF MERCED

CITY SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON _____, 2021.

_____
JOE M. CARDOSO, P.L.S. #8851

RECORDER'S STATEMENT

FILED THIS _____DAY OF _____ , _____ , AT THE HOUR OF _____ O'CLOCK _____.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGES _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MERCED, STATE OF CALIFORNIA.

MATT H. MAY
MERCED COUNTY RECORDER

DOCUMENT No. _____

FEE: _____

BY: _____
MERCED COUNTY DEPUTY RECORDER

AMENDED MANSIONETTE MAINTENANCE DISTRICT

BEING A PORTION OF SECTION 8, T. 7 S., R. 14 E., M.D.B. & M.
CITY OF MERCED, COUNTY OF MERCED STATE OF CALIFORNIA
JUNE 2021 SCALE 1"=250'

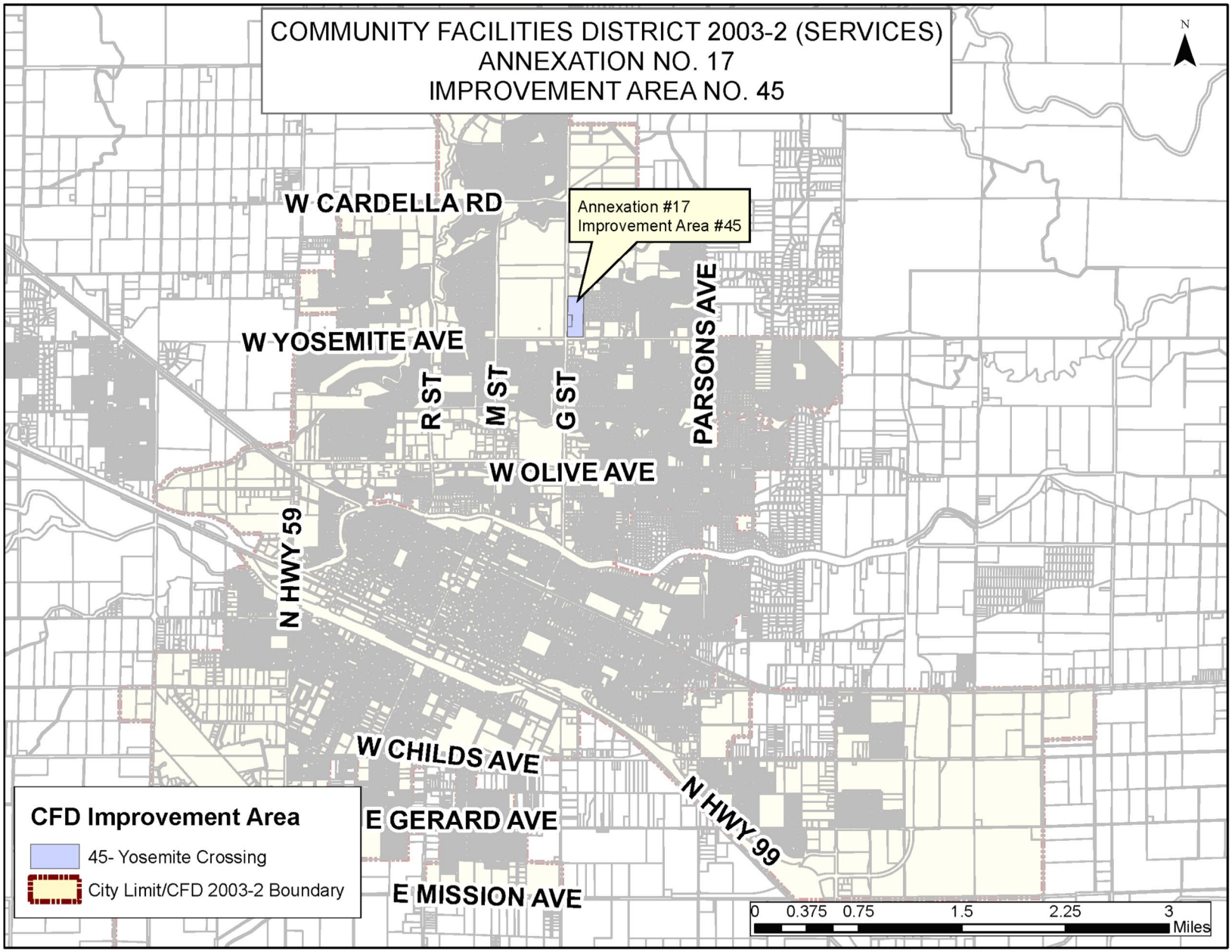
SHEET 1 OF 1

BOOK _____ PAGE _____

Community Facilities District (CFD) 2003-2 (Services)

ANNEXATION #17 -
YOSEMITE CROSSING DEVELOPMENT

City Council Meeting—June 21, 2021


COMMUNITY FACILITIES DISTRICT 2003-2 (SERVICES)
ANNEXATION NO. 17
IMPROVEMENT AREA NO. 45
N
W CARDELLA RD
Annexation #17
Improvement Area #45
W YOSEMITE AVE
R ST
M ST
G ST
PARSONS AVE
W OLIVE AVE
N HWY 59
W CHILDS AVE
N HWY 99
E GERARD AVE
E MISSION AVE
CFD Improvement Area
45- Yosemite Crossing
City Limit/CFD 2003-2 Boundary
0 0.375 0.75 1.5 2.25 3
Miles

CFD 2003-2 (Services)

- Formed in 2003.
- Covers the following services:
  - Police;
  - Fire;
  - Maintenance of:
    - Parks/Open Space
    - Landscaping
    - Storm Drain System

New Developments on vacant land are required to annex into CFD

Process for Annexation

- City's tax consultant, Goodwin & Associates calculates the Rate and Method of Apportionment (RMA) to determine cost per lot (completed).
- Developer petitions the City to Annex into CFD (accepted on June 7, 2021, by City Council).
- Deposit and Reimbursement Agreement approved by City Council on June 21, 2021.
- Council adopts Resolution of Intent (ROI) to annex property into CFD (Resolution #2021-__, adopted on June 9, 2021).

Public Hearing and Election (June 21, 2021)

- The Petitions to Annex into the CFD authorized the City to vote in the election on behalf of the property owners.
- Ballots were mailed to the City by the City's outside legal counsel (Maryann Goodkind of Norton Rose Fulbright) for the City to vote on behalf of the owners.
- The Development Services Director submitted a sealed ballot to the City Clerk.
- Public hearing will be held tonight (June 21, 2021).
- If no majority protest is heard at the public hearing, the Election will be held tonight (June 21, 2021).
- If the proposition passes with at least a 2/3 vote of the qualified voters (the landowner), the property is annexed into CFD and taxes are levied on lots after development has occurred.

Order of Proceedings for Public Hearing and Election

1. **Staff Presentation.**
2. **The Mayor announces the public hearing:**

"This is the time and place for the public hearing for the proposed Annexation No. 17 to the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "CFD"), including the proposed levy of special taxes, and all other matters discussed in the Resolution of Intention adopted on June 7, 2021.

We will receive comments and questions and any oral protest from any interested persons. When all comments have been received the hearing will be closed."

Order of Proceedings for Public Hearing and Election (Cont.)

3. **Assistant City Clerk:**

"Notice of the public hearing was given and the affidavit attesting to publication of such notice is on file in the City Clerk's office."

4. **Public Hearing Held with Oral Protests or Comments by Public, if any.**

5. **The Mayor closes the Public Hearing.**

"The public hearing is hereby closed."

6. **Questions or discussion by members of the City Council.**

Order of Proceedings for Public Hearing and Election (Cont.)

7. Provided there is no majority protest at the public hearing, the City Council may make a motion to adopt the following resolution:

Resolution #2021-__*-Determining the Validity of Prior Proceedings, Calling a Special Election within Annexation No. 17 to the Community Facilities District No. 2003-2 (Services) of the City of Merced.*

8. Hold the Election

The Mayor announces:

"At this time, I ask the Assistant City Clerk to open the ballots and, after tabulation, announce the results of the election."

Pause or break for Holding Election

9. The City Clerk opens the ballots and after reconvening the meeting, *announces the results of the election*. The Assistant City Clerk then completes a Statement of all Votes Cast and the Certificate of the Election Official.

Order of Proceedings for Public Hearing and Election (Cont.)

10. If the proposition passes with at least 2/3 vote of the qualified voters (the landowner), the Mayor then announces:

"The results of the election being in favor of the Proposition, we may now proceed with further action for the CFD."

11. The City Council makes a motion to consider adoption of the following resolutions:

Resolution #2021-__--*Canvassing the Results of the Election held within Community Facilities District No. 2003-2 (Services) Annexation No. 17.*

Resolution #2021-__-- *Annexing Annexation No. 17 to the Community Facilities District No. 2003-2 (Services) of the City of Merced and Authorizing the Levy of a Special Tax Within said Annexation No. 17.*

End of Item.

ADMINISTRATIVE REPORT

Agenda Item K.6. Meeting Date: 6/21/2021

Report Prepared by: Kimberly Nutt, Housing Program Supervisor, Housing Division, Development Services Department

SUBJECT: Public Hearing for the Introduction and Review of the Draft U.S. Department of Housing and Urban Development (HUD) 2021 Annual Action Plan; Proposed Expenditure of CDBG and HOME Funds for FY 2021-2022; and, Receipt of Public Comment During a Reduced 15-Day Public Review and Comment Period

REPORT IN BRIEF
Presentation and discussion of the Preliminary Draft of the HUD 2021 Annual Action Plan; and Public Hearing to provide the public an opportunity to comment.

RECOMMENDATION
City Council -

A. Conduct a public hearing to receive public comment regarding the Draft 2021 Annual Action Plan and proposed expenditure of CDBG, HOME, and other funds for Fiscal Year 2021-2022; and,

B. Provide comment, if any, on staff recommendations for the distribution of projects, goals, and objectives, and allocation of funding in the Draft 2021 Annual Action Plan; and,

C. Provide comment, if any, on staff recommendations regarding the Community Organization CDBG funding request applications received for Fiscal Year 2021-2022.

ALTERNATIVES
No Council Motion or Approval is necessary for this Public Hearing.

AUTHORITY
U.S. Department of Housing and Urban Development (HUD) requires, per 24 CFR 91.105, requires that participating local government jurisdictions involve citizens in the development of the Annual Action Plan and any subsequent substantial amendments; the Charter of the City of Merced, Section 405, 409, and 411 et seq of the City of Merced; and, pursuant to 24 CFR Subpart F, the City is required to submit the Council-approved Annual Action Plan to HUD for approval.

CITY COUNCIL PRIORITIES
As provided for in the 2020-21 Adopted Budget; and Council Priorities that include Future Planning,

Sustainability, Housing and Homelessness, and Agency Partnerships.

DISCUSSION

Staff is requesting that Council hold a Public Hearing to receive public comment on the Draft HUD 2021 Annual Action Plan (Attachment 1).

Additionally, staff is requesting Council recommendations regarding the Preliminary Draft Plan and the public service funding request applications received from community non-profit organizations (Attachment 2). Any requested changes will be incorporated into the Final Draft of the Plan that will be presented back to Council on July 6, 2021, at the final Public Hearing. Staff will be requesting Council's approval and permission to submit the plan to HUD after that public hearing.

Staff plans to submit the approved plan to HUD by July 15, 2021. HUD's regulatory "last day to submit" is August 15, 2021. If an Annual Action Plan is not submitted by the August deadline, the City will lose its CDBG and HOME funding for the 2021-22 year. Unlike the previous program year (2020), HUD has not issued any extension waivers for submission of 2021 plans.

Effect of the Grove Apartments Loan Payoff on 2021 Project Funding

The Grove Apartments' payoff of CDBG, HOME, and Section 108 loans in January of 2021, caused a large influx of CDBG, HOME, and Housing Successor Agency (HSA) former redevelopment LMI Asset fund program income that the City must allocate with this plan towards 2021 project funding.

The below recaps the amounts and type of funds received in the Grove payoff, the amount/type already allocated through the 2020 Annual Plan substantial amendment for Childs and B Street project funding approved by Council in May of 2021, and the amounts remaining to be allocated:

Fund Type:	CDBG	HOME	LMI Assets
Amount Received	$ 3,877,752	$ 1,468,861	$ 1,582,488
Allocated to Date	< 2,400,000 >	< 0 >	< 0 >
Payoff funds remaining:	*$ 1,477,752*	*$ 1,468,861*	*$ 1,582,488*

The next sections below discuss: 1) total combined 2021 funds available and, 2) further below, staff's recommendations for allocating funds by type of project.

2021 HUD Allocations and Total Funds Available for Project Funding

The CDBG allocation of funding for Fiscal Year 2021-2022 is expected to be $1,132,674, plus $96,000 of program income (PI) and $258,135.26 in prior-year resources. The FY 2021 HOME allocation is expected to be $548,734, with an estimated $60,000 in program income during the year and $563,203.88 in prior-year resources. Combined, the total of HUD FY2021 program allocations and other revenue will be $2,658,747.14. The Housing Division does not receive any revenue from the General Fund.

Combined with the Grove Apartments' payoff remaining funds, the below figures are the total funds

available for 2021 program funding.

Revenue/Fund type	CDBG	HOME	LMI Assets
2021 Allocation + PI	$ 1,486,809	$ 1,171,937	(N/A)
Payoff funds	$ 1,477,752	$ 1,468,861	$ 1,582,488
Total 2021 Funds available:	**$ 2,964,561**	**$ 2,640,798**	**$ 1,582,488**

2021 Public Service Project Funding

Attachment 2 provides a summary of the Public Service funding applications received for 2021, the requested funding amount, and the *tentative* funding recommendations by staff in assessing each proposed project for HUD eligibility. The Final Draft of this plan that will be presented to Council for approval at the July 6th scheduled public hearing will have staff's final recommendations, with each project having been fully assessed for HUD National Objective eligibility, federal regulation compliance, and allowed costs.

This year, the Grove payoff had a major effect on the CDBG 15% cap for public services (15% Cap = 15% of CDBG allocation + prior year program income). Therefore, the 15% cap is much higher than in normal years - which means that, once fully assessed for compliance to HUD regulations, full funding of all eligible projects funding requests should not be an issue for use of CDBG funds.

It should be noted that the 2020 CDBG funding approved in last year's plan for the amount of $4,920 for a first-time homebuyer education program is still available to use during the 2021 program year. Due to the furtherance of the pandemic this year, the program was still not achieved during 2020. If pandemic restrictions continue to lift as they have been recently, this program may see fruition during the 2021 program year.

2021 Housing Project Funding

CDBG - Acquisition & Rehabilitation projects for Permanent Supportive Housing:

For the last few recent years, both CDBG and HOME funds have helped finance two programs that purchase existing homes or duplexes/triplexes, rehabilitate/repair them, then rent them to homeless families with provision of separate case management that helps them transition from chronic homelessness to sustainable independent living. Both organizations, Sierra Saving Grace Homeless Project and the Merced Rescue Mission, have again applied for project funding for these programs, and staff is recommending full funding of their requests with CDBG funds. Additionally, due to current rising market values in a competitive "seller's market," staff is recommending additional CDBG funding be granted to their request to ensure successful acquisition/close of escrow of those properties.

HOME - Affordable Rental Housing/Apartments:

Development Services staff has been in recent discussions with two affordable rental housing developers who are looking to build affordable apartment complexes in North Merced, both of whom

have inquired about any available HOME funds that could be used towards each project. Construction of affordable housing units is an eligible use of HOME funds.

From the "Total Funds Available" table above, there will be $ 2,069,940 in HOME funds that could be used towards one or both of these projects. Additionally, separate from this Annual Plan, HUD will be issuing an over $1.9 million American Rescue Plan Act entitlement community HOME-ARP allocation and implementing instructions to the City of Merced sometime during the 2021 program year that can also be used towards construction of affordable units. And finally, the recent announcement that the City of Merced will be issued over $27 million from the U.S. Treasury through other American Rescue Plan Act funds will add additional available funding for affordable unit construction projects.

Staff is recommending that all available HOME funds go towards the construction of affordable housing units for the 2021 program year. A substantial amendment is expected to be needed sometime during the coming year to accept and allocate the pending HUD HOME-ARP and the U.S. Treasury ARP allocations, as well as Council approvals for commitment of specific funding to projects.

HSA LMI Asset Funds - Gateway Terrace II project funding:

The Housing Division has worked diligently for the last several years to get HUD's final approval on the Gateway Terrace II Apartments, a 50-unit affordable housing project that will be located on K Street between W. 12th and W. 13th Streets. The project has been important to Merced City's issue with a lack of affordable units since its inception, as it also will provide 10 units to homeless veterans.

As referenced at the April 5, 2021, affordable housing presentation by the Development Services Director, with the January 2021 Grove Apartments loan payoff that included $1,582,488 of repaid Housing Successor Agency (HSA) LMI Asset funds, the City will now be able to fully cover the overall project cost amounts the City originally committed to the project. By switching funding sources to entirely LMI Asset Funds, the project will now have the path to be able to move forward unobstructed from HUD involvement, as it will no longer involve any federal funding. The math involved is as follows:

HSA LMI Asset Fund program income received:	$ 1,582,488
Committed project costs (CDBG + HOME)	< 1,501,751 >
Remaining LMI Asset program income:	$ 80,737

The 2021 Annual Action will be the mechanism that accomplishes this change of funding source, pending HUD approval of the plan after submission following Council approval on July 6th. From there, there will be other tasks that will need to be accomplished for the project, including re-assessing total project costs due to rising costs of materials, new State Tax Equity and Fiscal Responsibility Act (TEFRA) hearings, and amendment of loan documents, before the project can actually move forward.

Lastly, it should be noted that a separate sewer and water main replacement project associated with Gateway Terrace II that was previously approved by Council will still use $250,000 of CDBG, $200,072 in Sewer Main Replacement Funds, $236,208 of Water Main Replacement funds, and

$50,000 of re-allocated CDBG funds from a previous-year project. A separate National Environmental Protection Act (NEPA) environmental review and prior-year funding has already been approved and cleared by HUD to proceed. This project will move forward in coordination with the housing project, as part of the main replacement runs through an existing city utility easement on the vacant parcel.

2021 Infrastructure Project Funding

With the Grove payoff's CDBG program income funds, staff is proposing several infrastructure projects to make effective and beneficial use of the additional CDBG funding that will remain after subtracting the suggested public service project allocations discussed above. The cost of installing and improving public infrastructure is an eligible use of CDBG funds.

A summary of suggested projects is listed at Attachment 3 and below:

- Approximately $750,000 to install missing sidewalk/curb and gutter at the southeast corner of South Canal Street and W. Childs Avenue extending east to the W. Childs Ave and S. Hwy 59 intersection to prepare the site for anticipated future development
- Approximately $350,000 to upgrade storm drain infrastructure in the Loughborough area
- Approximately $150,000 to install new curb/gutter/sidewalk at Shadowbrook Drive and Bear Creek Drive
- Approximately $75,000 to install new curb/gutter on D Street, E. 11th Street, and E. 13th Street
- Approximately 25,000 to replace sidewalk at M Street and W. 20th Street
- Remaining $393,030, plus $75,000 carryover from 2020 funds - project to be determined; or, a new water main installation project in a predominantly low-income area of the city where there are existing residential water wells in danger of drying up with the current drought.

Above all, it is imperative that all the CDBG program income received this Spring be used up, as if more than 1.5% of our CDBG fund balance is unspent by May 1st of 2022, it will negatively affect future allocations. Infrastructure projects coordinated with the Engineering Division typically include an extra 10% of the engineer's cost estimate that goes towards direct civil improvement plan design hours and for Housing staff's administrative time on each project.

With a severe drought underway and the County being under a State Drought Emergency, Staff suggests that Council consider any additional remaining CDBG funding be dedicated to the installation of new water mains and residential water line stubs in predominantly low-income areas of the city where water mains are missing and where there are still existing "grandfathered" residential water wells that have a higher potential of drying up completely with the current and ongoing drought. Likening back to previous drought years, particularly more recently in 2014, many low-income homeowners could not afford to pay the City's water connection fees where there was a water main available. In other areas, a water main was not available at all, resulting in some homeowners being forced to temporarily abandon their homes for lack of water. This assistance will be three-fold in allowing residents to stay in their homes, providing a sanitary water source, and in eliminating potential water contamination sources within the City limits by permanently sealing the dry wells.

History and Past Actions; and the Effects of the Coronavirus Pandemic on the Process :

Normally, this process is completed and final plans are approved for an "on time" submittal to HUD by May 15th of each year, which is 45 days before the start of the new program year (July 1). Late submittals, however, are accepted through the normal regulatory deadline of August 15th, annually. This has not, by any means, been a normal year, but unlike submissions of last year's plan, HUD has not waived the regulatory deadline for submission of 2021 plans nationwide. Housing staff has been in contact with HUD's Regional CPD Representative, who oversees the City's program, and taking staff's backlog under consideration, and under heavy workload themselves, have agreed upon a July 15th submittal target. This gives the CPD Rep enough time after submittal to approve the plan before the August 15th drop dead date.

Since the pandemic began in early 2020, HUD has issued waivers that give jurisdictions flexibilities of various deadlines and required processes, including citizen participation, in considering the hurdles most, if not all, grantees are facing from the additional, but necessary, workload resulting from multiple tranches of emergency funding that have come available over the last year. The latest waiver was issued on May 14, 2021, after HUD discovered a miscalculation of the CDBG allocations issued nationwide, allowing grantees to reduce their public comment periods for 2021 Annual Action Plans to no less than three days. Housing staff chose a 15-day review and comment period to accommodate more consideration to our local residents.

The Coronavirus has had a cumulative and lasting effect on the citizen participation process, outreach methods, and staff workload during the development of last year's ConPlan/Annual Plan and this year's 2021 Annual Plan. Beginning in March 2020, over one year ago, Housing staff were unable to safely hold any extensive in-person outreach meetings as the threat of spread grew in the community. As staff gained proficiency in switching to internet-based virtual outreach methods, the tasks involved in these new outreach methods also had to adapt, moving to more meeting preparation in the form of creating meeting links and social media posts, preparation of detailed presentations for online meetings, technical coordination with IT staff and language interpreters, and attendee registration lists. Together with three substantial amendments that include citizen comment and public hearing processes during the year, these overlapping tasks and continuing insufficient staffing in the Housing Division has created a snowball effect on staff capacities. Recruitment to fill the third and vacant staff position in Housing is in progress.

What is the 2021 Annual Action Plan?

In order to receive Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding from HUD each year, the City is first required to develop a Consolidated Plan, a five-year strategic plan that describes how the funds will be used, as well as evaluating local conditions in determining the City's needs for housing and other concerns, and goals and priorities in addressing those needs. The Consolidated Plan establishes the goals and objectives to be carried out through Annual Action Plans over the five-year period. Therefore, the Consolidated Plan and Annual Action Plan, between them, provide long- and short-term goals, budgets, anticipated development, and public service activity project lists for use of the HUD funding allocations granted to the City of Merced for distribution in the community.

HUD approved the 2020-2024 Consolidated Plan and First Year (2020) Annual Action Plan and

granted access to funds on March 10, 2021. Due to the late approval attributed to the multiple delays caused in part by the Pandemic, two additional outreach meetings and a resulting restarted public hearing process, and two additional Substantial Amendment public hearing and approval processes to award Third Round CARES Act funding and amend funding sources for the Childs and B Street project, Housing staff continues to working diligently to implement programs that were awarded funding last year.

The 2021 Annual Action Plan implements the second year of the 2020-2024 Consolidated Plan that was approved by Council on November 30, 2020. The 2021 plan includes a description of how this year's funding will be used to address identified objectives for housing, homelessness, and economic development.

Citizen participation in this process is crucial to a complete and thorough plan. Focus group workshops and informational meetings, announcements of project funding availability, online community needs assessment surveys, town hall meetings, and public hearings give citizens the opportunity to participate in and give input to the community's needs and this plan as it is being developed. These plans are essentially guided by the needs and the priorities expressed by residents and community stakeholders who participated in the process.

IMPACT ON CITY RESOURCES

No budget or appropriation action is required at this time.

After its initial miscalculated allocation announcement in March of 2021, HUD issued a correction notice on May 14, 2021, which notified the City of its corrected CDBG and HOME allocations for Program/Fiscal Year 2021-22, and the budget outlined in the Draft 2021 Annual Action Plan is based upon those corrected expected allocation amounts.

ATTACHMENTS

1. Preliminary Draft - 2021 Annual Action Plan
2. 2021 Project Funding Applications and Recommendations
3. CDBG - Proposed Infrastructure Improvement Projects

Preliminary Draft – 2021 Annual Action Plan

(Please note: some sections are still in progress)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2020-2024 Consolidated Plan (the "ConPlan") is a document submitted to the U.S. Department of Housing and Urban Development (HUD) that assesses and analyzes local conditions and issues related to housing, homelessness, community development, and economic development and serves as a comprehensive housing affordability strategy, community development plan, and submission for funding under any of HUD's entitlement formula grant programs spanning the period of time from July 2020 to June 2025. Utilizing a comprehensive outreach and citizen participation process, the Consolidated Plan describes priority needs of the community and develops strategies to address those needs.

The ConPlan for Housing and Community Development was established through legislation passed by the U.S. Congress in 1990. Under the Cranston-Gonzalez National Affordable Housing Act, jurisdictions that receive federal entitlement funds for housing and community development activities are required to prepare a comprehensive three- to five-year plan for using those funds. Each year, the goals and priorities of the ConPlan are carried out through Annual Action Plans and details how the City will use its funding towards the accomplishment goals laid out in the ConPlan.

This City of Merced 2021 Annual Action Plan covers the second-year goals described in the 2020-2024 Consolidated Plan and covers the period spanning July 1, 2021, through June 30, 2022, a timeframe also referred to as "the 2021 Program Year" elsewhere in this plan. The Annual Action Plan identifies various activities proposed to be funded with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and other fiscal resources to be received from HUD, as well as other sources, such as Program Income received from existing first-time homebuyer loans with the City, and City of Merced 's own resources, such as Enterprise, Housing Successor Agency (HSA), and General Funds. The City expects to receive $1,132,674 in CDBG funds and $548,734 in HOME funds, totaling $1,681,408 from HUD as entitlement formula grants during the 2021-22 fiscal year. Including anticipated and received program income, projected carryover, and CDBG and HOME entitlement formula allocations, the City has a total budget for the 2021 program year of approximately $5,605,360.78.

The entitlement formula utilizes population information, poverty level, and overcrowded housing data to establish funding allocations. The City of Merced qualifies as a Community Development Block Grant

(CDBG) entitlement City based on the grant formula. The City, the County of Merced Housing Authority, and other regional agencies coordinate their efforts to provide a balanced approach to community needs using their available resources.

Methods of Evaluation

In preparing the ConPlan, the City utilized several methods to analyze the housing and community development needs of Merced. Methods included hosting resident and stakeholder focus groups on affordable housing needs and potential housing-related policies, surveying community residents and stakeholders, surveying multi-family unit property owners, and utilizing information in several City and county planning documents. The City hosted community meetings and hearings and met with organizations as an effort to outreach to and encourage the participation of all residents, particularly low- and moderate-income residents, elderly persons and persons with disabilities. The purpose of the meetings was to inform the community about the ConPlan process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities.

Action Plan Format

In 2012, HUD released its new eCon Planning Suite with interactive tools and resources for grantees to use in the preparation of the Consolidated Plan and Action Plan in the Integrated Disbursement and Information System (IDIS). This new tool provides data from HUD-selected sources, primarily 2010 Census data and the 2014-2018 American Community Survey (ACS) data set. Despite the primary reliance on HUD-selected data sources, grantees are permitted opportunities to customize their ConPlan and Annual Plan.

COVID-19

In Spring of 2020, while completing the draft of the 2020-2024 Consolidated Plan (ConPlan), a new coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that spread globally. The first case was reported in the United States in January 2020. In March 2020, the World Health Organization declared the coronavirus outbreak a pandemic and President Trump declared the outbreak a national emergency. During the same time, the State of California declared a state of emergency, shutting down large gathering places and limiting the movement of residents. Locally, the City and County of Merced both declared a local state of emergency on March 13, 2020.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the crisis, and it was signed into law by the President on March 27, 2020. The CARES Act is an over $2 trillion economic relief package that provided direct economic assistance for American workers, families, and small businesses, and preserves jobs for industries. As part of the CARES Act, additional assistance was provided for HUD grantees, and the City received CARES Act allocation of CDBG funds (CDBG-CV funds) in Rounds 1 and 3. The City amended its 2019 Annual Action Plan after each round of allocations to include each CARES Act distribution and implement programs specific to the needs resulting from the outbreak. The City has received a total of $1,193,573, of CDBG-CV funds, and repurposed $125,239 of regular CDBG funds to be used towards combating the effects of the pandemic locally.

The crisis drastically affected the preparation of the ConPlan, requiring a re-invent of effective means of citizen participation. In Spring of 2020, the City distributed an online survey to residents, schools, community business partners, and health agencies, among others, and received 204 responses. From the survey results and town hall meetings held before the local effects of COVID-19 were felt, the City was able to see a consensus of community needs and moved forward to public hearings with a final draft plan. However, some community residents felt public outreach was insufficient, and that more residents needed to be directly heard. Following two virtual outreach meetings held in September of 2020, the City restarted a second public review and comment period and public hearings. On November 30, 2020, the City Council approved the final draft of the ConPlan, 2020 Annual Action Plan, and Analysis of Impediments to Fair Housing. However, due to the fast-approaching December 31, 2020, submittal deadline for the Consolidated Annual Performance and Evaluation Report (CAPER) and another CARES Act Substantial Amendment process immediately following, more delays for submittal and HUD approval timelines ensued. The City received HUD approval and access to 2020 program funds on March 10, 2021. The unfortunate end result is that delays in getting funding to our public service partners that help vulnerable residents has placed some programs in jeopardy of closing completely.

As a result of the ongoing crisis, the immediate needs of residents may differ from those presented in this Annual Action Plan. However, the information presented here shows trends that have been consistent over recent years in the City and will likely only prove to be amplified by the effects of COVID-19, especially the needs of very low- to low-income residents.

The American Rescue Plan of 2021

In an ongoing effort to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses, on March 10, 2021, Congress passed the $1.9 trillion American Rescue Plan of 2021 (ARP). It was signed into law by President Biden on March 11, 2021, and became Public Law 117-2. The ARP builds upon previously enacted aid measures in 2020 and early 2021, including the CARES Act, a year-end spending and aid package, and the Families First Coronavirus Response Act (FFCRA).

ARP includes funding assistance for agriculture and nutrition programs; schools; childcare; COVID-19 vaccinations, testing, treatment, and prevention; emergency rental assistance; small business assistance; direct recovery rebate payments to families; and programs for health care and transportation workers, veterans, and other targeted populations.

Specifically, housing-related aspects of the ARP that may benefit Merced residents include:

- $27 billion in Emergency Rental Assistance will be awarded to the Treasury Department, supplementing similar funding provided in the year-end appropriations.
- $10 billion for a "Homeowner Assistance Fund," also administered by the Treasury, for foreclosure protection assistance.
- $5 billion funding for "Emergency Housing Vouchers" that will provide additional rent assistance, targeted to households who are homeless, recently homeless, or fleeing domestic violence.
- $5 billion in funding, to be awarded using the 2021 HOME allocation formula, for various activities benefiting those who are homeless, at risk of homelessness, fleeing domestic violence, veterans who meet one of these criteria, and others where assistance or services would prevent homelessness or serve those with the greatest risk of housing instability.

Regarding the above last bullet point, on April 28, 2021, the City of Merced was notified that it will receive a one-time HOME-ARP allocation of $1.988,778 during the 2021 program year. Because HUD does not plan to issue implementing notices until later this year, funds were not available in time to include in this Action Plan. The funds can be used towards four eligible activities, including the production or preservation of affordable housing; tenant-based rental assistance; supportive services, including homeless prevention services and housing counseling; and the purchase or development of non-congregate shelter for individuals and families experiencing homelessness. The City intends to process a needs assessment and amendment process when those funds become available, to use towards the housing and service needs of our most vulnerable citizens.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's priority need objectives and outcomes are based on the availability of CDBG and HOME funding allocation each year. In preparing the Annual Action Plan and contemplating what types of projects will be funded, the projects and funding amounts are based on assumptions that CDBG funding,

entitlement funding distribution formulas and/or the number of HUD communities eligible to receive entitlement grants will remain constant. If any of these conditions change, projected activities and accomplishments are also subject to change.

The needs assessment that was accomplished in last year's 2020-2024 ConPlan that will help guide us over the five-year span included assessments based on community characteristics, housing market and housing needs, strategies to address homelessness and help those at risk of homelessness, and ways to bolster jobs and economic development.

Target Populations

The needs assessment that has been completed as a part of the 2021 Annual Action Plan closely mirrors that of the ConPlan and First-year Annual Plan, in identifying the following target populations, ranked in general order of placing from surveys:

- Homeless persons;
- Extremely low income and low income households (those at risk of becoming homeless);
- Special needs populations (frail elderly, victims of domestic violence/abuse, or persons with disabilities, alcohol or drug addition, or HIV/AIDS)
- Children and youth under 13
- Veterans

Barriers to Housing

Being able to locate safe, affordable housing for you and your family should ideally be a basic and barrier-free element of living in an established community like the City of Merced. However, residents who responded to the community needs survey stated that they have experienced or observed the following barriers to finding decent, safe housing, listed most experience/observed to least:

1. Cost of housing
2. Affordable housing options available only in certain locations
3. Lack of diversity in housing stock (i.e. single family homes, apartments, townhouses)
4. Lack of available units
5. Condition of housing units
6. Utility cost
7. Lack of units available to people with pets or support animals
8. Transportation or access to public transportation
9. Unit size (too few or too many bedrooms)
10. Distance to employment, schools, shopping, or services
11. Accessibility for people with disabilities or disabling conditions

12. Housing restricted based on age
13. Other experiences/observations including: not enough parking on streets/cul-de-sacs; lack of jobs to support cost of housing; not enough yard or outdoor space in housing/apartments; inefficient public transportation; supply of homes for sale limited by outside investors purchasing for rental housing; not enough senior housing options

Essential Project Types

Several types of projects were also identified as essential to the community for the 2021 program year:

- Public Infrastructure and Capital Improvements that build or improve neighborhood infrastructure and streetscapes, such as new/improved streets, water and sewer lines, sidewalks/crosswalks, and storm drainage (particularly those in low-income neighborhoods)
- Programs that increase jobs or assist new businesses, such as microenterprises
- Increased public services to area nonprofit agencies, particularly those programs that provide services for the homeless, special needs, and youth
- Permanent supportive housing for the chronically homeless
- Programs that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households

Ranked Needs and Activities by Category

Additionally, through a combination of electronic resident needs assessment survey responses, public agency consultation survey responses, virtual town hall meetings, CARES Act and other Substantial Amendment public hearings, and multiple stakeholders meetings discussions and feedback, the following needs and activities were ranked highest and most important by respondents and attendees:

- Housing– 1) Decent, safe affordable housing; 2) Repairing homes owned by households with low- to moderate-incomes; and, 3) Providing housing opportunities for people that are homeless.
- Neighborhood Improvements/Infrastructure – 1) building or improving neighborhood infrastructure and streetscapes, including water and sewer lines, streets, tree planting, sidewalks/crosswalks, and drainage 2) eliminating environmental hazards, such as litter/trash/dumped items, vacant or dilapidated buildings, and overgrown lots; and 3) upgrading parks and recreational facilities.
- Economic Development – 1) Financing projects that increase jobs; and 2) Making low-interest business development loans to people with low- or moderate-incomes; and 3) Providing financing for job training programs.

- Public Services – 1) Providing services for people that are homeless; 2) Providing services for people with special needs, like the frail elderly, victims of domestic violence/abuse, or persons with disabilities, alcohol or drug addiction, or HIV/AIDS; and 3) Providing afterschool programs and childcare for children and youth under 13, including parenting classes.
- Fair Housing Education - 37.7% of survey respondents answered that they are unaware of their rights under Fair Housing and Anti-Discrimination laws, with 46.9% answering that they are at least somewhat familiar with the laws themselves. Though this is an improvement from the same survey conducted in the last Annual Plan cycle, it shows that a deeper effort should still be made by the City and its fair housing partner organization to reach and distribute education materials to renters and landlords to promote better understanding of their protections and rights.

Additionally, from the community needs survey, the following types of projects were ranked in order of the most underfunded but with the greatest need, from highest to lowest:

1. Affordable rental housing
2. Affordable homeownership opportunities
3. Homeless prevention
4. Employment training/workforce development
5. Small business assistance (access to microenterprise grants or loans)
6. Affordable quality childcare
7. Programs for domestic violence victims or mental health and substance abuse patients
8. Sidewalks, lighting, crosswalks
9. Services for disabled persons
10. Re-entry into community by formerly incarcerated persons

Weighing Needs vs. Available Funding

While the Housing Division would like to fund all of these needed programs and projects, the reality is that the necessary funding needed will need to be secured from a variety of resources and partnerships. Given the City's relatively small CDBG and HOME allocations, funds to build enough affordable housing, large capital improvement projects, first time homebuyer assistance, or even more programs to help prevent homelessness will need to come from other sources, such as other Federal or State grants, as they become available and/or if the City successfully scores high enough to meet program guideline thresholds and funding availability. Addressing, making progress on, and ultimately striving to solve or achieve these issues, projects, and goals will take time, and some will take longer than others.

One Year and Continuing Goals

The City has identified the following goals and anticipated outcomes to accomplish through collaboration with non-profit organizations and other agencies, both year-to-year and over a span of several years:

1. Affordable Housing: the greatest housing issue the City is facing is affordable rental and homeownership housing. The topic of affordable housing and policies to encourage the development of affordable housing was a major focus of discussion by the citizens during the development of this plan, with multiple stakeholder and resident input meetings and staff presentations to Council on the topic. Accordingly, the City will proactive in looking for ways to increase the number of affordable units, whether by creating workable, custom-fit policies unique to Merced, by seeking funding opportunities and creative layering strategies, or a combination of all. Specifically, this year, we expect to further examine potential avenues to amend or create policy aimed at encouraging the development of affordable housing by outside developers. The start of the 2021 program year appears promising for affordable housing in the City of Merced. Currently under construction are 92 low-income affordable housing units as part of the larger 119-unit Childs and B Street Affordable Housing project. And, thanks to an unexpected change of ownership in January 2021 of the 2004-constructed The Grove Apartments that resulted in a large payoff of CDBG, HOME, Section 108 loan, and LMI Asset (former Redevelopment Agency) funds, the Gateway Terrace II project's 40 affordable units (plus 10 units for homeless veterans) now has funding alternatives available that, with the approval of this plan, will help rejuvenate the project and see start of construction in this program year. Moreover, as aforementioned, the City was notified by HUD in late April 2021 that the HOME program will be receiving a special allocation of American Rescue Plan HOME (HOME-ARP) funds in the amount of $1,988,778 that can be used towards production of affordable housing. In addition, the City will continue to allocate HOME funding towards Community Housing Development Organization (CHDO) projects for new construction and rehabilitation of multi-family rental unit projects. The City will also look for ways to direct its State Housing Successor Agency properties towards affordable housing development during the disposition of those properties that will likely occur during the 2021 program year.

2. Permanent Supportive Housing: during this program year, we expect to add a total of 33 units of permanent supportive units through the Childs and B Street Affordable Housing project (30 units), if the project continues to stay ahead of estimated construction timelines, and via existing partnerships with Sierra Saving Grace Homeless Project (2 units) and the Merced Rescue Mission (1 unit) for acquisition projects that will purchase, repair, and convert market rate duplex and single family residences to permanent supportive rental units. If the Gateway Terrace II Apartments project is successful with new funding strategies in continuing forward with construction, another 10 units of permanent supportive housing for homeless veterans will be added, although project completion may not occur until the following program year (2022-2023).

(continued)

3. Homeowner Housing Rehabilitated: oftentimes, low- to moderate-income individuals and families may be able to afford the initial purchase a home, but not be able to afford the large or even minor repairs that come with homeownership. Thus, over this program year, through the continuing Homeowner Rehabilitation programs with Habitat for Humanity of Stanislaus and Merced County, we expect to assist at least 6 low- to moderate-income homeowners with needed minor and/or major repairs, thereby preserving and extending the long-term livability of the homes and making them safer to live in.

4. Public Infrastructure projects: the City plans to invest approximately $1,743,030 towards infrastructure projects that will improve existing facilities or install missing elements in areas where a majority of low- and moderate-income residents live and where they are most needed, such as ADA curb upgrades in South Merced. We expect these improvements to benefit approximately 4000 residents of the City.

5. Public Services: the City anticipates the provision of approximately $196,202 in funding to assist programs that benefit low- to moderate-income individuals and families, especially those who are homeless, elderly, victims of domestic violence, and disabled. Each year, the City will work to solicit non-profit organization proposals that address the needs of the community, including life skills and job training programs to help individuals thrive and be successfully independent.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the U.S. Department of Housing and Urban Development (HUD) assesses the City of Merced's management of CDBG program funds, the City's compliance with the ConPlan, and the extent to which the City is preserving and developing decent affordable housing, creating a suitable living environment, and expanding economic opportunities. Overall, especially under the circumstances of the past year with the Coronavirus crisis and constraints on in-person meetings and large gatherings, the City has performed satisfactorily in addressing its priority needs and carrying out the programs described in the ConPlan. Though not much time has passed since receiving approval of the ConPlan/First Year Annual Action Plan and being able to implement the 2020 program year projects, the City has evaluated its performance during the last program year in order to set goals and strategies for this year.

Successes

Over the last (2015-2019) Consolidated Plan cycle and over the first year of the current 2020-2024 cycle, we have been consistently successful with the two acquisitions programs by Sierra Saving Grace Homeless Project and Merced Rescue Mission, both of which convert a range of one to three units of market rate housing to permanent supportive rental units for homeless individuals and families each year. While in 2020 both organizations got a very late start, as of the writing of this Draft 2021 Annual Action Plan, Sierra Saving Grace has successfully opened escrow on a two-unit home that, after legal conversion of the two-car garage, will be converted to a tri-plex for placement of three individuals and/or small families into permanent supportive housing. Merced Rescue Mission is currently encountering higher market rate prices in a competitive "seller's market," but is expected to make an offer on a suitable home by the end of September 2021. These two programs provide not only the benefit to the clients being served with housing and case management by the overall programs these subrecipients offer, but the surrounding neighborhoods also benefit with the aesthetic improvement and the long-term managed upkeep of the homes thereafter.

The Childs and B Affordable Housing project was able to break ground earlier this spring after a successful financing close of escrow on December 15, 2020, and is slightly ahead of the schedule to complete construction on the 119 affordable apartment units, which also include 30 units for permanent supportive housing, by late Spring of 2022. A funding source for the project was altered this Spring to use $2,000,000 of CDBG funds instead of a Section 108 Guarantee loan, after an unexpected January 2021 payoff of loans associated with The Grove Apartments supplied enough repaid CDBG funds to use towards construction of the on-site Neighborhood Facility that will be open for community use once complete. A substantial amendment to the 2020 Annual Action Plan to switch these funding sources was completed in early Spring 2021. The remainder of the CDBG fund repaid by The Grove project will be recorded as program income received during the year in this plan and will be used towards infrastructure projects in the 2021 program year.

While we were still unable to break ground on the 50-unit Gateway Terrace II Affordable Housing project during the 2020 program year, Housing Successor Agency LMI Asset funds (former Redevelopment Agency funds) were also received from January 2021 The Grove loan payoff, and will be redirected towards this project through this plan, enabling it to proceed without use of Federal funds. The City of Merced is hopeful that this is the breakthrough this project needed in order to see its successful construction over the next two years' time.

Additionally, while we experienced several severe delays during the program year and 2020 program contracts are still being implemented as a result, we did see success with several vital public service programs being able to start their programs, including the provision of operating cost assistance for a wintertime overnight homeless shelter by the Merced Rescue Mission, CDBG and Coronavirus CDBG (CDBG-CV) subsistence payments programs by Sierra Saving Grace, a CDBG-CV subsistence payment program by The Salvation Army, and CDBG-CV Food Bank Assistance to the Merced County Food Bank.

Shortcomings

While we have had encouraging success over the last year with affordable housing projects, we did not see as many Homeowner Rehabilitation projects come to fruition as we had expected. While most likely this can be attributed to the COVID-19 crisis and perhaps understandable hesitancy of both homeowners and Habitat for Humanity of Stanislaus County to start projects during this time, the need is still there. Habitat is currently working with two homeowners to begin rehabilitation projects on their homes. There is probably room for improvement in terms of making sure that those homeowners who most need the assistance are the those that we try the hardest to inform that it is there.

This year, the COVID-19 crisis has greatly exacerbated the Housing Division's continuing difficulty in consistently maintaining adequate staffing levels to match the workload, compounding the still-lingering residual effect of the economic downturn that began in approximately 2008 and resulted in City-wide downsizing, elimination of positions, and shifting the Housing Division to a complete reliance on its HUD Administration funding resources to staff the division, away from any supplemental General Fund staffing appropriations. The tumultuous 2020 year with the COVID-19 crisis, involving staff working from home through mid-May of 2020, three substantial amendment processes and related work occurring over the course of the year, and associated delays in ConPlan/Annual Plan approvals increased the workload and strain on existing staff during this time. The delays in implementing 2020 programs has meant that no CDBG and HOME administration funding was available to reimburse the current Housing staff of two. Current staffing levels remain at two employees; however, the City has recently begun the recruitment process for the vacant third Housing staff position in anticipation of administration funds that will be available soon, as acquisition and affordable housing projects move forward. The need for more staffing was noted by members of the public during various stages of the development of the 2020-2024 Consolidated Plan.

The unfortunate side effect of the delays of the past year, current insufficient staff levels, and no extensions granted by HUD of the August 2021 regulatory deadline – though a late 30-day comment period waiver issued by HUD has helped – has created additional bottlenecks, as staff has needed to switch focus temporarily from implementation of 2020 programs to preparation of this plan.

What we learned

As the dynamic of Merced continues to change and transform from a smaller, rural metropolitan area to the more progressive, socially-active dynamic of a UC college town, we will continue to grow, seek new, and expand upon current partnerships and community organizations that will help us with outreach efforts to improve services to and more effectively connect with low-income and disadvantaged populations that exist within our community. In correlation with inconsistent staffing levels of the Housing Division over the last few program years, the ability of staff to regularly connect directly with residents and attend neighborhood and Continuum of Care meetings has slowly declined, something

that has also been compounded during the development of the Consolidated, First Year Annual Plan, and this 2021 Annual Action Plan by the difficulties put forth by the Coronavirus pandemic over the last year.

Valuable lessons were learned last program year during the development of the 2020-2024 Consolidated Plan and First-year Annual Action Plan regarding the value of our resident advocacy groups in helping us make connections to interested residents, but it also exposed the need to find new and/or better ways to reach the populations that most need the funding assistance provided through this plan. This year, we utilized social media, live streaming, and television broadcasting in holding multiple virtual resident and stakeholder meetings, social media in distributing our Community Needs Survey, direct mail to ensure that the survey went out in the monthly utility bill newsletter, and participated in two separate local radio station interviews both to distribute information to the public regarding the availability of CDBG-CV programs and to inform listeners how they could participate in the development of this plan.

What will we change to be more effective?

Recognizing that ways to reach residents in the community are continually changing and that most of the more efficient electronic means learned during the pandemic of reaching the public will likely stay and become part of the norm, the City will continue to look for better and deeper ways to reach a greater number of residents each year. We need to, especially, continue to make a robust commitment to a much deeper reach to low- to moderate-income residents, the general business community, and to our service and agency partners in the City, not just during the development of each Annual Plan update, but throughout the year, while keeping in mind that boots on the ground methods may still be the best, as many residents might not have access to computers or other means of getting online to answer surveys. In this way, we will be better equipped, informed, and innately able to anticipate and respond to the needs for the next year of funding, and possibly even be working on programs for the year after that in order to develop programs earlier than we have in the past. In short, we need to spend more time actively connecting so that we can truly provide to the community in the deep ways and areas that it is needed. Equivalently, we need to push and encourage our subrecipients to reach those sectors of citizens who may not know about the assistance that is available to them, as well as be more active in our City and County Continuum of Care at a staff-level so that we are an informed part of the important coordinated community conversations that are occurring.

ATTACH Current Projects and Activities spreadsheet (Table 2)

ATTACH 2021 Proposed Projects and Activities spreadsheet (Table 3)

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

City staff developed a detailed Citizen Participation Plan in 2013 that was updated in 2017 and again updated and adopted by City Council in 2020, the latter in response to the receipt of funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act to include citizen participation procedures during times of federal, state, and local disaster declarations. The Citizen Participation Plan outlines the way the City communicates with residents regarding the use and expenditure of HUD funds.

Citizens were engaged through virtual community meetings, in-person and virtual resident and stakeholder meetings on specific topics such as affordable housing and affordable housing policy, surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the Annual Action Plan, affordable housing policy considerations, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving, and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs. The City also consulted with public and private departments and agencies, and social service and non-profit organizations to understand the community's needs and available resources. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

Citizens were encouraged to participate in two virtual community workshops, virtual presentations and question/answer sessions on affordable housing policy and potential strategies to encourage the construction of more affordable housing, as well as two Public Hearings.

At various times through the COVID-19 crisis nationwide, HUD has issued specific waivers to grantees of regulatory requirements related to minimum citizen participation and public review and comment periods requirements. The latest waiver was issued on May 14, 2021, by the HUD Office of Community Planning and Development (CPD), as a result of an earlier discovery of an error in the formula calculations for the CDBG program. Accordingly, HUD provided the waiver to address the error by allowing grantees to change their public comment periods from the normal minimum 30 days to no less than three days for the preparation of the 2021 Annual Action Plan. In reducing the comment period to a minimum of three days, HUD is balancing the need to quickly assist communities while continuing to provide reasonable notice and opportunity for citizens to comment on the proposed uses of CDBG funds. The City of Merced chose to move forward with a 15-day comment period from June 8, 2021, to June 22, 2021.

Meetings, Public Outreach, Consultation, and Comment Periods

Information was disseminated, outreach and consultation was accomplished, and meetings and comment periods were held as noted below:

- Virtual Town Hall Meetings: February 11 and February 18, 2021
- Public Hearing for Substantial Amendment to 2019 Annual Action Plan: February 16, 2021
- Affordable Housing Policy Stakeholder Meeting: March 24, 2021
- Community Needs Survey: March 10, 2021 - April 30, 2021
- KYOS Broadcast Radio Spot: "Community Conversation" interviews with City Staff; air dates March 27 and April 10, 2021
- Virtual Resident and Public Service Community Outreach Meetings: March 30 and March 31, 2021, 5:30 p.m.
- Inclusionary Zoning Community Presentation: April 8, 2021
- Notice of Funding Availability (NOFA) for Non-Profit Program Funding Requests: April 15, 2021, 5:30 p.m.
- 2021 Public, Governmental, Business, Health, and Service Agency Virtual Consultation survey: May 26 - June 4, 2021
- Public Review and Comment Period: June 8 - June 22, 2021
- Public Hearings: June 21 and July 6, 2021; 6:00 p.m.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

As required by HUD, in the preparation of the 2021 Annual Action Plan, citizens were engaged through virtual community meetings, community needs surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the 2024-2024 ConPlan and the 2021 Annual Action Plan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving, and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs.

During the preparation of the Annual Action Plan, an electronic Housing and Community Needs Survey (available for survey takers to read and answer in multiple languages, including English, Spanish, Hmong, French, German, Chinese, and many others) was administered. Direct links and QR Reader Codes for the electronic version of the survey was placed on the City's Website and were mailed directly to utility bill customers to receive with their utility bills. Links were also placed on the City's Instagram and Facebook social media accounts and reposted several times throughout the survey period. During virtual outreach meetings that were livestreamed on social media and on cable television government access channels, the links and QR codes were shown on the screen, and staff encouraged residents watching from their devices and televisions to take the survey from the convenience of their home. Staff also encouraged listeners to go to the Housing Division website for the survey links during two radio interview spots by

the KYOS radio station. Additionally, paper flyers advertising the survey were distributed at customer service areas in City Hall. A total of 101 respondents participated in the survey. All responses were submitted in English, even though over 5% of respondents stated they spoke primarily Spanish, and 3% spoke primarily Hmong. 26% of respondents stated they were of Hispanic or Latino origin. 10% of respondents were Asian, 5% were Black/African American, and 70% were White/Caucasian. 35.7% of respondents answered that their income levels were in the very low- to moderate-income ranges. 22% of respondent stated that, in the last two years, they were unable to afford needed repairs or improvements to their homes, 19% stated that they have had difficulty paying their utility bills, and nearly 11% had experienced homelessness. 42% answered that they spend more than 30% of their household income on housing costs.

(continued)

The City held two virtual community workshops, where attending residents and community members had the opportunity to have focused discussion on issues and different topics within the community. Each workshop focused on different topics such as resident concerns, housing, economic development, and social services, but attendees were welcome to raise any issues affecting the Plan at all meetings. Additionally, these televised and live-streamed meetings informed the public that CDBG funds would be made available to eligible projects and provided application process information, application dates, and contact information for questions.

Additionally, 2 separate virtual meetings specifically focused on the topic of affordable housing and solutions to encouraging more affordable housing were held.

A total of two public hearings were held. During these public meetings, residents and council members were asked to identify any other community needs and priorities before the draft Annual Action Plan was finalized and approved.

The following is a list of some topics covered during the above-mentioned meetings and hearings:

- Programs and services to respond to high levels of poverty especially in south Merced
- High burden of utility costs for lower income households
- Limited job opportunities is a concern
- Homelessness is a concern. Veterans, youth, and the chronic homeless were specific sub-populations discussed
- Supportive housing for homeless
- More affordable housing and better public transportation for seniors is needed
- Affordable housing policy
- Housing vouchers
- Land use zoning

- Rent control and protections
- Homeowner rehabilitation programs
- Substandard housing
- Housing trust and land funds
- Job training programs

A separate substantial amendment to the 2020 Annual Action Plan was undertaken during the Spring of 2021 to change funding sources for the Childs and B Street Affordable Housing Project after a large payoff of prior CDBG, HOME, and Housing Successor Agency (HSA) LMI Asset funds related to The Grove Apartments was received in January 2021. At the related meetings held for this matter, including the Public Hearing held on May 3, 2021, the public was informed that additional funds received from this payoff would be directed towards 2021 programs through the 2021 Annual Plan process. All public comments from these meetings and public hearings were accepted and answered.

ATTACH 2021 PUBLIC COMMENT SUMMARIES:

- Town Hall Meeting #1 & #2
- Virtual Community Input Meeting #1 & #2 Notes
- Affordable Housing Policy Stakeholder Focus Meeting Notes
- Affordable Housing/Inclusionary Zoning Community Discussion meeting notes
- Public Hearing Meeting Notes - Childs & B Street Affordable Housing Project – Substantial Amendment to 2020 Action Plan to Amend Funding Sources
- Public Review and Comment Period Notes
- Public Hearing #1 Comments
- Public Hearing #2 Comments

Community Needs Survey

During the preparation of the Annual Action Plan, an electronic Housing and Community Needs Survey (available for survey takers to read and answer in multiple languages, including English, Spanish, Hmong, French, German, Chinese, and many others) was administered. Direct links and QR Reader Codes for the electronic version of the survey was placed on the City's Website and were mailed directly to utility bill customers to receive with their utility bills. Links were also placed on the City's Instagram and Facebook social media accounts and reposted several times throughout the survey period. During virtual outreach meetings that were livestreamed on social media and on cable television government access channels, the links and QR codes were shown on the screen, and staff encouraged residents watching from their devices and televisions to take the survey from the convenience of their home. Staff also encouraged listeners to go to the Housing Division website for the survey links during two radio interview spots by the KYOS radio station. Additionally, paper flyers advertising the survey were distributed at customer service areas in City Hall. A total of 101 respondents participated in the survey. All responses were submitted in English, even though over 5% of respondents stated they spoke primarily Spanish, and 3%

spoke primarily Hmong. 26% of respondents stated they were of Hispanic or Latino origin. 10% of respondents were Asian, 5% were Black/African-American, and 70% were White/Caucasian. 35.7% of respondents answered that their income levels were in the very low- to moderate-income ranges. 22% of respondent stated that, in the last two years, they were unable to afford needed repairs or improvements to their homes, 19% stated that they have had difficulty paying their utility bills, and nearly 11% had experienced homelessness. 42% answered that they spend more than 30% of their household income on housing costs.

6. Summary of comments or views not accepted and the reasons for not accepting them

See attached for a summary of comments received during community outreach. All public comments were accepted.

ATTACH SUMMARY

7. Summary

Based on the 2020-2024 Consolidated Plan's public participation process and review of regional data and reports (i.e. Housing Element and Continuum of Care Homeless Survey), Merced has the following housing and community priorities to address over the five-year ConPlan period ending June 30, 2025:

- Affordable Rental Housing
- Provide support services for the City's residents with an emphasis on at risk youth, the homeless, and services to seniors
- Fair Housing
- Job Creation and Job Training
- Neighborhood Revitalization with an emphasis on South Merced
- To preserve, rehabilitate, and enhance existing public facilities and infrastructure

The needs and priorities expressed from residents through the preparation of this 2021 Annual Action Plan, which carries out the second year of the ConPlan, closely resemble those listed above.

As a result of the published Notice of Funding Availability (NOFA), letters notifying over 115 organizations of the availability of funding, a Non-Profit Organization information meeting on April 15, 2021, and an application period held from April 1 – April 2, 2021, the following funding applications were received:

LIST APPLICATIONS

Local public agencies and non-profits were assisted and also given the opportunity to spend time discussing community goals and needs. Some goals include providing permanent supportive housing, job training, and funding services for homeless. In some instances, groups discussed youth, lack of adequate housing, and housing for multiple income and groups (at-risk youth, veterans, seniors, & the area's homeless population).

At the June 21, 2021, Public Hearing, staff asked the City Council to consider and discuss the various applications received that request 2021-22 funding, a process which helps to guide staff in the development of the final Annual Plan budget and its funded activities and goals. Councilmembers were asked to prioritize the funding requests based on the expressed needs and funding preferences of the community as a whole during this process.

As a result of City Council and public comment prioritization guidance, the following organizations will receive funding through CDBG, HOME, or other available funding for the 2021-22 Annual Plan year, in no particular order:

LIST funding

City Council approved the Final Draft of the 2021 Annual Action Plan on _____ and adopted Resolution #_____. Council also approved submission of the 2021 Annual Action Plan to HUD prior to the deadline of July 15, 2021.

HUD's final regulatory deadline for submission of the Action Plan each year is August 15th. If HUD does not receive the City's plan submission by this date each year, the City would be ineligible to receive its grant allocation for that year, which would mean the loss of nearly $2 million in vital federal funding of community service, housing, and infrastructure programs and projects.

Please refer to the following pages for more detailed notes of the community input comments.

ATTACH 2021 PUBLIC NOTICES SUMMARY

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MERCED	Housing Division
HOME Administrator	MERCED	Housing Division

Table 1 – Responsible Agencies

Narrative (optional)

The Department of Development Services – Housing Division is responsible for overseeing the administration of the City's Community Development Block Grant and HOME Investment Partnership Program funding, including the preparation of the Annual Action Plan. The Director of Development Services and the Housing Program Supervisor oversees the day-to-day administration of these programs.

For National Environmental Protection Act (NEPA) reviews of projects that consider the use of the City's allocations of federal funds as a funding source, the City of Merced is the Lead Agency.

Consolidated Plan Public Contact Information

Scott McBride, Development Services Director; and,

Kimberly Nutt, Housing Program Supervisor

Housing Division, City of Merced

678 W. 18th Street

Merced, CA 95340

(209) 385-6863

Email: housing@cityofmerced.org

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Under Merced's Council-Manager form of government, the City Council appoints and provides policy direction to the City Manager, who is responsible for administering the City's daily operations. As the elected legislative body of the City of Merced, the City Council has overall responsibility for the scope, direction, and financing of City services. In setting policy, the City Council works closely with citizen advisory commissions and committees, considers staff information and recommendations, and receives comments from the general public during open forums, such as town hall meetings.

In the preparation of the ConPlan, the City has consulted with public and private departments and agencies and social service and non-profit organizations to understand the community's needs and available resources. The City met with several department representatives to provide information about the ConPlan and its processes. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

The City of Merced specifically contacted agencies representing persons with HIV/AIDS, homeless persons, low-income youth, victims of domestic violence and sexual assault, persons with disabilities, elderly persons, and persons with alcohol and/or substance abuse problems. Additionally, cities and governments within the region were contacted and consulted as well.

During the consultation process, the City provided detailed information about the ConPlan, the Annual Action Plan, and the CDBG process, the City's distribution of funds and current projects using the CDBG funds. Consultation participants highlighted the priority needs in general terms and specific to their target population.

The goal of the consultation process was to provide detail of the priority needs identified in the Consolidated Plan, how local agencies could best focus their programs and activities to help address those priority needs, and to explore opportunities for coordination to improve availability and access to services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The principal provider of community development and economic development programs, housing projects, and financial support will be the City of Merced. The Merced Housing Authority administers the Section 8 Voucher program and manages public housing located in the City. According to The Merced Housing Authority, funding to modernize the public housing units to ensure long-term physical and

social viability of the developments is done through the HUD yearly funded Capital Fund Program. Capital Program activities to be undertaken by the Housing Authority are identified in the Public Housing Agency (PHA) 5 Year and One-Year Action Plans. The residents are invited each year to contribute to the drafting the Housing Authority's Plan and planned use of Capital Fund monies. A resident advisory board is formed and meets monthly to review the PHA's strategy and policies for both public housing and tenant-based housing. The City works closely with the Merced Housing Authority to qualify Merced residents for Section 8 Housing Choice Vouchers. The City provides information on the availability of Section 8 programs to qualified residents.

Other key health, mental health and service agencies that the City works closely with are, Continuum of Care; Merced County Community Action Agency; Merced County Department of Mental Health; and Merced County Rescue Mission. Each is consulted during the City's ConPlan and Annual Action plan process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is an active member of the Merced City and County Continuum of Care and has helped develop the Merced City and County Continuum of Care Regional Plan to Prevent and End Homelessness. This Regional Plan is used as a template to develop the new Continuum of Care 10 year plan which will provide a series of recommendations and plans to address the needs of homeless persons and other vulnerable populations. Recommendations include:

- Continuing to follow a Housing First approach that focuses on providing housing as quickly as possible and then providing services as needed. Once a household obtains housing, a variety of services are offered following housing placement in order to help households maintain their housing. Such services are time-limited or long-term depending upon the household's need. Housing is not contingent on compliance with services. However, participants must comply with a standard lease agreement. Assistance also includes locating rental housing, relationship development with private market landlords, and lease negotiation and home-based case management which can also be time-limited or long-term depending upon the willingness and needs of the household;
- Continuing to support and identify funding sources for rapid re-housing which involves a variety of assistance that includes: short-term or medium-term rental assistance and housing relocation and stabilization services which may include mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management. Case management includes 1) on-site and off-site supportive services such as employment counseling, health care, mental health care, and access to various mainstream resources; 2) activities that help with

circumstances that may impede access to housing such as poor credit history, legal issues, and inability to negotiate manageable and appropriate lease agreements with landlords; and 3) availability to resolve housing-related crises should they occur through home visits and communication with landlord;

- Continuing to utilize a Coordinated Entry System (CES) which will cover the entire CoC and will use the Vulnerability Index/Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine the most appropriate intervention for persons experiencing homelessness: affordable housing, rapid re-housing, or permanent supportive housing. The tool will be imbedded into HMIS and will help triage clients and ensure connection to the best intervention. Access to a CES assessment will occur through street outreach and engagement as well as shelters;
- Continuing to utilize Homeless Management Information System (HMIS) for all statistical data, on-going case management records, financial assistance provided and final outcomes of assistance or housing placement.
- Continuing support of a community outreach and education campaign that will raise awareness about households at-risk of becoming homeless and provides information about resources available through homeless prevention programs.
- Continuing to develop and define partnerships between local government and nonprofit and for-profit affordable housing developers to develop additional units of permanent affordable housing for extremely low-, very low-, and low-income homeless families and individuals;
- Develop additional units of permanent affordable housing for extremely low and very low-income families and individuals over the five (5) year implementation of the Consolidated Plan;
- Develop units of permanent affordable housing for homeless veterans over the five (5) year implementation of the Consolidated Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funding. However, eligible public and private agencies are able to apply for Federal Emergency Solution Grant (ESG) through the California Department of Housing and Community Development (HCD). The City works closely with the Merced City and County Continuum of Care to establish funding policies and procedures as required by HCD. The City has a representative on the CoC Board of Directors which is the CoC entity that ensures HCD requirements which includes 1) determining how ESG funds will be allocated in that region; 2) identifying the performance standards for evaluating the outcomes of projects and activities; and 3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	MERCED COUNTY
	Agency/Group/Organization Type	Housing PHA Other government - County Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency oversees all county government operations, including the Continuum of Care, which they will continue to manage for the plan year. They were invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
2	**Agency/Group/Organization**	Merced City and County COC
	Agency/Group/Organization Type	Services-homeless Other government - County

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
3	**Agency/Group/Organization**	Housing Authority of the County of Merced
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
4	**Agency/Group/Organization**	SIERRA SAVING GRACE
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provides various services to homeless individuals and individuals/families at risk of becoming homeless within the community. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
5	**Agency/Group/Organization**	MERCED RESCUE MISSION
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization works with multiple service providers and provides homeless services within the community. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
6	**Agency/Group/Organization**	Greater Merced Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Business Support and Advocacy
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.

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7	**Agency/Group/Organization**	MERCED LAO FAMILY
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Service-Fair Housing Business Leaders Services - Translation/Cultural/Social
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provides invaluable Hmong and other Southeast Asian language translation services to the resident, service, and business community. The City of Merced uses this organization to translate all published notices and advertisements, at all public hearings, and at all community outreach meetings held in preparation of this plan. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.

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8	**Agency/Group/Organization**	ALLIANCE FOR COMMUNITY TRANSFORMATIONS
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provides services to victims of domestic violence, sexual assault, and human trafficking. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
9	**Agency/Group/Organization**	Project Sentinel, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Service-Fair Housing

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization provides fair housing services within the community. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
10	**Agency/Group/Organization**	The Leadership Counsel for Justice and Accountability
	Agency/Group/Organization Type	Housing Services-Education Service-Fair Housing Planning organization Fair/Housing Policy Advocacy
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan. This organization also actively participated in community outreach workshops and focused meetings with City officials regarding potential housing policy strategies to encourage the construction of more affordable housing in the community.
11	**Agency/Group/Organization**	CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING
	Agency/Group/Organization Type	Housing Services - Housing Community Housing Development Organization (CHDO)
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization is an established Community Housing Development Organization and an Affordable Housing Developer. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
12	**Agency/Group/Organization**	Habitat for Humanity - Merced County
	Agency/Group/Organization Type	Housing Services - Housing

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provides housing services within the community. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.
13	**Agency/Group/Organization**	HEALTHY HOUSE WITHIN A MATCH COALITION
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services - Translation/Cultural/Social
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization provides assistance services to homeless and at-risk elderly, elderly disabled, and elderly veterans, and provides translation services to the City and community in several languages. The City utilizes this organization for speaking translation at all public hearings and public outreach meetings. This organization was invited to participate in community outreach meetings, resident and consultation needs surveys, public input meetings, and to provide comments on the draft plan.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Merced	The County of Merced is a Continuum of Care applicant and conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC, the City of Merced's Strategic Plan provides support to nonprofits that meet the social services needs of the City's residents with an emphasis on the homeless.
Housing Element	City of Merced	Based on the Regional Housing Needs Allocation (RHNA) set forth by the State of California, the Housing Element is the City's chief policy document for the development of affordable and market rate housing. Consistent with this policy document, the City will maintain and enhance the quality of existing residential neighborhoods through the BNP; and, promote and encourage fair housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Park and Open Space Master Plan	City of Merced	The City of Merced Park and Open Space Master Plan aims to improve the quality of life in Merced by assessing the community's needs in providing a larger and more comprehensive park and recreation program. The Master Plan inventories and suggests improvements for parks and recreation facilities that can be assisted with CDBG funds, many of which are in predominantly low-income and disadvantaged areas of the city.
Active Transportation/Safe Routes to School Plan	City of Merced	The Active Transportation and Safe Routes to School Plan (ATP) outlines the goals for active transportation, including goals for increasing connectivity through ADA accessibility and new sidewalk improvements. CDBG funds could be used towards some of those projects.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City participates in regional planning efforts with Merced County in the implementation of the Consolidated Plan as detailed above. We also work with the State of California Department of Fair Employment and Housing to track reported fair housing data. The City also works with the Merced County Association of Governments (MCAG) to address various ways to meet the State of California's Regional Housing and Needs Assessment Goals (RHNA) for regional housing assisting low to moderate income residents and housing matters of significance to all communities.

While the goal to provide sufficient affordable housing units within our community is complex, the City continues to partner with MCAG, local building industry leaders, and developers to develop creative solutions to increase the community's market and affordable housing stock.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Merced published all advertisements, public hearings, and Annual Action Plan summaries in The Merced County Times and the Merced Sun-Star newspapers, as well as the City's website. The summary described the contents and purpose of the Annual Action Plan and listed the locations where copies of the entire plan could be examined. Upon completion of the draft plan, it was available for public review and comment for a reduced 15-day comment period, as allowed per a May 14, 2021, HUD-issued regulatory waiver for public participation and comment that allowed HUD grantees to reduce their comment periods to no less than three days when preparing their 2021 Annual Action Plans. Copies of the Annual Action Plan were available to the public on the City's website and the City of Merced Housing Division office.

At the Town Hall meetings, the citizens had the opportunity to informally address City Council with their community concerns and requests for City budget funds through live social media posts as the meeting progressed. This gave the Housing Division and the City's executive staff the opportunity to engage with citizens during the meetings over social media. When possible, a follow-up call was made to find out if there was any additional information that the Housing Division could provide after the meeting.

Additionally, Notice of Funding Opportunity (NOFA) notices were published in the legal notice sections in the Merced Sun-Star and Merced County Times newspapers, on the City's website, and initiation letters were mailed directly to organizations, providing meeting dates and locations of when application assistance and information could be provided to public agencies and non-profit organizations. Local public agencies and non-profits were assisted and also given the opportunity to spend time to discuss their community goals and needs in a social-distanced roundtable setting in the City Council Chambers. Collaboration between community groups was encouraged.

As noted earlier, two public hearings were held with the City Council, where Housing staff presented the 2021 HUD Annual Action Plan and proposals from agencies and non-profit organizations that applied for funding. Citizens who participated in the process received extensive information about the Annual Action Plan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving, and how those funds can be used by the City. Residents were given further opportunity to provide City staff with their input on the prioritization of community needs.

The 15-day review period was held from June 8 to June 22, 2021. During the 15-day public review period, the City received written comments from _____and citizens who wrote in support of programs that will receive grant funding. These comments are summarized in the attached public comment summary.

Community Surveys were also administered at various public locations, including on-line on the City's website and through several social media postings. Survey participants were asked about the levels of priority for separate items that were categorized under the following community needs: Housing; Infrastructure; Neighborhood Services; Community Services; Business and Jobs; Community Facilities; and, Special Needs Services. The City received 101 survey response, 2 by non-City residents, which assisted the City in its goal setting.

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Citizen Participation Outreach

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

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1	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish and Hmong Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City published an internet-based Community Needs Survey to collect feedback from the public on community needs, priorities, and fair housing issues. The survey was open online in multiple languages, including Spanish, Hmong, German, French, and Chinese, from March 10, 202, through April 30, 2021. The English survey received 101 responses, with no other responses in any of the other language options. 26% of survey respondents identified as Hispanic, with 5.1% of respondents answering that their primary spoken language is Spanish.	Feedback revealed significant concerns with a lack of affordable housing, the need for more jobs, increasing homelessness, and needed infrastructure repair such as street lighting and sidewalks.	No responses were rejected. 2 of the 101 respondents stated that they were not residents living within the City of Merced city limits. Their responses were accepted due to the proximity of Merced to other smaller communities such as Atwater, El Nido, Livingston, and Planada, where many of Merced's workforce commute in from, and there are a few "County pockets" located within the City. Many County residents use City facilities such as parks and shop in downtown areas, so therefore are given a voice to where funding is needed.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			3% of respondents answered that their primary spoken language is Hmong. Persons of Asian descent accounted for 10.1% of respondents, and persons identifying as Black/African-Americans made up 5% of respondents.			

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2	Internet Outreach	Minorities Non-English Speaking - Specify other language: English, Spanish, and Hmong Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Due to the continuing COVID-19 pandemic combined with the need to find other ways to reach residents in an increasingly digitally-connected society, the City used social media heavily this year to reach residents. Flyers with links to the Community Needs Survey were posted in English and Spanish on the City's Facebook and Instagram pages. All town halls, public input meetings, and public hearings were live-streamed to Facebook Live, including the focused discussions regarding affordable housing policy. In-person public hearings and	Housing staff monitored all comments posted to these meetings to gather any that could be included into needs assessment and other community conversation efforts.	No comments were rejected that were relevant to the meeting topics.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			all community input and affordable housing stakeholder meetings were available for translation in Spanish and Hmong.			

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Comment Period	Non-targeted/broad community	The draft 2021 Annual Action Plan was published for comment to solicit feedback from community residents. The comment period was open from June 8, 2021, through June 22, 2021, on a 15-day comment period, as allowed per a May 14, 2021, HUD-issued waiver of the regulatory 30-day comment period to no less than three days. Public comment notices were published in English, Spanish, and Hmong.	See summary of public comments received in the plan attachments.	No comments were rejected.	

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4	Public Hearing	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community	The City actively encouraged low- and moderate-income residents, persons of color, persons with disabilities and non-English-speaking residents to attend community meetings and hearings by making them available in Spanish and Hmong. In accordance with the Citizen Participation Plan, the City provided access and assistance to all residents. This includes: interpreters for non-English-speaking citizens; information provided through workshops, churches, the school district, and local community centers; and utilize sites for the public meetings	See summary of public comments received in attachment.	All comments made at the public hearings were accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			that are accessible for persons with disabilities (locations were limited due to COVID-19). All public hearings and meetings were held at convenient and accessible locations that accommodate persons with disabilities, including online to accommodate the needs for social distancing. A total of 2 public hearings were held.			

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5	Public Meeting	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community	The City actively encouraged low- and moderate-income residents, persons of color, persons with disabilities and non-English-speaking residents to attend community meetings and hearings. In accordance with the Citizen Participation Plan, the City provided access and assistance to all residents. This includes: interpreters for non-English-speaking citizens; information provided through workshops, churches, the school district, and local community centers; and utilize easily-accessible virtual meeting platforms for the virtual public input meetings that	See summary of public comments received in attachment.	All comments made at the public meetings were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			are accessible for persons with disabilities, including closed-captioning. All public meetings were held at convenient times of the day and accommodated persons with disabilities, including online to accommodate the needs for social distancing. A total of 2 community input group meetings and 2 community workshops for discussions regarding affordable housing policies and strategies were held.			

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HUD has allocated to the City of Merced a total of $1,681,408 in new CDBG and HOME funds for program year 2021. Allocation of funds and assignment of priorities for funding are based upon the national goals and objectives set forth by HUD regulations, and local goals for housing and community development. Local goals, consistent with HUD regulations, focus on building up and improving the City's residents and neighborhoods. The City intends on pursuing additional funding through other local, state, and federal resources whenever possible.

The City does not anticipate a steady stream of program income from year to year over the term of the Consolidated Plan. The fluctuation in program income is due to payments received from the County of Merced through Chapter 8 - Tax default property sales and unanticipated loan payoffs through the year. To the greatest extent possible, program income received from the repayment of Rehabilitation loans, First Time Homebuyer loans, and residual receipt payments will be reprogrammed for loan activities in those same or similar programs from which the funds were originally provided. If additional program income funds are received that are not automatically re-programmed, specific projects will be identified during a mid-year technical or substantial amendment process.

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Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,132,674	96,000	2,180,595	3,409,269	3,660,168	The City will receive an $8,790 increase in CDBG grant funding over last fiscal year. Program income in the amount of $96,000 is anticipated in years 3 through 5 of this plan.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	548,734	60,000	3,249,357	3,858,091	1,808,328	The City will receive a $6,094 increase in HOME grant funding over last fiscal year. Program income in the amount of $60,000 is anticipated in years 3 through 5 of this plan
Other	public - local	Multifamily rental new construction	700,507	0	0	700,507	0	The City of Merced's Housing Successor Agency (HSA) LMI Asset Funds will repay $307,913.40 of CDBG and $392,593.55 of HOME funds that were previously expended on the Gateway Terrace II Apartments, for a total of $700,506.95. Another $801,244.21 of HSA LMI Asset Funds will replace the remaining HOME and CDBG funding previously committed to the project in prior years.

Table 5 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will attempt to use HOME Funds, Grants, and other funding when appropriate to meet the objective of the Annual Action Plan. The City does add local funds (including unexpended CDBG funds from prior years if available) to further support the organizations and individuals receiving CDBG funding.

The City emphasizes the need to leverage Federal, State and local resources to local organizations when requesting funding for programs. These efforts have been fruitful, and projects funded under CDBG and HOME have substantially exceeded accomplishments that could be achieved from federal funds alone. Although there is no official match requirement in the CDBG program, in most cases, other funds, such as private funds received through donors or fundraising activities, commercial loans, Gas Tax funds, and non-federal funds, are used to supplement and defray project costs. HOME funds require a 25% match, and ESG funds require a dollar-for-dollar match.

Federal match requirements apply to the City's HOME funds. The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-Federal dollars. In the past, redevelopment Low and Moderate Income Housing funds were the City's primary source for leveraging or providing matching funds for the City's Housing programs. With the dissolution of redevelopment agencies in California, the City no longer receives this funding. However, the City has remaining LMI Asset funds remaining, after sale of former Redevelopment Agency-owned properties over the last few years (described further below). The City still maintains an excess in match requirement from previous fiscal years, currently in the amount of $_____, which will fulfill the City's HOME match requirements for many years. Even though the City has fulfilled the HUD match requirement, the Housing Division continues to develop HUD Match Eligible projects.

The City utilizes additional Federal, State, and Local funding sources, combined with funds received from HUD Community Planning and Development (CPD), for large multi-family developments, as well as providing financial assistance for First Time Homebuyers.

Below is a list of some non-HUD grants the City continually applies for or partners with non-profit organizations for when available:

Federal Programs: Rental Assistance Program (Section 8 Housing Choice Voucher Program), Supportive Housing Program (SHP), National Housing Trust Fund, and Project Based Section 8.

State Programs: Low-Income Housing Tax Credits (LIHTC), Mental Health Services ACT (MHSA), Cal-Home Program, The California Housing Finance Agency (CalHFA), Multi-Family Housing Program (MHP), Emergency Housing Assistance Program (EHAP), Affordable Housing Program (AHP), Affordable Housing and Sustainable Communities Program (AHSC), No Place Like Home (NPLH), the Housing Related Parks Program (HRP), and the 2017 Housing Funding Package (SB2 Funding).

Local Programs: Central California Alliance for Health, City Density Bonus Program, and loans from the Conventional Lending Industry.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Housing Division was designated as the Successor Housing Agency (HSA) overseeing approximately nine (9) vacant properties and over $1.4 million of money that may be used to support additional affordable housing projects over the next five to ten years. These properties and funds must be used to further the goal of the City in the development of additional affordable housing units.

Pending Disposition of Properties

For the past two years, City staff had considered a concept of using these properties to place multiple cottage homes on the properties, in an effort to increase housing units in Merced. The concept received positive feedback, and staff is now looking to contribute the land through long-term, low-cost land leases to qualified non-profit or for-profit developers to build affordable housing with income limits up to 80% of Area Median Income (AMI) on the sites. Since the properties belong to the HSA, they are exempt from the Surplus Properties Land Act requirements, pursuant to Government Code 54221(f)(1)(A).

A Request for Proposals for these affordable housing development opportunities was released on April 1, 2021, with a deadline of May 20, 2021. The City received 9 proposals from various organizations, and is currently evaluating them. The City plans to move forward with this project during the 2021 program year.

Discussion

In addition to the entitlement allocations the City receives from HUD, the Housing Division also manages numerous other grants and programs within the community.

The following funds and programs continue to generate income from the loans and are included in

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the Fiscal Year 2021-22 budget:

- LMI Housing Assets (Local)
- Cal HOME 06/12 (HCD)
- HOME 92/93/94 (HCD)
- NSP 3 (HUD)

Local funding sources (non-Federal) budgeted in Fiscal Year 2021-22 include:

- LMI Housing Assets (Local)
- Water Enterprise Funds
- Sewer Enterprise Funds

These are local funding sources budgeted as part of the overall 2021-22 Housing Division budget. Except for activity regarding the Gateway Terrace II project discussed further in this section, these other funding sources were not included as part of the anticipated resources in the HUD Annual Plan since they are a non-federal funding sources. The non-federal funding sources were necessary to assist the Housing Division finance the "fiscal gap" of various projects, thereby allowing them the ability to move forward.

HUD-Eligible Projects funded with non-federal funding sources include:

- Gateway Terrace II: Approximately $450k of Water and Sewer Enterprise Funds
- First Time Home Buyer Program: Approximately $265K for CalHome Programs
- Acquisition of Blighted Property: Approximately $200k from LMI Housing Assets
- Homeowner Rehabilitation: Approximately $265k from HOME (HCD) 92/93/94

CHECK AMOUNTS ABOVE

<u>HSA LMI Asset Fund Activities - Gateway Terrace II</u>

The City anticipates the use of local non-Federal funding from the City's Housing Successor Agency (HSA) during the 2021-22 Annual Plan period. As a result of the refinance and pay off of loans for The Grove project in January of 2021, the City received a large repayment of HSA LMI Asset Funds (former Redevelopment Agency funds), which are required to be used towards housing projects for low- to moderate-income residents. During the 2021 year, these funds will be used to repay previously expended CDBG and HOME funds the 50-unit affordable/permanent supportive Gateway Terrace II project, which has been stalled since January of 2020. Following HUD approval of this plan, those repaid funds will in turn become available resources under both the CDBG and HOME programs for eligible projects and expenses. The additional funding is provided in the 2021-22 Annual Plan as an Expected

Resource.

In support of the Gateway Terrace II project, additional funding from the HSA LMI Asset Fund will need to be pledged for the remaining project costs. Those will require separate action by the City Council. This additional funding was previously contemplated using CDBG and HOME funds. However, the receipt of LMI Asset Funds in January allows the project to be entirely switched to local funding, freeing up HUD funding for other eligible activities and projects.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Improve Public Infrastructure & Facilities	2020	2024	Non-Housing Community Development	City Wide	Expand/Improve Public Infrastructure & Facilities	CDBG: $1,743,030	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
2	2B Increase Affordable Housing Opportunities	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	HOME: $3,289,232 HSA LMI Asset Fund: $700,507	Rental units constructed: 150 Household Housing Unit
3	2C Provide Assistance for Supportive Housing	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $900,000	Housing for Homeless added: 3 Household Housing Unit
4	3A Provide Vital Services for LMI Families	2020	2024	Non-Homeless Special Needs	City Wide	Public Services & Quality of Life Improvements	CDBG: $196,202	

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	4A Provide Homeless Prevention & Support Services	2020	2024	Homeless	City Wide	Homelessness Housing and Support Services	CDBG: $38,000	
6	5 Enhance Fair Housing Knowledge and Resources	2020	2024	Non-Homeless Special Needs	City Wide	Public Services & Quality of Life Improvements	HOME: $30,000	Public service activities other than Low/Moderate Income Housing Benefit: 85 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Improve Public Infrastructure & Facilities
	Goal Description	The City will improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance. The City will also expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers, and parks and recreation facilities.
2	**Goal Name**	2B Increase Affordable Housing Opportunities
	Goal Description	The City will work to increase homeownership and rental opportunities for LMI households through new construction of homeowner and rental housing.

3	**Goal Name**	2C Provide Assistance for Supportive Housing
	Goal Description	The City will provide assistance for supportive housing for eligible residents in the City.
4	**Goal Name**	3A Provide Vital Services for LMI Families
	Goal Description	Provide supportive services for low- to moderate-income households in the jurisdiction. Public services will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, health programs, as well as services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Note that fair housing counseling services under this goal will be funded with HOME Administrative funds.
5	**Goal Name**	4A Provide Homeless Prevention & Support Services
	Goal Description	The City will provide for homeless prevention and support services for the homeless population in the jurisdiction.
6	**Goal Name**	5 Enhance Fair Housing Knowledge and Resources
	Goal Description	The City will provide funding for fair housing education and resources for residents of the City of Merced.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The projects budgeted for the 2021 program year are summarized below.

The Administrative and Public Service activities identified are expected to be completed no later than June 1, 2022. The infrastructure activities identified are expected to be completed no later than the late Summer of 2022, but could potentially experience delays. The acquisition of property activities identified are anticipated in the Spring of 2022.

The City of Merced will provide activities that support one or more of the following projects during Program Year 2021.

Projects

#	Project Name
1	CDBG & HOME Direct Administration and Fair Housing (FY 21/22)
2	CDBG & HOME: Housing and Development Activities (Non-CHDO)
3	CDBG: Public Facilities and Infrastructure
4	CDBG: Public Services
5	CDBG: Indirect Administration (FY 21/22)
6	HOME: CHDO Reserves

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priority needs for the City of Merced's 2021 Annual Action Plan were determined through analysis of information gathered from a variety of sources. The City issued a NOFA and Request for Proposals, which was published on April 5, 2021, in the Merced County Times and the Merced Sun-Star newspapers. The notice requested proposals from non-profit organizations that have capacity to provide eligible public service and/or housing rehabilitation and preservation activities that will reach extremely low-income and low-income households, homeless persons, seniors and frail elderly, youth, and persons with disabilities. The City held an informational meeting on April 15, 2021, to discuss program priorities, requirements to meet HUD National Objectives, and to guide potential applicants in their program concepts. During the evaluation phase, all applications were screened to ensure the

proposed project or activity met one of the priority needs.

Most agencies do not have necessary funds to provide all services needed by the clients and have stated in their applications that without HUD funds the project or program may not be able to fully serve the client need.

In making project recommendations, consideration was given to a variety of thresholds that projects must meet to comply with CDBG requirements, including meeting one of the National objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff also took into account activity need and justification, cost reasonability and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application.

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is that there is a lack of funding to fully address all needs.

A second obstacle to meeting underserved needs is the location of many available services in the community. Housing staff works closely with the Engineering Department and regional agencies to improve access.

A third obstacle is the number of non-profits that need assistance with basic management and fiscal policies. New non-profits have formed in Merced and throughout the region, and they have small but passionate staff members and volunteers devoted to a variety of issues. Unfortunately, most new non-profits do not have the staffing capacity to meet the financial and reporting requirements of CDBG and other grant programs and may need basic assistance in setting up bookkeeping systems and applying for grants.

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	CDBG & HOME Direct Administration and Fair Housing (FY 21/22)
	Target Area	City Wide
	Goals Supported	1A Improve Public Infrastructure & Facilities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing 3A Provide Vital Services for LMI Families 4A Provide Homeless Prevention & Support Services 5 Enhance Fair Housing Knowledge and Resources
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Public Services & Quality of Life Improvements Homelessness Housing and Support Services
	Funding	CDBG: $122,867 HOME: $54,264
	Description	The project allows housing staff the ability to provide CDBG & HOME administrative services to ensure the implementation of Housing Projects. The City will use $30,000 of its HOME administration funds to fund a fair housing education, counseling, and antidiscrimination legal services program to benefit approximately 85 persons that address the City's public services goal.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The majority of administration activities will be carried out at the Housing Division office, 678 W. 18th Street, Merced, through subrecipients, collaborative agencies, or consultants, or with on-site project site visits necessary to carry out and monitor the overall program and project activities, and other sites as needed.

	Planned Activities	Admin, planning, and neighborhood training: Direct CDBG Administrative Costs: $59,867; *IDIS Matrix Code:* 21A/General Program Administration; *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.205. Direct HOME Administrative Costs: $24,873; *IDIS Matrix Code:* 21H/CDBG Funding of HOME Administrative Costs; *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.206(i)(2). CDBG: Consultant Fees reserved: $25,000; *IDIS Matrix Code:* 20/Planning; *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.205. CDBG: Administrative Support to City and County Continuum of Care: $38,000 (meets ConPlan Goal 4A – Provide Homeless Prevention Services); *IDIS Matrix Code:* 20/Planning; *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.205. HOME: Fair Housing Services: Project Sentinel, Inc. will be provided $30,000 of HOME administrative funds to carry out a Fair Housing education, counseling, and legal services program available to all Merced residents regardless of income level; *IDIS Matrix Code:* 21D-Fair Housing Services (subject to Admin cap); *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.206(c).
2	**Project Name**	CDBG & HOME: Housing and Development Activities (Non-CHDO)
	Target Area	City Wide
	Goals Supported	2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: $990,000 HOME: $3,083,926 HSA LMI Asset Fund: $700,507
	Description	Housing and development activities under this project will include CDBG and/or HOME-funded non-CHDO activities, including but not limited to: owner-occupied housing rehabilitation, construction and reconstruction, increased homeownership opportunities, rental housing development, and assistance to create and support supportive housing (including acquisition with rehabilitation). These activities will benefit LMI households.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Approximately _____ low- to moderate-income homeowner-occupied homes will be rehabilitated; 2 units will be added for formerly homeless individuals and/or families; and, 1 single-family unit will be constructed for a low-income homeowner.
	Location Description	Housing activities will be conducted City-wide and will benefit LMI households.
	Planned Activities	$550,000 of CDBG funding will be expended for Sierra Saving Grace to acquire at least 2 (two) residential units for rehabilitation/repair and conversion to affordable/supportive rental housing for formerly homeless individuals or families. Amount includes 10% CDBG activity delivery costs, and the cost of rehab is included in the purchase price; *IDIS Matrix Code:* 14G/Rehabilitation: Acquisition; *National Objective Met:* LMH/Low-Mod Housing Benefit – 24 CFR 570.208(a)(3); *Eligibility:* 24 CFR 570.202(b)(1). $440,000 of CDBG funding will be expended for Merced Rescue Mission to acquire at least 1 (one) residential unit for rehabilitation/repair and conversion to affordable/supportive rental housing for formerly homeless individuals or families; amount includes 10% activity delivery costs, and the cost of rehab is included in the purchase price; *IDIS Matrix Code:* 14G/Rehabilitation: Acquisition; *National Objective Met:* LMH/Low-Mod Housing Benefit - 24 CFR 570.208(a)(3); *Eligibility:* 24 CFR 570.202(b)(1). $3,083,926 of HOME funds will be expended on multi-unit affordable rental housing projects within the City of Merced. This amount includes 10% activity delivery costs. The City is currently in discussions with developers of two projects.
3	**Project Name**	CDBG: Public Facilities and Infrastructure
	Target Area	
	Goals Supported	1A Improve Public Infrastructure & Facilities
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities
	Funding	CDBG: $1,917,332

	Description	Assistance for improving public infrastructure and facilities. The City will use CDBG funds to install new ADA returns, new/replacement storm drain, new sidewalk, and curb and gutter improvements in several areas of the City, including preparation of a commercial site at the southeast corner of Childs Avenue and South Canal Street, the Loughborough area, Shadowbrook Drive and Bear Creek, East 11th Street/ East 13th Street/D Street, and M/West 20th Street.Improvements will be within LMI Census Tracts 10.03, 10.04, 13.01, 13.02, 14.01, 15.02, 15.03, 16.01, and 17.00, and will be primarily focused in the South, Southeast, Central, East Central, and low-income areas of North Merced, that especially inhibit the mobility and accessibility of disabled and elderly persons.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Improvements and neighborhood/public facilities will benefit approximately 4,000 households or more.
	Location Description	City-wide, concentrating on Low-Income Eligible Census Tracts throughout the city.
	Planned Activities	$1,917,332 of CDBG funding will be made available for installation/reconstruction/replacement of storm drain, ADA curb returns, sidewalk and adjacent curb/gutter sections, and may include engineering plan design costs; amount includes 10% activity delivery costs; *IDIS Matrix Code:* 03L/Sidewalks; *National Objective Met:* LMA/Low-Mod Area Benefit – 24 CFR 570.208(a)(1)(i); *Eligibility:* 24 CFR 570.201(c).
4	**Project Name**	CDBG: Public Services
	Target Area	City Wide
	Goals Supported	3A Provide Vital Services for LMI Families 4A Provide Homeless Prevention & Support Services
	Needs Addressed	Public Services & Quality of Life Improvements Homelessness Housing and Support Services
	Funding	CDBG: $256,202

	Description	The City will provide supportive and vital services for low income and special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services may also include recreational programs for special needs populations, and education and health programs for special needs households. Public services for LMI will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, and health programs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The following outcomes are expected: Public Service Activities other than Low/Moderate Income Housing Benefit: _____ Persons Assisted Public Service Activities for Low/Moderate Income Housing Benefit: _____ Household Housing Units Homeless Prevention: _____ Persons Assisted *Note:* Fair Housing Education and Counseling will be a public services activity under HOME Administration in PY 2021. Approximately 85 individuals are expected to benefit from these activities.
	Location Description	City-wide

	Planned Activities	The following organizations will receive funding for public services: Harvest Time will receive $_____ for _____for homeless individual/LMI household food distribution; *IDIS Matrix Code:* 05W/Food Banks; *National Objective Met:* LMC/Limited Clientele - 24 CFR 570.208(a)(2)(D); *Eligibility:* 24 CFR 570.201(e). Sierra Saving Grace will receive $20,000 for its short-term emergency rent/mortgage/utility assistance program; *IDIS Matrix Code:* 05Q/Subsistence Payments; *National Objective Met:* LMC/Limited Clientele Activities – 24 CFR 570.208(a)(2)(B); *Eligibility:* 24 CFR 570.207(b)(4). Alliance for Community Transformations will receive $_____ for its _____ program for homeless/victims of domestic violence who are existing or potential residents of Valley Crisis Center to reduce homelessness and increase their financial stability; *IDIS Matrix Code:* _____; *National Objective Met:* LMC/Limited Clientele – 24 CFR 570.208(a)(2)(A); *Eligibility:* 24 CFR 570.201(e). Symple Equazion will receive $_____ for its _____ program for homeless and incarcerated young women. This program provides assistance towards _____. *IDIS Matrix Code:* _____; *National Objective Met:* LMC/Limited Clientele – 24 CFR 570.208(a)(2)(C); *Eligibility:* 24 CFR 570.201(e).
5	**Project Name**	CDBG: Indirect Administration (FY 21/22)
	Target Area	City Wide
	Goals Supported	1A Improve Public Infrastructure & Facilities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing 3A Provide Vital Services for LMI Families 4A Provide Homeless Prevention & Support Services 5 Enhance Fair Housing Knowledge and Resources
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Public Services & Quality of Life Improvements Homelessness Housing and Support Services
	Funding	CDBG: $122,867
	Description	To provide Indirect Administrative Services necessary to Housing Activities.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City-wide
	Planned Activities	Indirect Administrative Costs: $_____; *IDIS Matrix Code:* 21B/Indirect Costs; *National Objective Met:* N/A; *Eligibility:* 24 CFR 570.206(e).
6	**Project Name**	HOME: CHDO Reserves
	Target Area	City Wide
	Goals Supported	2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: $719,292
	Description	Each year, the City sets aside at least 15% of its HOME funds for Community Housing Development Organization (CHDO) affordable housing development activities, including new construction and rehabilitation of rental housing units.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	These activities will benefit _____ households.
	Location Description	City-wide

	Planned Activities	HOME CHDO affordable housing development activities include Rehabilitation of rental units and construction of new rental units in all areas of Merced City where existing units and vacant land is available and financing can be obtained. New rental rehabilitation projects will be funded with $_____of CHDO HOME funds. New Rental Housing Opportunities will be funded with $_____ of CHDO HOME funds.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Merced will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low and moderate income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

Merced primarily selects projects based upon housing needs and various clients served through public service activities, with most of the Federal and State funding allocations being invested in qualifying Census Tracts. Not all of the activities funded through the CDBG and HOME programs will occur within these census tracts, since some programs are community-wide.

HUD requires that, at a minimum, 70% of total funding will benefit LMI individuals and households. Each year, the City strives to far exceed the minimum, and 2021 is no exception. We expect that more than 85% of our CDBG and HOME activities will be focused to benefit residents in Eligible Census Tracts and to programs that benefit LMI individuals and families.

Geographic Distribution

Target Area	Percentage of Funds
City Wide	30

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for assigning the priority to each category was based on the identified needs expressed during the consultation and citizen participation process. In addition, priorities were determined by information gathered from the Census, the 2020-2024 ConPlan market study, and existing community documents, which include the City of Merced's current Housing Element.

It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. To create substantive neighborhood improvements and

stimulate additional, unassisted improvement efforts, the City will focus a portion of its housing-related funding in targeted low-income and special needs neighborhoods.

Discussion

The City of Merced will specifically target a minimum of 70% - with the ultimate goal being 100% - of all funding to residential areas within CDBG Income-Eligible Census Tracts within the City limit boundaries. Defined as an area in which at least 51 percent of households have an income of 80% percent or less of the Area Median Income (AMI), approximately three quarters of the City is within one of these income-eligible areas.

These tract numbers and general location descriptions are:

- Census Tract 10.03 (Loughborough Drive/Meadows Ave/Devonwood Drive – North of Bear Creek, South of Black Rascal Creek, East of Highway 59, West of R Street)
- Census Tract 10.04 (Loughborough Drive/Collins Drive/Park Avenue/Rambler Road – North of Bear Creek, South of Black Rascal Creek, East of R Street, West of G Street
- Census Tract 13.01 (West Central Merced – North of Highway 99, South/East of Bear Creek, West of M Street)
- Census Tract 13.02 (Central Merced – North of Highway 99, South of Bear Creek, East of M Street, West of G Street)
- Census Tract 14.01 (East Central Merced – North of Highway 99/Hwy 140, South of Santa Fe Railroad, East of G Street)
- Census Tract 15.02 (Upper South Merced – North of W. 9th Street, South of Highway 99/Highway 140, East of X Street/West Avenue, West of M Street)
- Census Tract 15.03 (Lower South Merced – North of West Childs Avenue, South of W. 9th Street, East of West Avenue, West of M Street)
- Census Tract 16.01 (Central South Merced – North of West/East Childs, South/West of Highway 99, East of M Street)
- Census Tract 17.00 (East South Merced – North/West of Highway 99, South of Highway 140, East of Coffee Road)

While there are several other constraints, the primary obstacle to meeting the needs of target income residents is that there is a lack of funding to fully address all the needs. Even with the limited financial resources, the City attempts to address many of the needs of the community by leveraging funds with developers and providing financing to several non-profit organizations to address the variety of community needs.

Another obstacle to meeting underserved needs is the location of many available services in the County

of Merced. The City works closely with the transit agencies to improve access, and there are hourly public transportation linkages between Merced and other communities located within Merced County and other neighboring San Joaquin Valley communities. The City has encouraged many regional non-profit organizations to operate "satellite" offices within the City of Merced.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Merced has established the following goals for its 2021 Annual Action Plan.

The City's strategies related to CDBG & HOME-funded efforts relate to providing funds for public service activities, developing partnerships with housing organizations, providing secondary financing to affordable housing developments, providing grants to homeowners, and secondary financing loans to qualified First Time Homebuyers when funding is available.

One Year Goals for the Number of Households to be Supported	
Homeless	13
Non-Homeless	0
Special-Needs	0
Total	13

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	150
Rehab of Existing Units	0
Acquisition of Existing Units	3
Total	173

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures noted above comprise of the following Program Year 2021 projects:

Homeless Households Supported:

- Gateway Terrace II - 10 units of new Permanent Supportive Housing for homeless veterans
- Sierra Saving Grace Homeless Project - 2 existing units acquired/rehabilitated and converted to Permanent Supportive Housing
- Merced Rescue Mission - 1 existing unit acquired/rehabilitated and converted to Permanent

Supportive Housing

Households Supported Through Project Types:

- Rental Assistance – Sierra Saving Grace Homeless Project: ____ households; Alliance for Community Transformations: ____ households
- Production of New Units – (AFFORDABLE HOUSING PROJECT TBD): TBD households;
- Rehab of Existing Units – TBD
- Acquisition of Existing Units – Sierra Saving Grace Homeless Project: 2 households; Merced Rescue Mission: 1 household

For 2021, the aforementioned number of households assisted relies primarily on the ability of the City to provide financial assistance to multiple non-profit organizations. These organizations are tasked with assisting individuals and households within the City of Merced. Many of these programs are designed to assist a variety of individuals through either rehabilitation of existing units or by acquiring, improving, and expanding their housing stock portfolio.

Many of these programs are funded with non-Federal resources, but will achieve the overall goal of improving and increasing the number of affordable units within our community. To help achieve this goal, the Housing Division was able to budget other funding sources as part of the overall Housing Division Fiscal Year 2021-22 budget.

AP-60 Public Housing – 91.220(h)

Introduction

There is no local City PHA, however, the City will rely on guidance from the County Housing Authority.

The Housing Authority of the County of Merced (HACM) is the public housing agency serving the City of Merced. HACM is independent of the City of Merced, and the City retains no control over their funding or implementation of programs. The Housing Authority received_____ additional Veteran's Affairs Supportive Housing (VASH) Vouchers this past year, for a total of _____VASH Vouchers being offered within the County of Merced. The City Housing Division and a local non-profit developer continue to partner with the Housing Authority of Merced County to develop future multi-family projects within the community.

Additionally, the Merced County Housing Authority continues to partner with the community's Community Housing Development Organization (CHDO) to offering additional vouchers by guaranteeing ten (10) VASH vouchers for the Gateway Terrace II Development. After the project breaks ground, applications will be accepted from eligible households with vouchers from the Housing Authority.

Actions planned during the next year to address the needs to public housing

The County of Merced's Housing Authority has implemented modifications to current public housing units, if any, in public housing based on Section 504 Needs Assessment that it completed. Please refer to the HACM Public Housing Authority Annual Plan for further information.

The Housing Division continues to partner with multiple non-profit organizations to acquire existing housing units and construct a new affordable housing units on an on-going basis.

The City has continues to address the affordable housing needs with partnerships and leveraging the fiscal resources received from HUD and other Federal and State agencies for the acquisition and development of new affordable housing units.

The following is HACM's statement of housing needs and their strategy for addressing the housing needs

of the County.

HACM Statement of Housing Needs and Strategy for Addressing Housing Needs

INSERT CURRENT STATEMENT

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACM encourages resident involvement through various methods, particularly focusing on self-sufficiency and enhancing the quality of one's own life. HACM connects residents and participants to services, activities, and other organizations that promote that vision. There are network center (including public computer centers) and community partnerships for residents to utilize. On the HACM website, resident can locate relevant services and service providers in dedicated "resident" and "resident services" sections. Additionally, HACM provides information via webpage and mail outs to participants about the status of its programs and esidents for current and future participants.

HACM encourages public housing residents to participate in policy, procedure, and program implementation and development. Public housing residents participate in the development of the HACM's five-year and annual plans. The HACM distributes a survey to prioritize resident needs and schedule short-term and long-term improvements.

The Housing Authority also offers a Homeownership Program. The following is a brief description and the success of their program.

HACM Homeownership Programs

The Authority created a Homeownership Program (HOP) for tenants residing in public housing. The Homeownership Program was established to provide an opportunity for low income families who ordinarily could not afford to buy their own homes, to do so. Families are required to meet normal eligibility requirements for public housing and must, in addition, demonstrate the potential to achieve homeownership status. Such potential involves an income which is stable and sufficient to pay operating costs and build up equity towards the required down payment. Prospective tenants are required to attend a variety of classes which include homeownership, credit counseling, home maintenance, how to maintain a loan, etc. _____ families have benefited from the program and achieved

homeownership. Currently there are_____ available homes for prospective families.

UPDATE THIS SECTION

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not designated as troubled.

Discussion

ENTER CURRENT DATA ON HAMC MISSION AND GOALS OF THE "PHA 5-Year and Annual Plan."

A wealth of information on HACM and their programs, housing resources, budgets, and financial planning and reporting is available on their website at http://www.merced-pha.com.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section provides an overview of existing housing needs in Merced. It focuses specific goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. This section also indicates the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

The City shall encourage the development of housing units for households earning 30 percent or less of the Median Family Income for Merced County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities, and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance, and expedited processing as appropriate. The City's objective shall be to encourage and facilitate construction of supportive housing units for extremely-low income housing units during the 2020-2024 planning period**.**

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations involves the funding of supportive services in Merced or regional services.

Currently, there are many homeless services available within the City of Merced. These services are managed by a variety of organizations based in the County of Merced. Many of these programs work in collaboration with the Merced County Continuum of Care, which is the County's Collaborative Applicant that oversees Emergency Shelter Grant (ESG) Funds received on a yearly basis from the California Department of Housing and Community Development (HCD). The City will continue to work closely with the Continuum of Care and other organizations to determine how the needs of the homeless population can be met. In recent years, the City has assisted Central Valley Coalition for Affordable Housing, Merced Rescue Mission, and Sierra Saving Grace with grants to either preserve existing affordable housing or add additional affordable housing units to the community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to support programs and strategies which addresses the Priority Needs of

Homeless Persons and Families. The City will financially support programs and services for the homeless through its CDBG Public Service Funding.

2021 Program funding to serve sheltered and unsheltered homeless:

1. *Harvest Time* – Food Distribution Program for Homeless and Very-Low-Income Families : this project will provide this existing homeless and LMI food distribution program with $_____ of CDBG funds, _____..

The City will also continue to direct part of its Administrative funding to assisting the Continuum of Care's costs of administering the CoC meetings and programs. Additionally, the City's strategy is to continue to support homeless service providers that work collaboratively under the Continuum of Care network through yearly funding to focused service programs, such as advocacy and case management for homeless elderly or at-risk youth. In addition, the City intends to support and complement the efforts of the County of Merced to end chronic and episodic homelessness, which include the 22 recommendations outlined in the 10-Year Plan to End Chronic Homelessness, as well as the supporting the following additional recommendations:

- RECOMMENDATION 23: Design and implement a local Coordinated Assessment System
- RECOMMENDATION 24: Design and implement a winter warming center
- RECOMMENDATION 25: Develop and implement a "balanced" plan that will effectively approach the issue of homeless encampments and other related matters
- RECOMMENDATION 26: Develop partnerships between local government and nonprofit and for-profit affordable housing developers
- RECOMMENDATION 27: Develop additional units of permanent affordable housing

A City representative regularly attends Continuum of Care homeless committee meetings, which bring together the region's homeless service providers and advocates to develop and consider the best ways to address homelessness. The meetings help to ensure that there is little duplication of services, which increases the effectiveness of a limited amount of funding between all the participating organizations.

Addressing the emergency shelter and transitional housing needs of homeless persons

State Housing Law requires that cities identify sites that can adequately accommodate emergency homeless shelters. Additionally, cities must not unduly discourage or deter these uses. Last year, with the adoption of Ordinance Nos. 1633 and 1634, the Zoning Map was amended to designate an Emergency Shelter Overlay Zone District for emergency shelters at specific sites. In addition, Municipal Code definitions related to housing, including emergency shelters, transitional housing and supportive

housing were amended such that transitional and supportive housing are residential uses subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone. These amendments were requirements of State law (SB 2).

2021 Program Funding to address emergency shelter and transitional housing needs:

1.

.

2. Emergency Shelter/Employment Training assistance:

The City will provide Alliance for Community Transformations with funding to provide _____. The VCC is an established emergency shelter for victims of domestic violence, sexual assault, and human trafficking, and works collaboratively with other agencies including the Merced County Human Services Agency, Central Valley Coalition for Affordable Housing, Central Valley Opportunity Center, New Direction, and WorkNet.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to work with a multitude of service agencies to assist homeless persons make the transition to permanent housing and independent living. There are _UPDATE_____ emergency shelter beds available, all in the City of Merced. This number of beds provides shelter to _____percent of the known homeless population. Merced County Community Action Agency – now known as Merced County Community Action Board (MCCAB) is the largest provider of emergency shelter services to Merced County's homeless, with ____ of the total _____86 beds throughout Merced County.

The Agency also operated Pacheco Place, an eight-unit/ 10-bed permanent supportive housing facility in Los Banos, opened in 2012 Pacheco Place is an apartment complex purchased in January 2012 in partnership with the Merced County Department of Mental Health. A grant award of $1,072,900 Mental Health Services Act Housing Program funds includes $400,000 for future operating costs of Pacheco Place.

In November 2010, the Merced County Department of Mental Health also applied for $287,576 in

Continuum of Care funds from HUD with which to offer permanent supportive housing in Los Banos. Known as "Project Hope Westside", a location had not yet been found by December 2011 when the Continuum of Care technical submission was due. The two projects were combined, and the $287,576 Continuum of Care award will contribute to the sustainability of Pacheco Place.

The County's Continuum of Care has begun implementing a Housing First approach and a Rapid Re-housing approach. This program, combined with the county's emergency shelter and transitional shelter bed inventory, have largely contributed to the decrease in the number of homeless persons during the past couple of years as evidenced by the results of the 2013 homeless count.

Housing First is recognized as an evidence-based best practice model by national researchers and policymakers based on years of research and implementation. The implementation of a Housing First Approach has helped jurisdictions across the country significantly reduce their homeless population.

Implementation involves moving homeless persons - including chronically homeless individuals - from the streets and directly into housing and providing wrap-around services to ensure housing stability. This approach links chronically homeless persons to permanent supportive housing which provides subsidized housing and appropriate supportive services. This approach is in contrast to a "housing readiness model" which emphasizes that a homeless individual or family must address other issues such as substance abuse and mental illness through case management in a shelter or transitional housing program prior to entering affordable permanent housing.

Permanent Supportive Housing: the January 2021 Homeless Point in Time count indicated that there were at least _____ unsheltered persons in the City of Merced, with _____ in temporary shelters, and _____ in transitional housing. With the need for permanent supportive housing part of the long-term equation to successfully transition individuals into successful, fully-independent living, the number of permanent supportive units in the City and surrounding area must catch up to the number of individuals who will need them now and in the future.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Merced will continue to work with the City and County Continuum of Care in using Housing First and Rapid Re-housing approaches that were described on previously. The 20___ homeless count and survey data revealed that ____% of the unsheltered homeless population is chronically homeless and in need of longer-term assistance such as rental assistance and wrap-around social services such as health care, employment services, mental health care, and life skills training. Thus, a Housing First approach is

needed. Conversely, the data showed that ___% of the unsheltered homeless population is not chronically homeless and will likely need shorter-term assistance, such as a few months of rental assistance, and are not as reliant on social services. Thus, a Rapid Re-housing approach is needed.

Much of the work to address some of the causes of homelessness, including behavioral health, drug treatment, and other like counseling programs are handled primarily by County-administered agencies and programs, and the vast majority of that work is best equipped to stay within those agencies, as to avoid duplication of services, but mainly due to the fact that the City does not possess the same resources as the County. However, the City can assist the overall effort with funding for other collaborative, complementary, and supporting programs that address homeless prevention in other ways.

2021 Program Funding to Address Homeless Prevention:

1. Since Program Year 2018, Sierra Saving Grace Homeless Project has successfully run a short-term (up to three months) rental assistance program for low- to moderate-income City of Merced residents who need help paying their rent. Too many of Merced's residents are living paycheck-to-paycheck and working multiple jobs just to make ends meet each month, and occasionally, these residents need help in making their rent payment so that their limited income can go towards other basic necessities such as food or clothing for their children. In this way, these at-rick households are able to avoid losing their housing and becoming homeless. In program year 2019, the rental assistance program was successfully expanded to include help with mortgages and gas/electric utilities, which will continue with $20,000 in CDBG funding for Program Year 2021.

Discussion

Continued from "Helping Homeless Persons" above:

2021 Program Year funding to continue to address deficiencies in supportive housing needs includes the following projects:

- Sierra Saving Grace Homeless Project: with CDBG and HOME program funds, this project will acquire a single-family or duplex residence from the open housing market at fair market rates, rehabilitate and repair it to safe and lead-free housing standards, then will rent to formerly homeless individuals and families and provide case management by the organization and its community service partners. Through the provision of funding for this purpose from year-to-year by the City of Merced, market rate housing is successfully being converted to permanent

supportive housing stock.

Merced Rescue Mission: with CDBG program funding, this project will acquire a single-family residence from the open housing market at fair-market rates, rehabilitate and repair it to safe and lead-free housing standards, then will rent to formerly homeless families with children and provide case management by the organization and its community service partners. Through the provision of funding for this purpose from year-to-year by the City of Merced, market rate housing is successfully being converted to permanent supportive housing stock.

Other:

In March of 2020, the City Council approved a Memorandum of Understanding with multiple County Agencies to establish a Homeless Court Program (HCP), a collaboration that will allow homeless and formerly homeless individuals to resolve outstanding eligible pre- and post-judgement criminal cases and/or infractions, in the interest of promoting public and individual safety and self-sufficiency. The HCP will help address the unique needs of the homeless population's legal challenges, which oftentimes hinder an individual's ability to re-establish themselves into employment and housing. The HCP is designed to reward those who have made significant progress in improving their situation by providing them access to additional community and court resources. Eligible cases for the HCP include both infraction and misdemeanor traffic and criminal fines. Staff support will be provided by the City Manager and City Attorney's office on behalf of the City of Merced and, initially, Merced County staff will facilitate and implement the administrative functions of the program.

The City does not administer the Housing Opportunities for Persons With AIDS (HOPWA) Program, but there is coordination and contact with the Merced Continuum of Care to provide services to individuals with AIDS within the City and County.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The development industry is faced with a variety of constraints in the construction of new housing. These constraints limit the number and increase the cost of housing units, which are constructed and may be loosely classified as governmental and non-governmental, although there is a strong interrelationship between these factors.

Federal, State, and local government policies and regulations can positively or negatively impact the availability and affordability of housing. Local governments have little or no influence upon the national economy or the Federal monetary policies that influence it. Yet these two factors have some of the most significant impacts on the overall cost of housing. The local housing market, however, can be encouraged and assisted locally. Part of the housing element's purpose is to require local governments to evaluate their past performance in this regard. By reviewing local conditions and regulations that may impact the housing market, the local government can prepare for future growth through actions that protect the public's health and safety without unduly adding to the cost of housing production. The analysis in this section does not include Federal or State policies or regulations that cannot be impacted by local government actions.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing, as well as promote housing for special needs populations. These include providing regulatory incentives, density incentives, and several other measures to affordable housing developers. These programs are described in more detail in the City's Housing Element.

Programs the Housing Division is funding within the 2021 HUD Annual Action Plan that are designed to reduce the barriers to Affordable Housing include:

- Fair Housing Services provided by a neutral party (Project Sentinel).
- Rental Deposit Assistance for homeless and at-risk households (Sierra Saving Grace).
- Continuance of prior year program funding for forgivable loans to homeowners needing health and safety repairs to their property (Habitat for Humanity of Stanislaus County).
- Public service programs designed to assist homeless individuals.
- Acquisition of property for permanent supportive housing (programs propose acquiring a minimum of one property in FY 2021).

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

Efforts to Remove Constraints for First Time Home Buyers

It can be difficult for Very Low, Low, and Moderate income first-time homebuyers to acquire sufficient savings and income to pay for a down-payment, closing costs, monthly mortgage, and tax and insurance payments. To address this problem, the City's Housing Program administers the First Time Homebuyer Program (FTHB), a special low-interest, deferred-payment loan program designed to provide "silent" second mortgages of up to $35,000, funded by the Home Investment Partnerships Program (HOME). Applicants must demonstrate financial need and pre-approval for a first mortgage; the second mortgage will be financed as a three-percent-interest, 5-year deferred loan payment.

The Housing Program also administers a down-payment assistance program funded by Cal Home funds. The conditions of this loan are similar to the FTHB program described above with the exception that the home purchased must be a home that has been foreclosed upon within the City of Merced.

Efforts to Remove Constraints for Low-Income Homeowners to Maintain Safe Housing

The City considers safe housing a priority for all citizens. Unfortunately, many low-income homeowners are unable to make needed repairs to maintain safe housing. In an effort to remove the financial constraints faced by these homeowners, the City's Housing Program administers a Housing Rehabilitation Program funded by Community Development Block Grant (CDBG) funds. Through this program, homeowners can obtain a low-interest loan to make necessary repairs to their homes. In some cases, the homes are in such disrepair that it is more cost effective to demolish the existing home and reconstruct a new home.

The term, or payoff period, is usually 20 years for an amortized loan. The City also offers deferred payment loans. A deferred payment loan is one in which interest accumulates, but the borrower does not make any payments. In order to qualify for a deferred payment loan, the property must be owner-occupied and their entire housing cost is in excess of 30 percent of their household income.

Efforts to Provide Fair Housing

This is an on-going series of activities undertaken by the City of Merced's Housing Program to ensure that low and moderate-income households receive maximum benefit from the funds received by their local government. This area of activity includes constant attention to good communication between various service providing agencies in the community, knowledge of market conditions and forces that drive good policy decisions regarding the use of resources, and constant evaluation of program efforts. It also refers to the monitoring of the City's *Analysis of Impediments to Fair Housing Choice.*

Discussion:

2021 Program Funding to Provide Fair Housing Activities:

1. A total of $30,000 in HOME administrative funds will be spent in FY 2020 on Fair Housing activities, including a contract with Project Sentinel to provide fair housing services for the residents of Merced. This is an annual program and provides tenant and landlord counseling, complaint-based investigations, legal services, and community-wide fair housing education and information. Project Sentinel will emphasize education of general housing rights to low-income tenants and housing providers, including property owner, managers, and property management companies.

Actions and 2021 Program Funding to help remove constraints for First-Time Home Buyers:

1. Though the City has been unable to obtain new funding for the above programs in recent years, the City does receive a trickle of these funds back each year as program income, as existing loans are paid off or refinanced by previous FTHB program clients. Since the City now has enough of this program income to process approximately 5-10 new loans, the Housing Division intends to open up funding for a limited number of loans in the first part of Program Year 2021. The Division has kept a waiting list of potential income-qualified clients since the last funding was fully exhausted approximately three years ago.

2. Oftentimes, residents looking to buy their first home lack the knowledge of what steps they need to take in buying a home, what types of loans may be available to them, or obstacles such as language barriers may be a factor in where and how they can obtain that knowledge. The entire buying process can be intimidating if the knowledge is inaccessible to them, and they may then believe that renting is their only housing option. First Time Home Buyer (FTHB) education to low- and moderate-income households is very important in helping these residents and in helping to free up rental units for others that need them. For the 2021 Program Year, the City will continue to pursue use of previously allocated 2020 funding towards FTHB education classes. This program was not able to be implemented in Program Years 2019 and 2020.

2021 Program Funding for Low- to Moderate-Income Homeowners to Maintain Safe Housing:

1. TBD

Many of the City's efforts to foster and maintain affordable housing relate to the Housing Element. The City updated the Housing Element in 2015, which was subsequently certified by the State in 2016. Community input from public meetings substantiated much of what the Housing Authority and Housing Element had reported - that housing is still lacking for senior citizens, foster youth who are aging out, and special needs adults. With identified areas of need, this and future plans will work

toward addressing these specific populations.

Additionally, the City has conducted a review of public policies as a part of its 2020 Analysis of Impediments to Fair Housing (AI) to determine actions that may impede the development of affordable housing. This review is found in Section 4 of the AI, which can be found on the City's website at www.cityofmerced.org.

AP-85 Other Actions – 91.220(k)

Introduction:

The section will describe the City's planned actions to carry out the following strategies outlined in the Consolidated Plan:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

In addition, the City will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

Overall, Merced has several priority housing and community needs it plans to address over the next five years:

- To preserve, rehabilitate and enhance existing neighborhoods, and housing as applicable with an emphasis on South and Central Merced;
- Create neighborhood revitalization opportunities within targeted areas of the City.
- Provide support services for the City's residents with an emphasis on the homeless and services to seniors;
- Ensure that all housing programs are available without discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, age, household composition, income, size, disability or any other arbitrary factor;
- To address to City's significantly high unemployment rate with economic development;
- To preserve, rehabilitate, and enhance existing public facilities

It is the mission of the City to use resources to assist with businesses, job development, and the provision of safe, affordable housing. In short, we will do our part to maintain Merced as a community its residents are proud to call "home". Given the aforementioned 6 priorities, the City identified five

main goals:

- Provide decent affordable housing
- Maintain and promote neighborhood preservation
- Support special needs programs and services
- Construct or upgrade public facilities and infrastructure
- Facilitate the Construction of Permanent Supportive Housing
- Improve accessibility
- Economic Development

2021 Program Funding to Replace Existing Public Infrastructure:

1. UPDATE WITH INFRASTRUCTURE PROJECTS TO ELIMINATE ARCHITECTURAL BARRIERS

Actions planned to foster and maintain affordable housing

The City of Merced with support the development and maintenance of affordable housing through several planned projects during the 2021-2022 Action Plan Year. These projects include:

- UPDATE WITH FUNDING SWAP FOR GATEWAY TERRACE II PROJECT
- Pursuit of disposition and subsequent development of former Redevelopment Agency properties for affordable housing; partnering with CHDO or local organizations to construct new affordable housing units;
- Continuation of acquisition programs that convert market rate residential units to affordable and permanent supportive housing through aforementioned partnerships with Sierra Saving Grace Homeless Project and the Merced Rescue Mission;
- Monitoring of past projects to ensure they remain assets for safe, affordable housing.

Although the current economy offers significant challenges to many households, adequate housing has become less affordable as a result of increasing prices and a historically low inventory of houses available for purchase. Due to the limited supply, low income households struggle to find adequate and affordable housing because of high demand, rising costs, and competition from other buyers.

Many of the City's efforts to foster and maintain affordable housing relate to the Housing Element. The City updated its General Plan Housing Element in 2015 (certified in 2016). Community input from public

meetings substantiated much of what the Housing Authority and Housing Element had reported - that housing is still lacking for senior citizens, foster youth who are aging out, and special needs adults. With identified areas of need, this and future plans will work towards addressing these specific populations.

Actions planned to reduce lead-based paint hazards

In the City of Merced, it is estimated that about 7,000 housing units occupied by low-income or very low-income households contain lead-based hazards. Although accurate statistics are not available, it is likely that many of these homes are concentrated in the South Merced area where there is a concentration of families in poverty and substandard housing, two factors that are often correlated with the incidence of lead poisoning. Lead based paint hazards represent an immediate risk to children.

Lead poisoning education and abatement efforts in Merced are provided through the cooperative efforts of the County Public Health Department, Environmental Health Division and Child Health and Disability Program. The abatement of lead-based hazards is a vital component of the City of Merced's Housing Rehabilitation Loan Program. All housing acquisition and rehabilitation projects are assessed for lead based paint, and lead based paint abatements are performed by licensed contractors.

Since most housing units in the City of Merced were built before 1978, the City routinely tests all rehabilitation projects using CDBG, HOME, NSP, or CALHOME grant funds for lead-based paint. If lead-based paint is detected within the project area, the Housing Division will have the lead-based paint properly abated prior to project closeout. As required by Federal and State funding sources, housing rehabilitation programs must comply with the Residential Lead-Based Paint Hazard Reduction Act of

1992 (Title X) and subsequent changes made in September 1999.

The procedures regarding lead based paint in both rehabilitation programs will include:

- Notification of potential lead based paint hazards
- Identification
- Treatment (if necessary)

UPDATE WITH LEAD SAFE HOUSING RULE CHANGES

Actions planned to reduce the number of poverty-level families

Merced's antipoverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families.

All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

The City's anti-poverty strategy is based on funding and supporting a range of housing, employment, and family service opportunities aimed at enabling those in poverty to move into the workforce. The City will also continue to support activities that preserve and expand the supply of housing in Merced, to help make them more affordable to target income households.

Actions planned to develop institutional structure

The City supports cooperation in the development of affordable housing through financial and/or technical assistance. The City will cooperate with developers to provide housing opportunities for extremely-low, very-low, low and moderate income households. The City shall also evaluate the effectiveness of its partnerships with non-profit housing developers on an annual basis. Based on its findings, the City will seek ways to expand and foster its partnerships as appropriate. The City will assist and encourage housing development for extremely-low, very-low, low and moderate income households through a variety of activities such as providing in-kind technical assistance, funding support,

land write-downs, expedited processing, fee deferrals, and incentives and concessions that meet or exceed State density bonus law as appropriate.

The City shall also encourage the development of housing units for households earning 30 percent or less of the Median Family Income for Merced County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance and expedited processing as appropriate.

The Development Services Department is responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan. The Housing Division within this Department is specifically charged with these tasks. The Division works in close coordination with the City's advisory committees and the City Manager.

The City has designated staff positions to administer the programs and activities funded with CDBG funds. These staff members work with the individual City departments, such as Public Works, Development Services, Economic Development, and Parks and Recreation Department to develop procedures and coordination for administering programs that will be carried out by these departments. This CDBG staff also provides technical assistance to non-profits (subrecipients) on properly administering CDBG funds and developing CDBG eligible activities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Housing Department maintains primary management of, as well as the coordination of, the various organizations involved in these processes. The staff within the Department work closely with other City departments and the community to develop programs and activities that improve low- and moderate-income neighborhoods throughout Merced. The administration of program activities includes housing, public facility and infrastructure improvements, public and social service activities, and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

The City will continue to work closely with the County of Merced, which surrounds the City on all sides. The City will also continue to work with many of the non-profit organizations in the community to address the regional issues that affect the needs of target income persons, as well as special needs populations. A City staff representative will continue to regularly attend the Continuum of Care

meetings to ensure homeless issues are being addressed.

Discussion:

Other Actions: Monitoring Plan Update

The City's Development Services Department is responsible for ensuring that the receipt and expenditure of HUD funds comply with program requirements through the monitoring of program performance. Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications to ensure compliance with federal regulations. Procedures include in-house review of progress reports and expenditures and on-site visits. The monitoring system encourages uniform reporting to achieve consistent beneficiary information. Monitoring also aims to identify and resolve any program or other findings that may keep an organization from meeting its contractual obligations. Technical assistance is provided where necessary. Furthermore, project and financial data is maintained in HUD's IDIS (Integrated Disbursement Information System) software. Use of this system allows HUD easy access to local data for review and progress evaluation.

The City ensures compliance by:

- Checking project eligibility against regulations and staying in constant communication with the City's HUD CPD representative
- Following the City's Subrecipient Monitoring Plan
- Reviewing HUD's monitoring handbook to ensure compliance with national objectives of low- and moderate-income area benefit and low-and moderate-income limited clientele, financial management requirements, and other CDBG Entitlement Program requirements
- Reviewing CPD notices on CDBG program and planning requirements

As part of an overall update to its Housing Division Policies and Procedures planned during the 2021-2022 program year, the City will strengthen its existing subrecipient monitoring procedures by ensuring that specific HUD-recommended monitoring plan elements are included and/or expanded, comprising of:

- Conducting a risk-based assessment to identify which sub-recipients will receive a full, onsite

monitoring versus a remote, desk monitoring

- Establishing a monitoring schedule
- Creating a monitoring checklist
- Conducting on-site visits, as applicable
- Notifying sub-recipients of monitoring results
- Providing technical assistance
- Ensuring that corrective actions, if needed, are taken

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The program-specific requirements that apply to the City are those for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	96,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**96,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

Not Applicable - No other forms of investment are anticipated during Fiscal Year 2021-22.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   UPDATE IF NECESSARY

   Income-eligible applicants must take an eight-hour home ownership class and will have covenants placed upon the home for a period up to thirty (30) years, depending on the loan amount and program. Depending upon the First Time Homebuyer Program funding source, homes can either be purchased community wide or based upon pre-approved Census Tracts with a high number of low-income residents. This program is designed to assist families with incomes equal to or less-than 80% of Area Median Incomes. These are eligible households that range in size and have very-low to low-incomes. All HOME loans provided by the City Program to first-time buyers include conditions to ensure compliance with requirements of 24 CFR 92.254, except State CalHome Loans.

   For HOME funded activities, if the home is sold or transferred within 10 years from the date of the loan origination, the applicant shall also pay the City a percentage of the difference between the price paid for the property and its value at the time of sale or transfer. The percentage share is determined on a declining scale, beginning at 10% in the first year, and decreasing one percentage point each year to 0% in Year 10. The City limits the amount subject to recapture to the sale's net proceeds, which is the sales price minus loan repayment and closing costs (other than HOME funds). The limitation applies to all units, regardless of the type of recapture provision used or the nature of the sale (voluntary sales including foreclosures). The funds collected are reused as program income for future HOME Program funded activities.

   For CalHome (State) funded activities, the loan is not assumable and must be paid in full upon sale or transfer of the property. The borrower may prepay the loan in part or in full without penalty. The funds collected are reused as program income for future First Time Homebuyer Loans.

   SEE ALSO THE GUIDELINES ATTACHED TO THIS PLAN

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired

with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The HOME Loan Servicing Plan and Housing Division Policies and Procedures are attached to the Annual Action Plan. During the coming year, we plan to update the Housing Division Policies and Procedures to incorporate and clarify the HOME resale and recapture information.

Applicants for multi-family units are required to enter into a Development Agreement and designate a specific number of units for income eligible residents. The program calls for funds to be loaned for a 30 – 55 year period with a three (3) percent interest rate. The full amount of the HOME Loan subsidy is recaptured and is utilized for other HOME Loans meeting the HOME program income guidelines. If the development is sold, repayment of the loan is required so funds can be reused as program income.

The house must be owner-occupied and deed restricted against resale for the affordability term. Prepayment on the loan or a sale within 10 years from the date of loan origination results in a penalty of 4% on the original loan amount starting from the loan origination date and calculated on a per month basis. The loan is not assumable and must be paid in full upon sale or transfer of the property. Following the 10-year obligation, the borrower may prepay the loan plus interest, in part or in whole, at any time without penalty. Funds collected are reused as program income. If the home is sold or transferred within 10 years from the date of the loan origination, the applicant shall also pay the City a percentage share of the difference between the price paid for the property and its value at the time of sale or transfer. The City limits the amount subject to recapture to the sale's net proceeds, which is the sales price minus the loan repayment and closing costs (other than HOME funds). The limitation applies to all units, regardless of the type of recapture provision used or the nature of the sale (voluntary sales including foreclosures).

All HUD and State loan programs have covenants based upon the amount invested into each house/unit. The City may require each house/unit assisted to have a "period of affordability" covenant recorded. The length of this period is determined by the amount of financial assistance invested into each property. The minimum period of affordability per house/unit and correlating period is: A) under $15,000: 5 Years; B) $15,000 to $40,000: 10 Years; or, C) over $40,000: 15 Years. For qualified homeowner rehabilitations, they may be eligible for a forgivable loan (grant) of up to $50,000 worth of health and safety upgrades. As long as they do not sell their property within the agreed-upon term, the Housing Division will grant the funds to the homeowner.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that

will be used under 24 CFR 92.206(b), are as follows:

Not applicable - The City does not intend to refinance debt.

CDBG 70% Overall Low-Mod Benefit Period

The City intends to use a 3-year consecutive period to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Those years will span 2022, 2023, and 2024 (Years 3-5). The City chose those years to give appropriate time for the program and staff to recover from the administrative impacts related to the Coronavirus pandemic, which initially caused delays in development and submission of this plan and affected our initial ability to hold public outreach meetings, which translated into further delays in receiving and expending grant funds.

PY 2021 Annual Action Plan - Project Funding Applications and Recommendations

Funding Source	Funds Requested	Funding Source	Organization	Project Name	Organization Name
Public Service Projects					
CDBG	$ 56,412	**$ 56,412**	Harvest Time	Food 4 You	This organization provides food distribution to the homeless and low-income residents from the church site of Calvary Assembly of God. Harvest Time requests funding to create a paid staff position for the first time, add storage space to their existing facility, and to assist in utility and insurance costs of the program.
CDBG	$ 61,310	**$ 61,310**	Symple Equazion	Symple Soul - Work Readiness program for youth	Symple Equazion requests funding for on-site work readiness program for 10 youth aged 16 to 26 years of age. Soft skills such as problem solving, critical thinking, and non-cognitive skills will be mentored to enhance the individual's interactions and job perfomance. Participants will be required to complete 80 hours of in-class training and 576 hours of on-the-job training. Upon completion, participants will receive a Certificate of Completion and will be provided assistance in obtaining employment. Funds will not be paid to the participants for work as income, per HUD regulations; however, with HUD approval, funds may potentially be used for supplies for the business program itself. Housing staff will work with HUD on these details.
CDBG	$ 33,480	**$ 33,480**	Alliance for Community Transformations - Valley Crisis Center Program (VCC)		Existing program is a shelter for individuals impacted by domestic violence, sexual assault, and human trafficking. Org requests funding to provide first and last month's rent, assistance with classes and related materials or fees in order to gain employment to individuals residing at VCC's emergency shelter. Ten resident individuals will be served through this project: five with rent or other housing costs, and an additional five with provision of financial assistance for costs associated with gaining employment, including classes and materials.
CDBG	$ 20,000	**$ 20,000**	Sierra Saving Grace Homeless Project	Emergency Assistance Program	Sierra Saving Grace requests funding to provide one-time rental, mortgage, and utility assistance for a maximum of three months to homeless or low-income households at risk of homelessness. Payments will be made to the landlords, mortgage holders, or electric/gas utility company on behalf of the tenant/homeowner. Goal of the program is to prevent homelessness and enable safe, healthy living environments for residents.
CDBG	$ 25,000	**$ 25,000**	LifeLine CDC	Empower Loughborough Community	LifeLine CDC requests funding to expand the current program running in the Loughborough area to other apartment complexes in the Census Tract. LifeLine will partner with Merced City School District at Rivera Junior High in providing life skills, financial literacy, community garden, access to computer/internet, area job training and recruitment services to parents, and afterschool activities for the area's children. LifeLine anticipates reaching approximately 500 individuals with these resources.
CDBG	$ -	**$ 60,000**	City of Merced (or Vendor TBD)	Homeless Encampment Maintenance	The City, or vendor to be determined, will provide porta-potty restrooms and refuse/solid waste removal to approximately four existing homeless encampment sites within the city limits to maintain the sites to acceptable aesthetic and sanitary levels. Housing staff will work with HUD on eligible costs.
	$ 196,202	***$ 256,202***	***Public Service TOTAL***		

Housing Projects					
CDBG	$ 425,000	**$ 500,000**	Sierra Saving Grace Homeless Project		Acquire a 2- or 3-unit existing residence to repair/rehab, then rent to formerly homeless or at-risk individuals or families with supportive case management provided by Sierra Saving Grace. Benefits of program are 1) market-rate units are converted to supportive housing, which addresses homelessness; and 2) neighborhoods are improved by the rehabilitation of the units; 3) preserves housing, as most units need major repairs. ** Applied for $425,000 - staff recommending more because additional funds are available and due to limited purchase options at the lower price.*
CDBG	$ 350,000	**$ 400,000**	Merced Rescue Mission		Acquire a 1- or 2- unit existing residence to repair/rehab, then rent to a formerly homeless or at-risk family with children. Case management and coordination of services is provided by the Merced Rescue Mission to ensure family is successful in finding work and permanent long-term housing. ** Applied for $350,000 - staff recommending more because additional funds are available and to provide broader purchase options to the program.*
HOME - CHDO	$ -	**$ 599,410**	TBD	HOME-CHDO projects	projects to be determined -- the city is required to set aside 15% of the annual HOME allocation for Community Housing Development Organization (CHDO) projects. If no other CHDO organization is certified during the 2021 program year, these funds will be allocated to Central Valley Coalition for Affordable Housing, the City's current/only CHDO.
HOME	$ -	**$ 2,569,940**	TBD	Affordable housing project(s) TBD	Specific projects to be determined
	$ 775,000	***$ 4,069,350***	***Housing Project TOTAL***		
Administrative Projects					
HOME	$ 30,000	**$ 30,000**	Project Sentinel	Project Sentinel Fair Housing	Providing Fair Housing services and outreach to the City. To combat illegal housing discrimination, Project Sentinel provides comprehensive fair housnig services of civil rights enforcement (audits and complaint-based investigations) and community outreach and education. Education and outreach activities inform community members of their fair housing rights and responsibilities. These services are provided throughout the rental and homeownership process and are available to home seekers, in-place residents, and housing providers. Provision of these services will help create and maintain healthy communities and will assist the City of Merced in meeting is obligations to affirmatively further fair housing. Project Sentinel proposes to emphasize education of general housing rights to low-income tenants and housing providers (property owners, managers, property manmagement companies).
CDBG	$ 38,000	**$ 38,000**	Merced County Human Services Agency	Continuum of Care - Collaborative Applicant	The purpose of the Collaborative Applicant is to act as the legal entity for the Merced City and County Continuum of Care Board and to provide administrative support. This includes completing the annual Grant Inventory Worksheet, CoC Application for funding, annual Homeless Count, HIC/PIT/AHAR reporting, grant monitoring, CoC meetings, ESG Grant Application, 10 Year Plan to End Homelessness, HEARTH Regulation Implantation, Coordinated Entry System, and apply for any new funding available for homeless services.
	$ 68,000	***$ 68,000***	***Administrative Project TOTAL***		
	TOTAL	**$ 4,393,552**			

CDBG - 2021 Program Year Infrastructure projects			
Location	**Estimated Cost**	**Scope of Work - details (indicate new/replacement/improvement)**	**Purpose - why needed**
Southeast corner of S. Canal & W. Childs Ave., extending to S. Hwy 59/Childs intersection	$ 750,000	New sidewalk, curb/gutter, ADA returns	Prepare potential shopping center site to encourage future development
Loughborough Drive Area (various sections)	350,000	new/upgrade storm drain system	upgrade outdated/insufficient storm drain system in this neighborhood -- experiences seasonal flooding issues
Shadowbrook & Bear Creek Drive	150,000	new sidewalk/curb/gutter along W N Bear Creek @ Crystal Springs Ave	S/C/G is missing here on north side of W N Bear Creek
D Street, E. 11th, E. 13th Streets	75,000	new curb & gutter	Missing curb & gutter sections
M & W. 20th Streets	25,000	sidewalk replacement	Several sections of sidewalk are uplifted
Additional project t.b.d.; or, water main installation projects	393,030	New water main and water line installation in low-income areas of the city for drought preparation/dry wells	(to be determined)
TOTAL	**$ 1,743,030**		

ADMINISTRATIVE REPORT

Agenda Item K.7. Meeting Date: 6/21/2021

Report Prepared by: Ken Elwin, P.E., Director of Public Works

SUBJECT: Public Hearing on the Various Maintenance Districts' Engineer's Reports and Budgets for Fiscal Year 2021/2022 with Adoption of Resolution for Approval, Confirmation, and Adoption of the Engineer's Reports for the Various Maintenance Districts as Originally Submitted or as Modified

REPORT IN BRIEF

Consider adopting a Resolution approving, confirming, and adopting Engineer's Reports and Budgets for Maintenance Districts after the close of the Public Hearing.

RECOMMENDATION

City Council - Adopt a Motion adopting **Resolution 2021-48**, a Resolution of the City Council of the City of Merced, California, approving, confirming, and adopting Engineer's Reports on Maintenance Districts.

ALTERNATIVES

1. Adopt Resolution approving, confirming, and adopting Engineer's Reports on the various Maintenance Districts; or,
2. Return to staff with specific direction; or,
3. Deny.

AUTHORITY

Chapter 26 of Part 3 of Division 7 of the State of California Streets and Highway Code provides the applicable general law for Maintenance Districts; and,

Article I (alternative method for the levy of benefit assessments) of Title 13 Division VIII, of the Merced Municipal Code (MMC) dealing with Maintenance Districts, provides for subsequent modification to exiting Maintenance Districts; and,

Initiative Measure (Proposition 218, Sections 2,3,4,5, and 6) approved at the November 5, 1996 election, and also known as, the "Right to Vote on Taxes Act," provides for assessment ballot proceedings.

CITY COUNCIL PRIORITIES

Addresses Fiscal Year 2021/2022 City Administrative Priority for Maintenance District Funding.

DISCUSSION

The Fiscal Year 2021/2022 budgets and engineer's reports on the various Maintenance Districts are complete and expenses are balanced with available revenue.

They are available upon request for review and have been submitted to the City Clerk's office, as required by MMC Sections 13.62.130 and 13.62.150.

Several Districts will continue to benefit from existing operating reserve funds, as well as a consumer price index (CPI) increase adjustment of 1.5%. Attachment 1 is a summary of the budgets and assessment levies.

Fahrens Park II

The budget includes $35,000 in continued funding for eucalyptus tree maintenance and beautification. Trees will be identified for inspection, pruning, and removal as necessary. They are located on the north and south sides of Buena Vista Drive, between North Highway 59 and Lago Court, including the bike paths along Fahrens and Black Rascal Creeks.

The goal each year is to ensure these trees are safe and healthy to minimize conflicts with pedestrians, vehicle traffic, and dwellings. Also, it will enhance the existing character and beauty of the area and naturalistic scenic bike pathways.

This work will begin prior to the start of the winter season with all dead, diseased, and hazardous trees or branches removed to include undergrowth and debris.

This project will be a partnership with the California Department of Forestry/Mount Bullion Conservation Camp, private landscape contractor, and Public Works staff.

In addition, funding in the amount of $190,000 has been budgeted in the Districts below for contract area street tree pruning, planting and removal services, as well as sidewalk curb and gutter replacement:

DISTRICT NAME	**AMOUNT**
Silverado	$15,000
Village Landing	$10,000
Fahrens Park	$15,000
Cypress Terrace	$35,000
Davenport Ranch	$25,000
Sequoia Hill	$10,000
Sky Moss	$15,000
Lowes	$20,000
Yosemite Gateway	$20,000
Vista Del Sol	$25,000
TOTAL:	**$190,000**

Public Works staff will return to Council for approval of this work under separate report, that will

include a detailed scope of services and City Attorney approved to form professional services agreement.

Downtown
Funding in the amount of $10,000, has been included to enhance the entry points for Downtown, for the general maintenance of Bob Hart Square and the repainting of faded decorative green streetlight posts along Main Street.

Replanting of flowers, trees, shrubs, and other vegetation along 16th and Main Streets will continue throughout the fiscal year.

This annual change out is essential in maintaining a healthy, esthetically pleasing landscaped environment to this vibrant section of the city.

Pleasanton Park, Campus North, and Northwood Village
Landscape maintenance at Pleasanton Park and Campus North will continue through the fiscal year receiving service quarterly. Scheduled maintenance at Northwood Village will continue bi-weekly. Each Districts' budget benefitted from having irrigation services temporarily shut off which ultimately increased their Fund reserve balances.

Merced Auto Center and Ridgeview Meadows
Due to their minimum Fund Reserve balances landscape maintenance will be completed bi-weekly reduced from weekly service. Both Districts had previous failed assessment ballot hearings to increase annual assessment levies, that was not approved by the property owners by majority vote. The most recent being Ridgeview Meadows in March 2018.

Hansen Park and Olivewood
Landscape maintenance services at these Districts will continue to be completed on a will-call basis, commensurate with available funding. Due to the disparity between expenditures and revenue in these Districts, maintaining existing vegetation within available funding continues to be a challenge.

Staff will continue to explore ways of reducing expenditures, as well as being proactive in maximizing revenues. As in year's past staff will explore the availability of partnering with volunteer service groups for future landscape activities.

Abeyances
Glenhaven Park, Quail Run, Sequoia Hill, and Sky Moss Maintenance Districts received five (5) year partial, temporary abeyances that expire June 30, 2021. Appropriate Fund reserve levels have been satisfied and remaining funds are earmarked for future fiscal year operating and capital expenses.

History and Past Actions

Maintenance Districts were originally established to pay for the operation and maintenance costs associated with maintaining storm drainage systems, street lighting, and aesthetically pleasing landscaping to open spaces such as park strips and street center-islands.

Property owners within these identified Districts are levied annual assessments against each lot or parcel of land to cover these expenses.

Proposition 218, enacted by the voters in 1996, requires the City to conduct an assessment ballot proceeding in order to levy increased assessments, beyond the allowed adjustment, based on the United States Department of Labor's All Urban Consumers-Western Region CPI report.

Each year City Council must hold both a public meeting and public hearing on the various Maintenance Districts' budgets for the coming fiscal year before final adoption of the budget.

The approval process for Districts with no increase in assessment above the allowable CPI is as follows:

- Public Works Department determines annual budget costs by District;
- Engineer prepares annual report and assessment spread;
- Council adopts resolution approving Engineer's Reports and sets dates for public meeting and public hearing;
- Council seeks public input at public meeting, but takes no other action;
- Following a public hearing, Council adopts resolution approving, confirming, and adopting Engineer's Reports.

The approval process for Districts with an increase in assessment above the allowable CPI is as follows:

- Public Works Department determines annual budget costs by District;
- Engineer prepares annual report and assessment spread;
- If the proposed increase in annual assessments is greater than the amount allowed under Proposition 218, then an assessment ballot proceeding must be held. Assessments remain at the previous year's rate, until the legal ballot process is followed;
- Notices and ballots are mailed 45-days prior to the scheduled public hearing;
- Council holds a public hearing to determine voter approval of increased assessments and the public hearing is continued to a subsequent meeting to allow time to open and tally the sealed ballots;
- Following the "continued" public hearing, Council adopts a resolution approving, confirming, and adopting the Engineer's Reports based on the results of the ballots.

In closing, operating budgets are balanced with available revenue and/or fund balance reserves. The CPI adjustment increase to budgets with previously held successful ballot proceedings is 1.5%.

Council will have the opportunity to consider a motion on the various budgets following the close of the public hearing scheduled for Monday, June 21, 2021.

IMPACT ON CITY RESOURCES

Budget appropriations are not required. Funding is provided in the Proposed Fiscal Year 2021-2022

Budget.

ATTACHMENTS

1. Resolution 2021-48
2. Budget Summary Report

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING, CONFIRMING AND ADOPTING ENGINEER'S REPORTS ON MAINTENANCE DISTRICTS

WHEREAS, Pursuant to the provisions of the Merced Municipal Code (Chapter 13.62), the City Engineer caused to be prepared and filed with the City Clerk a report, in writing, for fiscal year 2021-2022 which provides the basis for the levy of benefit assessments for the cost of maintenance and operation on all lots or parcels of property within Campus North, Cypress Terrace, Davenport Ranch, Deer Park Storm Drainage, Downtown Landscape, East College Homes Storm Drainage, Fahrens Park, Fahrens Park 2, Glen Haven Park, Hansen Park, La Bella Vista, Landscape District No. 1, Las Brisas, Lowes, Mansionette, Merced Auto Center, Moss Landing Storm Drainage, Northwood Village No. 1, Phase 2 Landscape, Oakbrook Storm Drainage, Oakmont #3, Oakmont Village, Olivewood Storm Drainage, Paulson Place, Pleasanton Park No. 2 Landscape, Quail Creek Landscape, Quail Run, Ridgeview Meadows, Ronnie, Sequoia Hill, Silverado, Sky Moss, Sunset West, Villa Santa Fe Storm Drainage, Village Landing Landscape, Village West Storm Drainage, Vista Del Sol, West Creek, Yosemite Gateway, and Yosemite Village Storm Drainage Maintenance Districts; and,

WHEREAS, The City Clerk, in accordance with Resolution No. 2021-___ adopted _____ __, 2021, has caused notice of hearings on said City Engineer's reports to be given in accordance with Section 13.62.190 of the Merced Municipal Code and state law; and,

WHEREAS, The Council has held two hearings and heard all objections, protests or other communications from any person interested in the real property within said districts, has taken and received oral and documentary evidence pertaining to the matters contained in said reports and has remedied and corrected any errors or informalities in the reports and revised and corrected any of the acts or determinations of the various City officials as contained therein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council does hereby overrule any and all protests to said City Engineer's reports.

SECTION 2. The City Engineer's reports, and each of the assessments therein as duly revised and corrected, are approved, confirmed and adopted.

SECTION 3. The Engineer's reports together with the certificate of the City Clerk as to the fact and date of approval by this Council, shall forthwith be delivered to the Finance Officer who shall thereafter deliver said reports to the officer of the County of Merced designated by law to extend city taxes upon the tax roll, and the proper county officer shall cause to be posted on the tax rolls, in the column provided therefore, the amount of each of the assessments proposed to be levied and collected for said fiscal year heretofore set forth.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2021, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Rachel A Nath 5/25/21
City Attorney Date

			Fiscal Year 2020/2021					Fiscal Year 2021/2022									
Fund #	District Name	Service Type	Approved Budget	Approved Assessment	Proposed Abeyance	City Share	Fund Balance Used	Estimated Ending Balance 6/30/21	City Share	Proposed Assessment	Revenue Budget	Expense Budget	Engineer's Estimated Ending Balance as of 6/30/22	Fund Balance Used	Projected Pump Reserve as of 3/5/20	Prop 218 Ballot Fiscal Year	Comments: CPI shown for Successful Ballots
100	Quail Creek	L	44,664	43,700			$ 964.00	38,374		44,000	$ 44,000	65,607	16,767	$ 21,607.00	N/A	03/04	CPI on 3/1/03 was 188.1
101	West Creek Homes 1	B	15,199	15,199			0.00		-	14,057	14,057	15,122		1,065		00/01	CPI on 3/1/00 was 173.4
	West Creek Homes 2	SD	2,218	2,218			0.00	33,711	-	1,667	1,667	1,680	32,633	13	25,744	00/01	CPI on 3/1/00 was 173.4
102	Silverado #1	B	56,786	56,786			0.00	36,884	-	72,561	72,561	78,640	30,805	6,079	21,001	00/01	CPI on 3/1/00 was 173.4
103	Oakmont No 3	L	29,168	29,168			0.00	13,555	-	30,000	30,000	33,300	10,255	3,300	N/A	17/18	CPI on 2/1/17 was 252.5
104	Northwood Village	L	8,895	6,629			2,266.00	1,108	-	6,629	6,629	7,737	0	1,108	N/A	N/A	Ballot Failed 3/19/18
105	Village Landing	L	9,691	9,691			0.00	20,465	-	15,200	15,200	20,589	15,076	5,389	N/A	03/04	CPI on 3/1/03 was 188.1
106	Village West	SD	9,048	5,191			3,857.00	27,196	-	5,191	5,191	9,493	22,894	4,302	24,800	N/A	No Previous Ballot
107	E College Homes	SD	3,915	3,262			653.00	418	-	3,262	3,262	3,289	391	27	21,470	N/A	Ballot Failed 3/19/18
108	Sunset West	B	21,829	21,829			0.00	46,429	-	44,400	44,400	48,301	42,528	3,901	28,607	01/02	CPI on 3/1/01 was 180.1
109	Glenhaven Park	SD	3,792	758	3,034		0.00	29,417	-	3,792	3,792	3,813	29,396	21	23,072	N/A	No Previous Ballot
110	Oakbrook	SD	11,794	8,299			3,495.00	6,626	-	8,299	8,299	11,252	3,673	2,953	22,935	N/A	No Previous Ballot
111	Moss Landing	SD	8,300	8,300			0.00	14,037	-	8,500	8,500	8,542	13,995	42	22,713	18/19	CPI on 3/1/18 was 260.9
113	Yosemite Village	SD	7,078	4,505			2,573.00	7,681	-	4,505	4,505	5,405	6,781	900	24,570	N/A	Ballot Failed 2/13
114	Oakmont Village	SD	9,828	9,828			0.00	23,257	-	9,959	9,959	10,017	23,199	58	17,178	00/01	CPI on 3/1/00 was 173.4
115	Pleasanton Park	L	6,022	4,843			1,179.00	4,825	-	4,843	4,843	5,080	4,588	237	N/A	12/08	Failed 12/1/08 and 6/19/17
116	Deer Park 1&2	SD	4,268	4,023			245.00	35,457	-	4,023	4,023	4,056	35,424	33	24,939	N/A	No Previous Ballot
117	Merced Auto Center	B	12,833	3,855		8,443	535.00	210	10,060	3,855	13,915	13,915	210	-	3,914	12/08	Ballot Failed 12/1/08
118	Quail Run	SD	10,435	6,083	4,352		0.00	86,472	-	11,231	11,231	11,299	86,404	68	33,476	98/99	CPI on 2/1/98 was 163.2
119	Landscape District 1	L	991	991			0.00	10,655	-	991	991	991	10,655	-	N/A	N/A	No Previous Ballot
120	Downtown Area 1	L	137,051	119,730					-	119,730	119,730	131,590					
	Downtown Area 2	L	71,520	62,481			26,360.00	31,065	-	62,481	62,481	68,670	13,016	18,049	N/A	N/A	Ballot Failed 6/7/04
121	Ridgeview Meadows	B	11,464	11,464			0.00	1,391	-	11,464	11,464	12,643	212	1,179	23,774	N/A	Ballot Failed 3/19/18
122	Fahrens Park	B	30,115	5,400		20,267	4,448	47,045	36,305	5,400	41,705	48,107	40,643	6,402	23,815	N/A	No Previous Ballot
123	Villa Santa Fe	SD	571	571			0.00	10,506		571	571	571	10,506	0	N/A	N/A	No Previous Ballot
124	Olivewood	B	6,874	1,532		4,653	689.00	1,354	3,464	1,533	4,997	5,714	637	717	9,479	12/08	Failed 12/1/08 & 2/7/17
125	Campus North	B	16,818	12,400			4,418.00	9,135	-	12,400	12,400	16,792	4,743	4,392	9,798	99/00	Failed 12/1/08 & 2/7/17
126	Mansionette	B	27,537	27,537			0.00	43,451	-	28,365	28,365	29,483	42,333	1,118	4,055	17/18	CPI on 2/1/17 was 252.5
127	Hansen Park	B	4,177	4,177			0.00	1,539	-	4,177	4,177	5,204	512	1,027	3,882	01/02	Failed 12/1/08 and 6/19/17
132	Cypress Terrace	SD	2,309	2,309			0.00		-	1,982	1,982	2,000				02/03	CPI on 8/1/02 was 185.8
	Cypress Terrace	B	39,292	39,292			0.00	57,221	-	74,153	74,153	76,367	54,989	2,232	11,963	02/03	CPI on 8/1/02 was 185.8
136	Las Brisas	B	48,194	48,194			0.00	97,784	-	48,510	48,510	51,374	94,920	2,864	17,638	98/99	CPI on 7/1/98 was 164.3
139	Paulson Place Zone 1	B	9,468	7,800					-	8,100	8,100	9,979				00/01	CPI on 3/1/00 was 173.4
	Paulson Place Zone 2	SD	1,052	1,052			1,668.00	24,425	-	934	934	941	22,539	1,886	15,390	00/01	CPI on 3/1/00 was 173.4
140	Ronnie	SD	7,009	7,009			0.00	70,063	-	6,340	6,340	6,390	70,013	50	20,126	00/01	CPI on 8/1/00 was 175.9
	Fahrens Pk 2 Zone 1	B	127,638	127,638			0.00		-	146,785	146,785	158,336				00/01	CPI on 8/1/00 was 175.9
141	Fahrens Pk 2 Zone 2	SD	1,684	1,684			0.00	401,460	-	1,832	1,832	1,836	389,905	11,555	31,725	00/01	CPI on 8/1/00 was 175.9
142	LaBella Vista	B	29,218	29,218			0.00	26,041	-	28,453	28,453	29,872	24,622	1,419	10,373	02/03	CPI on 5/1/02 was 185.0
143	Davenport Ranch	B	2,439	2,439			0.00		-	3,555	3,555	3,799				02/03	CPI on 7/1/02 was 184.7
	Davenport Ranch	B	1,829	1,829			0.00		-	2,667	2,667	2,849				02/03	CPI on 7/1/02 was 184.7
	Davenport Ranch	B	56,699	56,699			0.00	46,086	-	82,660	82,660	88,330	39,990	6,096	7,151	02/03	CPI on 7/1/02 was 184.7
144	Sequoia Hill	B	11,767	9,527	2,240		0.00	78,360	-	21,686	21,686	22,493	77,553	807	10,717	02/03	CPI on 8/1/02 was 185.8
145	Skymoss	SD	4,022	3,247			0.00		-	4,251	4,251	4,544				03/04	CPI on 9/1/03 was 189.6
	Skymoss	B	7,085	5,720	2,140		0.00	71,756	-	22,545	22,545	22,850	71,158	598	8,353	03/04	CPI on 9/1/03 was 189.6
148	Lowe's	B	16,601	16,601			0.00	49,420	-	20,800	20,800	38,240	31,980	17,440	7,408	05/06	CPI on 3/1/04 was 192.2
151	Yosemite Gateway 1	B	25,887	25,887			0.00		-	39,598	39,598	42,818				05/06	CPI on 1/1/04 was 189.0
	Yosemite Gateway 2	B	14,698	14,698			0.00	57,869	-	22,484	22,484	24,312	52,821	5,048	2,467	05/06	CPI on 1/1/04 was 189.0
153	Vist Del Sol	B	17,375	17,375			0.00	86,976	-	42,505	42,505	43,324	86,157	819	10,372	05/06	CPI on 3/1/04 was 192.2
N/A	**Total**	N/A	**1,007,147**	**908,668**	**11,766**	**33,363**	**$ 53,350.00**	**$ 1,649,724**	**$ 49,829**	**1,122,926**	**$ 1,172,755**	**1,307,556**	**1,514,923**	**$ 134,801**	**$ 522,905**	N/A	N/A

Service Type Abbreviations:
L: Landscape
SD: Storm Drain
B: Both

ADMINISTRATIVE REPORT

Agenda Item K.8. Meeting Date: 6/21/2021

Report Prepared by: Stephanie R. Dietz, City Manager

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard Regarding the City Council, Public Financing and Economic Development Authority, and Parking Authority Fiscal Year 2021-22 Budget, Adoption of the Budget with Revision(s), if any, and Appropriation of the Revenue and Approval of the Capital Projects for Each Respective Budget

REPORT IN BRIEF

Continued Public Hearing and adoption of the Fiscal Year 2021-22 City Council, Public Financing and Economic Development Authority, and Parking Authority Budget.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2021-54**, Resolution of the City Council of the City of Merced, California, Adopting the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2021; and,

C. Approving a transfer in Fiscal Year 2020-21 not to exceed $159,000 from Fund 085-Measure Y Parks and Recreation 20% unreserved, unencumbered fund balance to Fund 024-Parks and Community Services to mitigate estimated year-end cash short fall.

Public Financing and Economic Development Authority - Adopt a motion:

A. Adopting **Resolution PFA 2021-01**, Resolution of the City of Merced Public Financing and Economic Development Authority, Adopting the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2021.

Parking Authority - Adopt a motion:

A. Adopting **Resolution PA 2021-01**, Resolution of the City of Merced Parking Authority, Adopting

the Budget and Appropriating Revenue for Fiscal Year 2021-2022; and,

B. Approving capital projects based upon the Planning Commission's June 9, 2021 finding of consistency of Capital Improvement Program with the General Plan and as modified by recalculation of carryover projects to reflect actual balances as of June 30, 2021.

ALTERNATIVES

1. Approve, as recommended by City Manager; or
2. Approve, subject to other than recommended by City Manager (identify specific findings and/or conditions amended to be addressed in the motion); or
3. Deny; or,
4. Refer to City Manager for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Charter of the City of Merced, Sections 1104 and 1105.

DISCUSSION

Although long-term impacts of COVID-19 are uncertain, the City of Merced's economic outlook looks strong. Sales Tax and Property Tax receipts are outperforming current year projections, and total General Fund revenues are budgeted to include a projected 6% increase based on mid-year revised estimates. Single-family and multi-family construction continues to outpace prior years, with development occurring citywide.

The proposed budget adheres to the prudent principals established by the City Council including the following: 1) maintaining existing services and programs; 2) planning for one-time investments in parks and public spaces throughout the City; and 3) increasing funding to reserves and contingencies to protect against uncertainty.

On May 17, 2021, staff presented the City Council with the City Manager recommended budget for Fiscal Year 2021-2022. The total City proposed budget for FY 2021-22 is $320.5 million including the Errata items. It includes the deletion of 4 positions, adds 11 positions, and restores 5.5 positions which were unfunded in the prior budget, totaling 507 full-time positions. Four of the new positions are in anticipation of the Rental Inspection Program, which is proposed to begin on January 1, 2022. The four positions have only been funded for six months of the fiscal year, aligning with the programs proposed start date.

As proposed, the General Fund estimated revenue is $46.9 million and estimated total operating expenditures is $46.6 million, which leaves an operational surplus of $380,431. The General Fund FY 2021-22 budget also includes non-operating expenditure recommendations for a ballot measure election, dispatch radio console replacements, purchase of a hydro-excavator and three new vehicles for the Rental Inspection Program, painting of city hall, phase 2 of the City Hall HVAC replacement, purchasing of mechanics tools in Fleet, community funding for programs and continued set-aside funding for the Enterprise Resource Planning system, Economic Development Opportunity Fund,

Trust 115-Pension, and the General Fund Reserve.

In November 2020, the City Council adopted the General Fund Reserve Policy and Reserve. The adopted policy sets the reserve at 35% of annual operating expenses. For Fiscal Year 2021-22, 35% of annual operating expenses equals $16,606,097, of which 30% is $13,974,083 to be set-aside in a separate fund. Fund 004-General Fund Reserve currently has $13,171,623. In order to meet the required level of reserve an additional transfer of $802,460 has been included in the proposed budget. The remaining General Fund Reserve of 5%, equaling $2,329,014 will remain in the General Fund for contingency purposes but not available for spending.

Based on the method of allocation per adopted City Council policies, the amount proposed to be allocated for future planning in next year's budget are as follows:

Future Planning Resources	***Amount***
General Fund Reserve	$ 802,460
Economic Development Opportunity Fund	$ 945,000
Trust 115-Pension	$1,755,000

During the May 17, 2021 Council Meeting, the Council requested additional funding be allocated for the following items from Measure Y:

- Youth Council $13,000
- Block Party Trailer acquisition $20,000
- Wheelchair Swings $30,000
- McNamara Skate Park Lighting $15,000
- Youth Program Vouchers $8,000
- Dog Park Improvements $ 75,000

Community Funding was also recommended by the City Manager as follows:

- Measure Y- Youth Programs
  - Boys and Girls Club $55,000 (funding included in proposed budget)
  - Kids Discover Station $15,000
  - Students with Aspiring Goals (SWAG) $10,940
- General Fund - Non-Youth or partial Youth Programs
  - Community Foundation of Merced $10,000
  - Lifeline CDC $10,000
  - Rotary CC Merced County $10,000
  - United Way $10,000

The following Errata items are changes to the budget and if adopted will be included (see attachment for details):

- As final Maintenance District budgets were completed there were some minor changes in the city share of cost amounts for a few of the districts. There was no net change in

appropriations.

- Revised the CDBG and HOME allocations and offsetting appropriations due to receiving the final award letters for FY 21-22.

- Revised Gas Tax revenues and offsetting appropriations due to receiving revised estimates from the State.

- Adjustments between Measure Y Tax revenue amounts due to correcting the percentage allocations. Total Measure Y revenue did not change.

- Added a one-time cost of $100,000 to transfer to Fleet to purchase mechanic tools.

- Added an additional $13,000 for Materials and Supplies for the Youth Council from Measure Y-Parks and Recreation-20% per City Council direction.

- Added $20,000 for Acquisition of the Block Party Trailer from Measure Y Parks and Recreation -20% per City Council direction.

- Added $8,000 for Youth Program vouchers from Measure Y Parks and Recreation-20% per City Council direction.

- Added Community Funding totaling, $65,940, $40,000 from the General Fund and $25,940 from Measure Y Parks and Recreation-20% per City Council direction. (The boys and girls funding of $55,000 was already included in the City Manager recommended budget.)

- Added additional funding from Measure Y Discretionary-40% totaling $120,000 for McNamara Skate Park lights, Wheelchair swings, and Dog Park Improvements.

Staff presented the City Manager recommended FY 2021-22 budget to the Measure C committee for approval. The Measure C proposed budget includes restoring a Senior Police Officer and a Police Officer. A total of 12.3 fire and 20.49 police authorized positions did not change. There is also $1 million in one-time funding ear-marked for street projects.

The five-year Capital Improvement Program (CIP) was reviewed by the Planning Commission at the June 9, 2021 meeting and was found to be consistent with the General Plan as required by State Law. The General Plan has many policies which are supported through the implementation of the proposed CIP projects. Examples include:

- T 1.2 - coordinate circulation and transportation planning with pertinent regional, state and federal agencies

- T 1.4 - promote traffic safety for all modes of transportation
- T 2.6 - maintain and expand the community's existing bicycle circulation system
- T 2.7 - maintain a pedestrian friendly environment
- T 3.4 - reduce rail system impacts on circulation in the urban area
- P 1.1 - provide adequate public infrastructure and municipal services to meet the needs of future development
- P 1.2 - utilize existing infrastructure and public service capacities to the maximum extent possible and provide for the logical, timely, and economically efficient extension of infrastructure and services
- P 2.1 - maintain and enhance public protection facilities, equipment, and personnel to the maximum extent feasible within the resource constraints of the City to serve the City's needs
- P-3 Water - ensure that adequate water supply can be provided within the City's service area, concurrent with service expansion and population growth
- P-4 Wastewater - provide adequate wastewater collection, treatment, and disposal capacity for existing and projected future needs
- P-5 - provide effective storm drainage facilities for future development
- P-6 - establish programs to recover recyclable materials and energy from solid waste generated within the city
- OS 1.5 a - preserve and enhance water quality
- OS 3.1 - provide high quality park and open space facilities to serve the needs of a growing population
- OS 3.2 - maintain and expand the City's bikeway and trail system
- OS 3.3 - maintain the City's existing high-quality open space facilities
- S 3.2a - maintain essential services in the event of flooding or dam failure
- S 4.2 - maintain a reasonable level of accessibility and infrastructure support for fire suppression, disaster, and other emergency services

ATTACHMENTS

1. City Council Resolution
2. Public Finance and Economic Development Authority Resolution
3. Parking Authority Resolution
4. Errata List
5. Fund Summary

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2021-2022

WHEREAS, The City Manager has prepared and submitted to the City Council a Proposed Budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022; and,

WHEREAS, The City Council has reviewed and modified the City Manager's Proposed Budget; and,

WHEREAS, The City Council held a public hearing on the Proposed Budget on June 7, 2021, where all interested persons were heard; and,

WHEREAS, The City Council has considered the Budget and comments thereon, and has determined it is necessary for the efficient management of the City that certain sums of revenue be appropriated to the various departments, officers, and agencies and activities of the City as set forth in said budget, and as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The annual Budget for the City of Merced for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, is hereby adopted.

SECTION 2. Said Budget hereby adopted is the aforementioned Proposed Budget prepared by the City Manager, entitled, "City of Merced 2021-2022 Budget," incorporated herein as though set forth in full.

SECTION 3. The sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions, and funds therein set forth for expenditures during the Fiscal Year 2021-2022.

SECTION 4. The recommended ending balance for June 30, 2022, shown in the proposed annual Financial Summary section is an estimate, and the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the City Council.

SECTION 5. Pursuant to the City Council adopted General Fund Reserve Policy, the General Fund reserves have been set at the minimum. This included 30% set-aside in a separate fund and 5% remaining in the General Fund as contingency.

SECTION 6. Pursuant to Government Finance Officers Association best practice recommendation "Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund" the unassigned portion of the unrestricted Measure C Fund fund balance will at a minimum be the average of two months of revenue and expenditures.

SECTION 7. Capital Improvement Projects revenue and unspent appropriation actual carryover budget amounts from 2020-2021 shall be recalculated and updated to reflect actual balances as of June 30, 2021 and are hereby incorporated as part of the 2021-2022 approved Budget.

SECTION 8. Grant Funds received and appropriated and unspent appropriation actual carryover budget amounts from 2020-2021 shall be recalculated and updated to reflect actual balances as of June 30, 2021 and are hereby incorporated as part of the 2021-2022 approved Budget.

SECTION 9. State law requires that an Appropriations Limit be adopted annually by the City Council. Article XIII B of the California Constitution places certain restrictions on appropriations made by local governments and the restrictions are applicable to appropriations that meet the definition of "Proceeds of Taxes". The law allows the option to select the factors to be used to calculate the annual Appropriations Limit. For one of the factors the City must select between: (A) the change in the City of Merced population, or (B) the change in the Merced County population, and the City has selected the change in the City of Merced population. For the second adjustment factor the City must select between (A) the change in the State per capita income; or (B) the change in the assessed valuation of local non-residential construction, and the City has selected the change in the State per capita income. The appropriations subject to limitation in Fiscal

Year 2021-2022 shall be as set forth on and as calculated on Exhibit "A" attached hereto and made a part hereof.

SECTION 10. The City Council hereby authorizes the Finance Officer to advance from Pooled Cash funds for which the City has received a reimbursable grant until such time as the grants funds are received by the City.

SECTION 11. Pursuant to Section 1112 of the Merced City Charter, the City Council hereby authorizes the use of the Cash Basis Fund for meeting General Fund expenditures prior to the receipt of the ad valorem tax revenues.

SECTION 12. As the Successor Agency for the housing obligations for the former Redevelopment Agency of the City of Merced, the City Council makes the findings and determinations set forth in Exhibit "B" attached hereto and made a part hereof.

SECTION 13. The City Manager or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of City services.

SECTION 14. The Finance Officer is authorized to continuously revise revenue budget and appropriation throughout the fiscal year based on actuals received from the Office of Emergency Services (Fire Department).

SECTION 15. The Finance Officer is authorized to continuously revise revenue budget and appropriation throughout the fiscal year if funding is available or up to $10,000 based on actuals received for Community Facilities Districts and Maintenance Districts.

SECTION 16. The City Manager or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

SECTION 17. The new positions as set forth in Exhibit "C" attached hereto and made a part hereof, are hereby approved and included in the Fiscal Year 2021-2022 Budget.

PASSED AND ADOPTED by the City Council of the City of Merced at an adjourned regular meeting held on the 21st day of June 2021, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

6/25/21
City Attorney Date

X:\Resolutions\2021\Finance\Budget City Adoption FY 2021-22.docx

Exhibit "A"

SUMMARY SCHEDULE
APPROPRIATION LIMIT

1978-79 Revenue	$ 13,472,352	1978-79 Appropriations- as amended	$ 16,362,969
Less: non-proceeds of taxes	7,236,508	Less: non-proceeds of taxes	7,236,508
debt service	719,175	debt service approp.	719,175
Proceeds of taxes	$ 5,516,669	1978-79 approp. limit (Base Year)	$ 8,407,286

Year of Change	U.S. Con. Price Index	Per Capita Pers. Inc.	Pop.	Ratio of Change	Approp. Amount	Limit Year
78-79	1.1017		1.0440	1.1502	9,670,000	79-80
79-80		1.1211	1.0200	1.1435	11,057,858	80-81
80-81		1.0912	1.0160	1.1087	12,259,396	81-82
81-82	1.0679		1.1080	1.1832	14,505,724	82-83
82-83		1.0235	1.0534	1.0782	15,639,417	83-84
83-84	1.0474		1.0459	1.0955	17,132,601	84-85
84-85	1.0374		1.0514	1.0907	18,686,911	85-86
85-86	1.0230		1.0426	1.0666	19,931,082	86-87
86-87	1.0304		1.0546	1.0867	21,658,306	87-88
87-88	1.0393		1.0568	1.0983	23,788,016	88-89
88-89	1.0498		1.0429	1.0948	26,043,986	89-90
89-90		1.0421	1.0456	1.0896	28,378,042	90-91
90-91		1.0414	1.0366	1.0795	30,634,529	91-92
91-92		0.9936	1.0185	1.0120	31,001,580	92-93
92-93		1.0272	1.0193	1.0470	32,459,428	93-94
93-94		1.0071	1.0154	1.0226	33,193,314	94-95
94-95		1.0472	1.0131	1.0609	35,215,395	95-96
95-96		1.0467	1.0123	1.0596	37,313,331	96-97
96-97		1.0467	1.0127	1.0600	39,551,873	97-98
97-98		1.0415	1.0212	1.0636	42,066,574	98-99
98-99		1.0453	1.0182	1.0643	44,772,483	99-00
99-00		1.0491	1.0215	1.0717	47,980,685	00-01
00-01		1.0782	1.0181	1.0977	52,669,137	01-02
01-02		0.9873	1.0285	1.0154	53,482,246	02-03
02-03		1.0231	1.0203	1.0439	55,828,455	03-04
03-04		1.0328	1.0242	1.0578	59,054,991	04-05
04-05		1.0526	1.0454	1.1004	64,983,406	05-06
05-06		1.0396	1.0299	1.0707	69,576,696	06-07
06-07		1.0442	1.0509	1.0973	76,349,972	07-08
07-08		1.0429	1.0209	1.0647	81,289,556	08-09
08-09		1.0062	1.0123	1.0186	82,799,612	09-10
09-10		0.9746	1.0105	.9848	81,543,815	10-11
10-11		1.0251	1.0102	1.0356	84,443,189	11-12
11-12		1.0377	1.0055	1.0434	88,108,644	12-13
12-13		1.0512	1.0109	1.0627	93,629,362	13-14
13-14		0.9977	1.0096	1.0073	94,310,789	14-15
14-15		1.0382	1.0067	1.0452	98,569,482	15-16
15-16		1.0537	1.0103	1.0646	104,932,448	16-17
16-17		1.0369	1.0115	1.0488	110,055,707	17-18
17-18		1.0367	1.0173	1.0546	116,068,590	18-19
18-19		1.0385	1.0138	1.0528	122,200,645	19-20
19-20		1.0373	1.0237	1.0619	129,762,911	20-21
20-21		1.0573	1.0307	1.0898	141,410,314	21-22

2021-22 Projected Revenue Subject to Appropriation:

Limit:

Taxes	$ 48,100,612
Other Agencies (State Subventions)	4,223,118
Interest	310,184
Total	$ 52,633,914

Revenues to be received during 2021-22 will not exceed the appropriation limit for 2020-21 in compliance with the State Constitution.

EXHIBIT "B"

FINDINGS AND DETERMINATIONS AS THE HOUSING SUCCESSOR AGENCY

FINDINGS:

1. Pursuant to California Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) the City of Merced, California as the housing successor to the former Redevelopment Agency of the City of Merced ("Successor Agency") is required to establish a fund for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing available at affordable housing cost using Low and Moderate Income funds; and,

2. The Successor Agency has established Low and Moderate Income Housing Funds for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing in the City's former two project areas; and,

3. The City of Merced's General Plan Housing Element provides substantial evidence that there is a significant need for affordable housing throughout the City of Merced; and,

4. Affordable housing development opportunities are not confined to the Successor Agency's former two Project Areas but instead are found throughout the entire community of Merced; and,

5. Residential housing development opportunities are particularly limited in the forth Project Area 2 due to the small amount of residentially-zoned land in the former Project Area; and,

6. The California Health and Safety Code provides authority for expending Redevelopment Low-Moderate Income Housing funds throughout the community without limit as to project area boundaries if the use of such funds will of benefit to the project areas.

DETERMINATIONS:

1. Expenditures of Low-Moderate Income Housing funds outside the Successor Agency's former two Project Areas are necessary and reasonable and will be of benefit to the Project Area 2 and Gateways Project Area.

2. The expenditure of the former Project Area 2 and Gateways Project Area Low-Moderate Income Housing funds anywhere in the City of Merced, including areas inside and outside of the former Project Area 2 and Gateways Project Area, is hereby authorized.

Exhibit C							
New Postions Proposed FY 2021-22							
JOB TITLE	**GRADE**	**Step Range**	**1**	**2**	**3**	**4**	**5**
Fire Marshal	498	Annual	75,111.12	78,866.76	82,810.20	86,950.44	91,297.68
		Monthly	6,259.26	6,572.23	6,900.85	7,245.87	7,608.14
		Hourly	36.1111	37.9167	39.8126	41.8031	43.8931
Fire Battalion Chief-40	747	Annual	95,583.72	100,362.84	105,380.76	110,649.72	116,182.56
		Monthly	7,965.31	8,363.57	8,781.73	9,220.81	9,681.88
		Hourly	45.9537	48.2514	50.6638	53.1970	55.8570
Engineering Project Manager	818	Annual	89,559.00	94,037.28	98,738.64	103,675.68	108,859.56
		Monthly	7,463.25	7,836.44	8,228.22	8,639.64	9,071.63
		Hourly	43.0573	45.2102	47.4705	49.8441	52.3364
Landscape Maintenance Coordinator	368	Annual	53,442.12	56,114.40	58,919.64	61,865.88	64,958.88
		Monthly	4,453.51	4,676.20	4,909.97	5,155.49	5,413.24
		Hourly	25.6934	26.9781	28.3268	29.7432	31.2303

EXHIBIT C

RESOLUTION PFA 2021-_____

A RESOLUTION OF THE CITY OF MERCED PUBLIC FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2021-2022

WHEREAS, The City of Merced Public Financing and Economic Development Authority ("Authority") has determined it is necessary to expends funds to carry out its purposes and that a budget therefore is necessary and desirable; and,

WHEREAS, The Authority has determined that planning and administrative expenses are necessary for the successful operation of the Authority; and,

NOW, THEREFORE, THE CITY OF MERCED PUBLIC FINANCING AND ECONOMIC DEVELOPMENT AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. It is necessary to charge planning and administrative services to the Authority and that the administrative expenses budgeted for Fiscal Year 2021-2022 are reasonable and proper.

SECTION 2. The 2021-2022 Budget, as submitted by the Executive Director and as considered by the Authority, is hereby approved and adopted in the amounts set forth in the schedules and summaries of said budget document and allocations are hereby approved for the purposes herein stated.

SECTION 3. The Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of services.

SECTION 4. The recommended ending balance for June 30, 2022, shown in the proposed annual Financial Summary section is an estimate, and

the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the Authority.

SECTION 5. Capital Improvement Projects revenue and unspent appropriation carryover budget amounts from 2020-2021 shall be recalculated and updated to reflect actual balances as of June 30, 2021 and are hereby incorporated as part of the 2021-2022 approved Budget.

SECTION 6. The Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of Authority services.

SECTION 7. The Executive Director or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

PASSED AND ADOPTED by the City of Merced Public Financing and Economic Development Authority at a regular meeting held on the 21st day of June 2021, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

_____
Chairman

ATTEST:
STEPHANIE R. DIETZ, AUTHORITY SECRETARY

BY:_____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

Authority General Counsel Date

RESOLUTION PA 2021-_____

A RESOLUTION OF THE CITY OF MERCED PARKING AUTHORITY ADOPTING THE BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2021-2022

WHEREAS, The City of Merced Parking Authority ("Parking Authority") has determined it is necessary to expend funds to carry out its purposes and that a budget therefore is necessary and desirable; and,

WHEREAS, The Parking Authority Budget includes the Downtown Parking Fund; and,

WHEREAS, The Parking Authority has determined that planning and administrative expenses are necessary for the successful operation of the Parking Authority.

NOW, THEREFORE, THE CITY OF MERCED PARKING AUTHORITY DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. It is necessary to charge planning and administrative services to the Parking Authority and that the administrative expenses budgeted for Fiscal Year 2021-2022 are reasonable and proper.

SECTION 2. The 2021-2022 Budget, as submitted by the Executive Director and as considered by the Parking Authority, is hereby approved and adopted in the amounts set forth in the schedules and summaries of said Budget document and allocations are hereby approved for the purposes herein stated.

SECTION 3. The Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of services.

SECTION 4. The recommended ending balance for June 30, 2022, shown in the proposed annual Financial Summary section is an estimate, and

the actual ending balance is hereby appropriated as a reserve for unanticipated uses as determined by the Parking Authority.

SECTION 5. Capital Improvement Projects revenue and unspent appropriation carryover budget amounts from 2020-2021 shall be recalculated and updated to reflect actual balances as of June 30, 2021 and are hereby incorporated as part of the 2021-2022 approved Budget.

SECTION 6. The Executive Director or designee is authorized to make transfers of budget appropriations between classifications and activities within a fund to purchase such items and services needed to accomplish those purposes set forth in the Program Statements of said Budget document and to insure the efficient and effective administration of the Parking Authority.

SECTION 7. The Executive Director or designee is authorized to execute public works project contracts which are below the threshold amount which is adjusted annually by the Finance Officer in accordance with the Engineering Construction Cost Index.

PASSED AND ADOPTED by the City of Merced Parking Authority at a regular meeting held on the 21st day of June 2021, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

APPROVED:

_____

Chairman

ATTEST:
STEPHANIE R. DIETZ, AUTHORITY SECRETARY

BY:_____
Assistant/Deputy Authority Secretary

(SEAL)

APPROVED AS TO FORM:

_____ 5/17/21
Authority General Counsel Date

Fiscal Year 2021-22 Budget

Final Errata List

Account Line		Description	21-22 Budget Revenue	21-22 Budget Expense
		Adjustments to Maintenance Districts and Youth Council		
001-0701-918-93-17	Transfer out - Merced Auto Center (117)	Increase Transfer out - Fund 117 Maintenance Districts Merced Auto Center		*210*
001-0701-918-93-22	Transfer out - Fahrens Park (122)	Increase Transfer out - Fund 122 Maintenance Districts Fahrens Park		*1,149*
001-0701-918-93-24	Transfer out - Olivewood (124)	Decrease Transfer out - Fund 124 Maintenance Districts Olivewood		*(1,504)*
001-0103-512-29-00	Youth Council - Other Materials and Supplies	Increase Other Materials and Supplies		*145*
		Add Community Funding		
001-0101-512-17-00	Other Materials & Supplies	Increase for Community Funding - Community Foundation of Merced		*10,000*
001-0101-512-17-00	Other Materials & Supplies	Increase for Community Funding - Lifeline CDC		*10,000*
001-0101-512-17-00	Other Materials & Supplies	Increase for Community Funding - Rotary CC Merced County		*10,000*
001-0101-512-17-00	Other Materials & Supplies	Increase for Community Funding - United Way		*10,000*
		Add funding for Mechanic Tools		
001-0701-968-93-70	Transfer out - Fleet Management (670)	Increase transfer out to Fleet Management		*100,000*
		Total for General Fund	**-**	***140,000***
		Adjustments to Maintenance Districts		
117-0701-390-93-01	Transfer in - General Fund	Increase Transfer In from General Fund	*210*	
122-0701-390-93-01	Transfer in - General Fund	Increase Transfer In from General Fund	*1,149*	
124-0701-390-93-01	Transfer in - General Fund	Decrease Transfer In from General Fund	*(1,504)*	
		Total for Maintenance Districts Funds	***(145)***	**-**
		Increase allocation for CDBG per Grant Final Award		
018-1301-321-04-00	Federal Grant - CDBG	Increase CDBG Grant	8,790	
018-1301-552-29-00	Other Materials Supplies	Increase Other Materials Supplies		*8,790*
		Total for Fund 018 - Housing Special Revenue (CDBG)	**8,790**	**8,790**
		Increase allocation for HOME per Grant Final Award		
033-1349-321-31-00	Federal Grants - Homes	Increase Homes Grant	*6,094*	
033-1349-552-29-00	Other Materials Supplies	Increase Other Materials Supplies		*6,094*
		Total for Fund 033 - Housing-Federal Homes	**6,094**	**6,094**

Fiscal Year 2021-22 Budget

Final Errata List

Account Line		Description	21-22 Budget Revenue	21-22 Budget Expense
		Changes to Gas Tax Revenues per Revised Estimates		
009-0701-325-13-00	Section 2105 Gas Tax	Decrease Fund 009 Section 2105 Gas Tax	*(2,585)*	
009-0701-908-93-22	Transfer out - Street Maint./Lights (Fund 022)	Decrease Transfer out - Fund 022 street Maintenance/lights		*(2,585)*
		Total for Fund 009 - Section 2105 Gas Tax	**(2,585)**	**(2,585)**
		Changes to Gas Tax Revenues per Revised Estimates		
010-0701-325-15-00	Section 2106 Gas Tax	Increase Fund 010 Section 2106 Gas Tax	2,355	
010-0701-908-93-22	Transfer out - Street Maint./Lights (Fund 022)	Increase Transfer out - Fund 022 Street Maintenance/lights		2,355
		Total for Fund 010 - Section 2106 Gas Tax	**2,355**	**2,355**
		Changes to Gas Tax Revenues per Revised Estimates		
011-0701-325-10-00	Section 2107 Gas Tax	Decrease Fund 011 Section 2107 Gas Tax	(3,670)	
011-0701-908-93-22	Transfer out - Street Maint./Lights (Fund 022)	Increase Transfer out - Fund 022 Street Maintenance/lights		40,421
		Total for Fund 011 - Section 2107 Gas Tax	**(3,670)**	**40,421**
		Changes to Gas Tax Revenues per Revised Estimates		
065-0701-325-41-00	Section 2103 Gas Tax	Decrease Fund 011 Section 2103 Gas Tax	(90,464)	
065-0701-908-93-22	Transfer out - Street Maint./Lights (Fund 022)	Decrease Transfer out - Fund 022 Street Maintenance/lights		(90,464)
		Total for Fund 065 - Section 2130 Gas Tax	**(90,464)**	**(90,464)**
		Changes to Gas Tax Revenues per Revised Estimates		
076-0701-325-27-00	Section 2030 Gas Tax (RMRA)	Decrease Fund 011 Section 2030 Gas Tax (RMRA)	(9,727)	
076-1701-908-93-22	Transfer out - Street Maint./Lights (Fund 022)	Increase Transfer out - Fund 022 Street Maintenance/lights		50,273
		Total for Fund 076 - Section 2030 Gas Tax	**(9,727)**	**50,273**
		Changes to Gas Tax Revenues per Revised Estimates		
022-0701-390-93-09	Transfer in - 2105 Gas Tax fund 009	Decrease Transfer In - Fund 009 Section 2105 Gas Tax	(2,585)	
022-0701-390-93-10	Transfer in - 2106 Gas Tax fund 010	Increase Transfer In - Fund 010 Section 2106 Gas Tax	2,355	
022-0701-390-93-11	Transfer in - 2105 Gas Tax fund 011	Increase Transfer In - Fund 011 Section 2107 Gas Tax	40,421	
022-0701-390-93-65	Transfer in - 2103 Gas Tax fund 065	Decrease Transfer In - Fund 065 Section 2103 Gas Tax	(90,464)	
022-0701-390-93-76	Transfer in - 2030 Gas Tax fund 076	Increase Transfer In - Fund 076 Section 2030 Gas Tax	50,273	
		Total for Fund 022 - Street Maintenance/Lights	**-**	**-**
		Changes to correct Percentage allocation		
083-0701-302-25-00	Measure "Y" Police 20%	Decrease Measure "Y" Police 20%	(4,691)	
084-0701-302-25-00	Measure "Y" Fire 20%	Decrease Measure "Y" Fire 20%	(4,691)	
085-0701-302-25-00	Measure "Y" Parks & Recreation 20%	Decrease Measure "Y" Parks and Recreation 20%	(4,691)	
086-0701-302-25-00	Measure "Y" Discretionary 40%	Increase Measure "Y" Discretionary 40%	14,073	
		Total for Measure Y Sales Tax	**-**	**-**

Fiscal Year 2021-22 Budget
Final Errata List

Account Line		Description	21-22 Budget Revenue	21-22 Budget Expense
		Add funding for Youth Council, Block Party Trailer Acquisition, Youth Vouchers Program, Kids Discover Station, and Students with Aspiring Goals		
085-0103-512-29-00	Other Material and Supplies	Increase for Youth Council		*13,000*
085-1207-543-43-00	Acquisitions	Increase for Block Party Trailer Acquisition		*20,000*
085-1201-542-17-00	Professional Services	Increase for Youth Voucher Programs		*8,000*
085-1201-542-17-00	Professional Services	Increase for Kids Discover Station		*15,000*
085-1201-542-17-00	Professional Services	Increase for Students with Aspiring Goals		*10,940*
		Add funding for Wheelchair Swings, McNamara Skate Park lights and Dog Park Improvements		
085-1120-532-29-00	Other Materials and Supplies	McNamara Skate Park Lights		*15,000*
085-1120-637-65-00	Capital Outlay	Wheelchair Swings		*30,000*
085-1120-637-65-00	Capital Outlay	Dog Park Improvements		*75,000*
085-0701-390-93-86	Transfer in - Measure "Y" Discretionary (fund 086)	Increase Transfer In - Fund 086 Measure "Y" Discretionary	*120,000*	
		Total for Fund 085 - Measure "Y" Parks and Recreation	**120,000**	**186,940**
		Increase in Transfer out to Fund 085 - Measure "Y" for Wheelchair Swings & McNamara Skate Park Lights and Dog Park Improvements		
086-0701-908-93-85	Transfer out - Measure "Y" Parks and Recreation	Increase Transfer out - Fund 085 Measure "Y" Parks and Recreation		**120,000**
		Total for Fund 086 - Measure "Y" Discretionary	**-**	**120,000**
		Add funding for Mechanic Tools		
670-0701-390-93-01	Transfer in - General Fund	Add transfer in from General Fund	100,000	
670-1103-533-27-00	Small Tools	Purchase of Mechanic Tools		100,000
		Total for Fleet Management	***100,000***	***100,000***
		Total Changes-All Funds	***$ 130,648***	***$ 561,824***

Revised Projected Fund Balances Including Errata List

Fund	Description	Adjustment to Estimated 20-21 Fund Balance	CM Recommended 21-22 Fund Balance	Errata Revenue	Errata Expense	*Revised 21-22 Fund Balance*
Fund 001	General Fund		960,659		140,000	***820,659***
Fund 083	Measure "Y" Police-20% Fund		250,065	(4,691)	-	***245,374***
Fund 084	Measure "Y" Fire-20% Fund		253,025	(4,691)	-	***248,334***
Fund 085	Measure "Y" Parks and Recreation-20% Fund		383,269	115,309	186,940	***311,638***
Fund 086	Measure "Y" Discretionary-40% Fund		305,691	14,073	120,000	***199,764***
Fund 018	Housing-CDBG Fund		-	8,790	8,790	**-**
Fund 033	HOME Fund		-	6,094	6,094	**-**
Fund 009	Section 2105 Gas Tax Fund		-	(2,585)	(2,585)	**-**
Fund 010	Section 2106 Gas Tax Fund		-	2,355	2,355	**-**
Fund 011	Section 2107 Gas Tax Fund	44,091 *	-	(3,670)	40,421	**-**
Fund 065	Section 2103 Gas Tax Fund		-	(90,464)	(90,464)	**-**
Fund 076	Section 2030 (RMRA) Gas Tax Fund	60,000 *	-	(9,727)	50,273	**-**
Fund 022	Street Maintenance/Lights Fund		-	-	-	**-**
Funds 100 thru 153	Maintenance Districts Funds		1,514,923	(145)	-	***1,514,778***
Fund 670	Fleet Management Fund		-	100,000	100,000	**-**
	Total Changes - All Funds			**$ 130,648**	**$ 561,824**	

*This represents changes to ending fund balance due to revised FY2020-21 Gas Tax revenues.

ADMINISTRATIVE REPORT

Agenda Item L.1. Meeting Date: 6/21/2021

Report Prepared by: Michael Hren, Principal Planner, Development Services Department

SUBJECT: Adoption of Resolution Approving the Yosemite Crossing Subdivision, Phase 1 - Final Map #5382 for 6 Commercial Lots, Generally Located on the Northeast Corner of Yosemite Avenue and G Street, and the Approval of the Subdivision Agreement for Yosemite Crossing, Phase 1

REPORT IN BRIEF
Considers the approval of Final Map #5382 for 6 commercial lots, generally located at the northeast corner of Yosemite Avenue and G Street, and the Subdivision Agreement for Yosemite Crossing, Phase 1.

RECOMMENDATION
City Council - Adopt a motion:

A. Adopting **Resolution 2021-49**, A Resolution of the City Council of the City of Merced, California, approving the Final Subdivision Map for the Yosemite Crossing, Phase 1 Subdivision (#5382); and,

B. Approving the Subdivision Agreement for Yosemite Crossing, Phase 1; and,

C. Authorizing the City Manager or designee to execute the Subdivision Agreement.

ALTERNATIVES
1. Approve the action as recommended by staff; or,
2. Deny; or,
3. Approve, subject to modifications as conditioned by Council; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in City Council motion); or,
5. Continue to a future City Council meeting (time and date to be specified in motion).

AUTHORITY
Chapter 24 of Title 18, Subdivisions, of the Merced Municipal Code (MMC) deals with final maps. Section 18.24.120 gives the City Council authority to approve the final map and agreements as long as it is consistent with the Tentative Map.

DISCUSSION
The proposed subdivision (Yosemite Crossing, Phase 1), is generally located at the northeast corner of Yosemite Avenue and G Street, (Attachment 1). The Yosemite Crossing, Phase 1 Subdivision,

Final Map #5382 would approve 6 commercial lots (refer to the Final Map at Attachment 2). The Yosemite Crossing subdivision includes a total of 17 lots of mixed uses. A copy of the approved Vesting Tentative Subdivision Map for the Yosemite Crossing Subdivision is provided at Attachment 3.

The owner/developer, Yosemite & G, LLC., has substantially complied with the previously approved tentative map for this site (Tentative Map #1314), and has complied with the Conditions of Approval listed in Planning Commission Resolution #4046 (Attachment 4), adopted by the Planning Commission on September 9, 2020. The owner/developer has submitted an application for a final map approval in compliance with the Subdivision Map Act and City Subdivision Ordinance. It is now appropriate to approve the Final Map (Attachment 2) and Subdivision Agreement (Attachment 6).

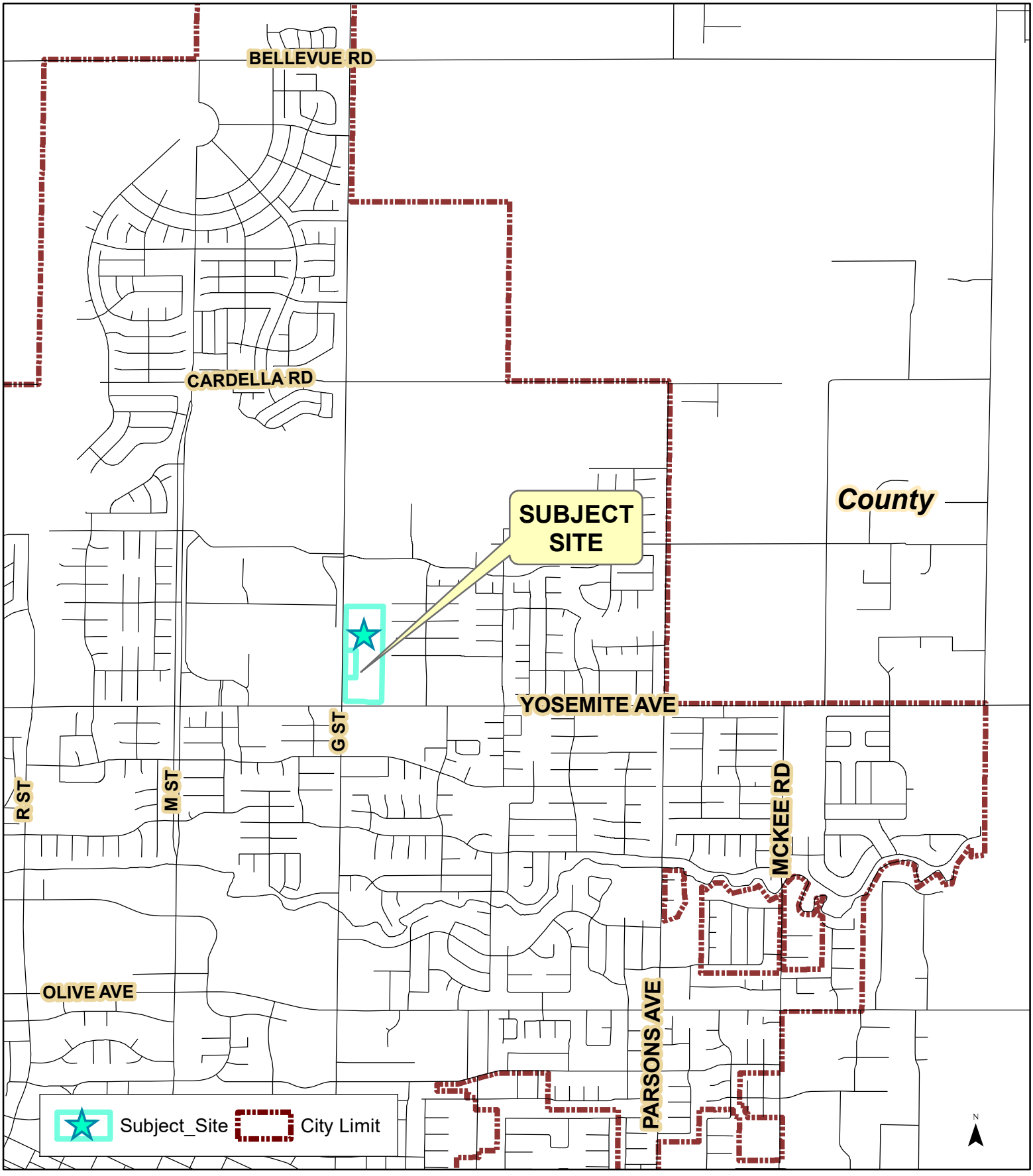
Typically, final subdivision maps are approved as part of the consent calendar portion of the City Council agenda. However, because the public hearing and election for the Community Facilities District (CFD) was also on the City Council agenda for June 21, 2021, the approval of the final map was moved to the Reports section of the agenda to allow the Council to take action on the CFD prior to the final map. If the CFD was approved, the City Council may approve the final map as well. If the CFD was not approved, the City Council should refer the final map back to staff until the annexation into CFD can be completed.

City Council Action

The proposed Final Subdivision Map substantially complies with the approved Tentative Map for this site (TSM #1314). Therefore, the City Council should adopt the Resolution found at Attachment 5 approving Final Map #5382 for Yosemite Crossing, Phase 1 and approve the Subdivision Agreement (Attachment 6) for the subdivision.

ATTACHMENTS

1. Location Map
2. Final Subdivision Map #5382
3. VTSM #1314
4. Planning Commission Resolution #4046
5. Draft City Council Resolution approving Final Map #5382
6. Subdivision Agreement



Disclaimer: This document was prepared for general inquiries only.The City of Merced is not liable for errors or ommissions that might occur.Official information concerning specific parcels should be obtained from recorded or adopted City documents.

LOCATION MAP

ATTACHMEN 1059

OWNER'S STATEMENT

I hereby state that I am the owner of or have record title interest in the subdivided real property, and that I am the only person whose consent is necessary to pass clear title to said land. I hereby consent to the preparation and recordation of this subdivision map as shown within the exterior boundary lines.

I also hereby irrievocably offer for dedication the real propety described as an easement for public purposes to the City of Merced.

The 10 foot Public Utility Easement and Storm Drain Easement delineated on this map.

I further state that I know of no easement or structure existing within the land herein offered for dedication to the public, other than public utilities.

For: Yosemite & G, LLC, a California limited liability company

_____ Date: _____
Neil Angelillo

ACKNOWLEDGEMENT

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

State of California
County of _____

On _____ 2021, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____
Notary Public

Commission No. _____

Commission Expires _____

(DO NOT STAMP)

SOILS REPORT:
A soils report covering the land within the boundaries of the subdivision was made by Krazan & Associates, Inc. Geotechnical Engineering Division, 448 Mitchell Road, Suite C, Modesto, California 95354, bearing the date of December 2, 2020, a copy of which is on file with the City of Merced.

Project No. 072-20062

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3300 • Fax (209) 722-3254

Job No. 19-250 F.B. 237 Pg. 40-42

TITLE REPORT

PRELIMINARY TITLE REPORT
Prepared by: Placer Title Company
Document: P-322435
Date: September 10, 2020
Affect: Used in preparation of this plat and considered a part hereto by reference

OMITTED SIGNATURES

PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED:

(1) EASEMENT
Granted To: City of Merced
Purpose: For waterline and incidental purposes
Document: Book 3127 of Official Records at Page 664, M.C.R.
Recorded: July 13, 1993

(2) EASEMENT
Granted To: City of Merced
Purpose: For public facilities and incidental purposes
Document: Book 3234 of Official Records at Page 435, M.C.R.
Recorded: May 11, 1994

(3) EASEMENT
Granted To: City of Merced
Purpose: For storm drain and incidental purposes
Document: 2017-006331 of Official Records, M.C.R.
Recorded: February 24, 2017

SUBDIVISION AGREEMENT

Subdivision Agreement between the City of Merced and YOSEMITE & G, LLC, for YOSEMITE CROSSING PHASE 1, recorded as Document Number _____, M.C.R.

RECORDER'S STATEMENT No._____

Filed this____day of _____, 20___, at _____.M. in Volume _____ of Official Plats at Page(s)_____ at the request of Golden Valley Engineering & Surveying, Inc.

Fee:_____

Barbara J. Levey,
County Recorder

By: _____, Deputy

CITY CLERK'S STATEMENT

I, Stephanie R. Dietz, City Clerk of the City of Merced, State of California, do hereby certify that this map was approved at a regular meeting of the City Council of the City of Merced, State of California, held on this ____ day of _____, 2021, and that the Council did accept on behalf of the Public, the 10 foot Public Utility Easement as indicated on this map and accept all underlying water rights.

IN WITNESS WHEREOF, I hereto set my hand this _____ day of _____, 2021.

Signature: _____
Stephanie R. Dietz, City Clerk

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Neil Angelillo on September 16, 2020. I hereby state that all monuments are on character and occupy the positions indicated or that they will be set in those positions before January 20, 2022, or before said Subdivision Improvements are accepted by the City of Merced and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this Final Map substantially conforms to the conditionally apporved Tentative Map.

_____
Duane J. Andrews, L.S. 4052

Dated: _____

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map and that the subdivision shown hereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof, that this map is in compliance with all provisions of hte California Subdivision Map Act and Local Ordinances applicable at the time of the approval of the Tentative Map, have been complied with.

Signature: _____
Michael R. Beltran II, R.C.E. 83916
City Engineer

Date: _____

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map and have found that it conforms with mapping provisions of the Subdivision Map Act and I am satisfied said map is technically correct.

Signature: _____
Joe M. Cardoso, P.L.S. 8951

Date: _____

VESTING TENTATIVE MAP No. 1314
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE & MERIDIAN.
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 1 OF 4 SEPTEMBER 2020

VOLUME _____ PAGE _____

W:\land projects\1500 G & Yosemite\Map\19250 Final Subdivision Map.dwg, 2/2/2021 9:33:21 AM

ATTACHMENT 2

BASIS OF BEARINGS

The bearing N 89°55'33" E, for the South Section line of Section 8, and Centerline of Yosemite Avenue, as shown on that certain Amened Map for Mansionette Estates Unit 1, recorded in Volume 52 of Official Plats at Pages 31 to 33, M.C.R., was used as the basis of bearing for this survey

REFERENCES

(1) *Amended Map for Mansionette Estates Unit 1, Volume 52 of Official Plats, at Pages 31-33, M.C.R.*

(2) *Parcel Map for Spalding G. Wathen, Book 65 of Parcel Maps, at Pages 42-44, M.C.R.*

(3) *Parcel Map for V&S Real Estate Investments LLC., Book 115 of Parcel Maps, at Pages 20-21, M.C.R.*

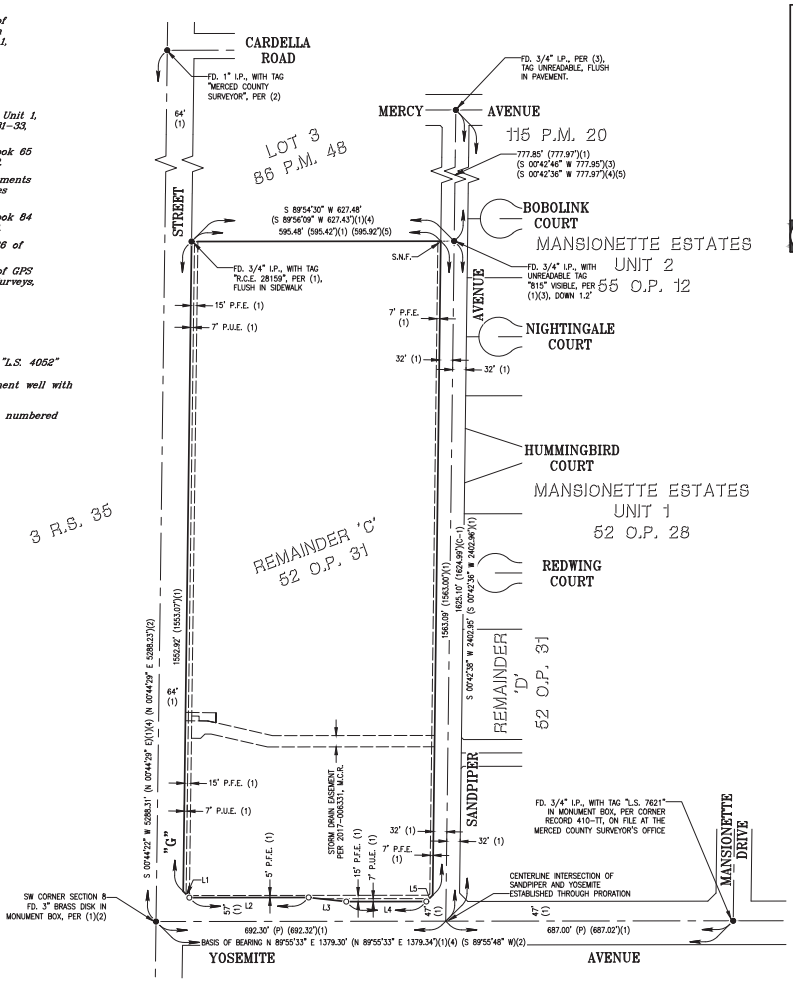
(4) *Parcel Map for Spalding G. Wathen, Book 84 of Parcel Maps, at Pages 28-29, M.C.R.*

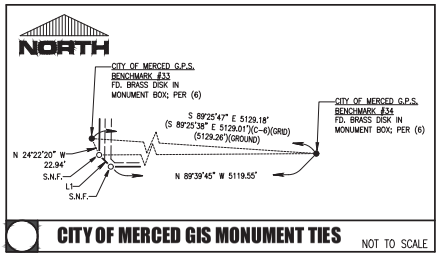
(5) *Parcel Map for Mercy Hospital, Book 66 of Parcel Maps, at Pages 48-49, M.C.R.*

(6) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38-41, M.C.R.*

LEGEND

●	*Found monument as noted*
○	*Set 3/4" iron pipe, with tag "L.S. 4052"*
◎	*Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
( )	*Record data, per that certain numbered reference. See references.*
(M)	*Measured Distance*
(P)	*Proportion Distance*
(R)	*Radial Bearing*
FD.	*Found*
I.P.	*Iron Pipe*
M.C.R.	*Merced County Records*
N.T.S.	*Not to Scale*
O.P.	*Official Plats*
P.M.	*Parcel Map*
P.F.E.	*Public Facility Easement*
P.U.E.	*Public Utility Easement*
S.N.F.	*Searched, Nothing Found*
———	*Survey Boundary*





CITY OF MERCED GIS MONUMENT TIES NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°40'02"E (N44°39'52"W)(1)	21.06' &(1)(M)
L2	N89°55'33"E &(1)(M)	284.89' (284.90')(1)
L3	S83°44'00"E (N83°43'47"W)(1)	90.55' &(1)
L4	N89°55'33"E &(1)(M)	191.24' (191.25')(1)
L5	S45°19'05"W (N45°19'12"E)(1)	21.36' &(1)(M)

VESTING TENTATIVE MAP No. 4046
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE & MERIDIAN.

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=150' **SHEET 2 OF 4** **SEPTEMBER 2020**

VOLUME _____ PAGE _____

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Job No. 19-250 F.B. 237 Pg. 40-42

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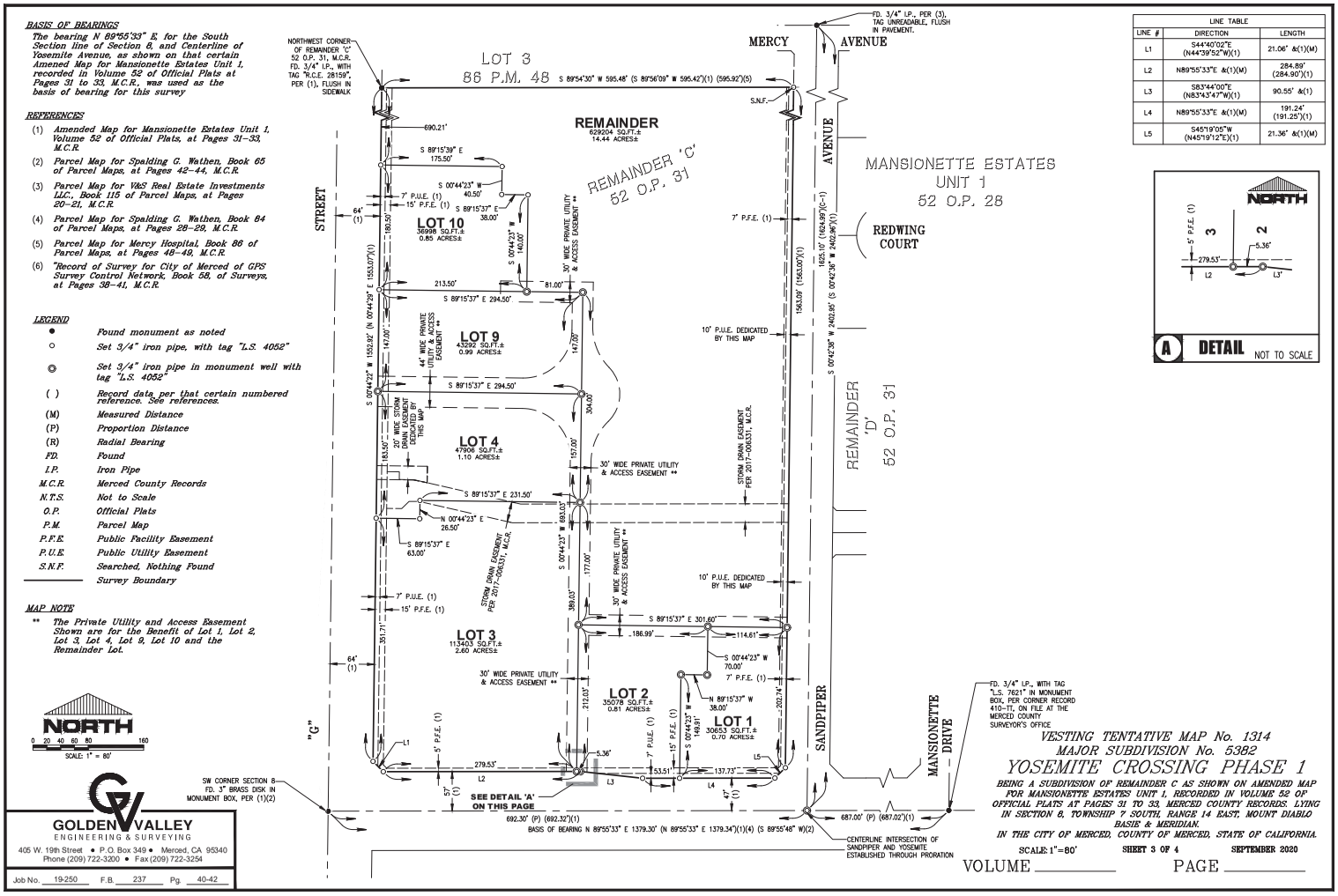

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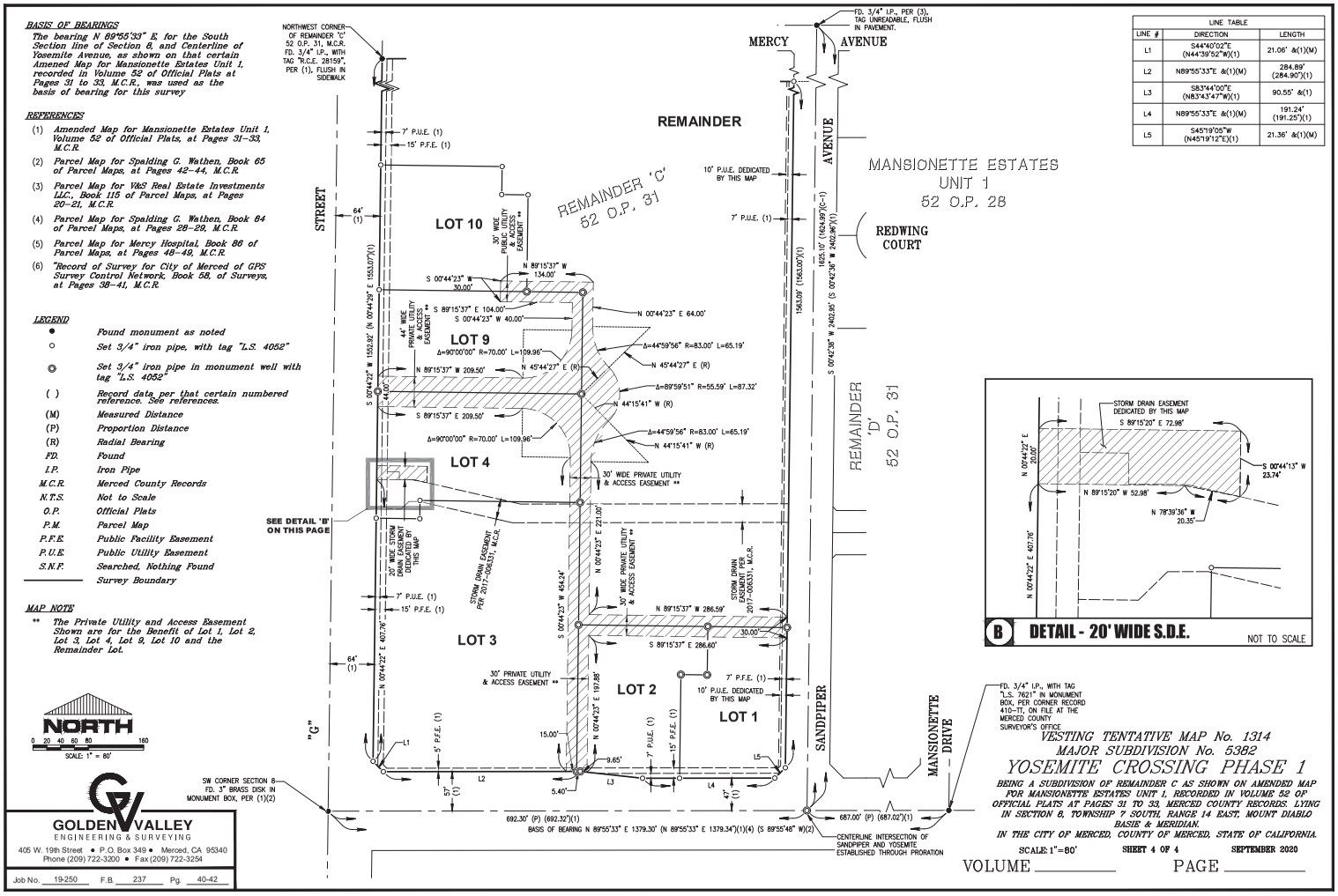


VESTING TENTATIVE MAP No. 1314
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE & MERIDIAN.

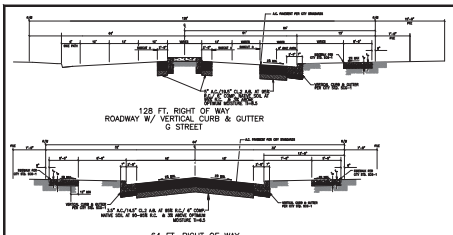
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=80' SHEET 4 OF 4 SEPTEMBER 2020

VOLUME _____ PAGE _____

W:\land projects\1500 G & Yosemite\Map\19250 Final Subdivision Map.dwg, 2/2/2021 10:00:57 AM

ATTACHMENT 3



BENCHMARK:

FD. "CITY OF MERCED" DISK LOCATED ON THE TOP OF THE SOUTH END OF A CURB RETRN AT THE SOUTHWEST CORNER OF YOSEMITE AVENUE AND "G" STREET.

ELEVATION: 175.21' (NAVD88)

MERCED JR. COLLEGE
230-010-007

SURVEY LEGEND:

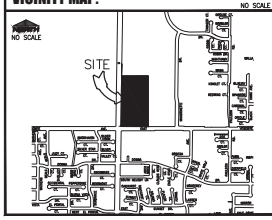
AC	ASPHALT	MH	MANHOLE		ARROWS STRIPING
BOW	BACK OF SIDEWALK	(N)	NORTH		DRAINAGE MANHOLE
C OR CONC	CONCRETE	OD	OUTSIDE DIAMETER		FIRE HYDRANT
CB	CATCH BASIN	OG	ORIGINAL GROUND		GUY WIRE
CE	CONCRETE EDGE	PP	POWER POLE		SEWER MANHOLE
℄	CENTERLINE	(S)	SOUTH		SIGN – AS NOTED
CR	CROWN OF ROAD	SMH	SEWER MANHOLE		STREET LIGHT
D	DIRT	TC	TOP OF CURB		TRAFFIC LIGHT
DMH	DRAINAGE MANHOLE	(W)	WEST		TRAFFIC LIGHT – SHORT
DT	DIRT TOE				UTILITY POLE
DYLT	DAY LIGHT				TREE – DECIDUOUS
(E)	EAST				TREE – EUCALYPTUS
ELEV	ELEVATION				TREE – OAK
EP	EDGE OF PAVEMENT				
FL	FLOW LINE				
G	GROUND				
GE	GRASS EDGE				
GB	GRADE BREAK				
IB	IRRIGATION BOX				ASPHALT AREA
ID	INSIDE DIAMETER				
INV	INVERT				CONCRETE AREA
LA	LANDSCAPE AREA				
LIP	LIP OF GUTTER				

LEGEND:

- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EASEMENT LINE
- CENTER LINE OF EASEMENT
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING STORM LINE

VICINITY MAP:

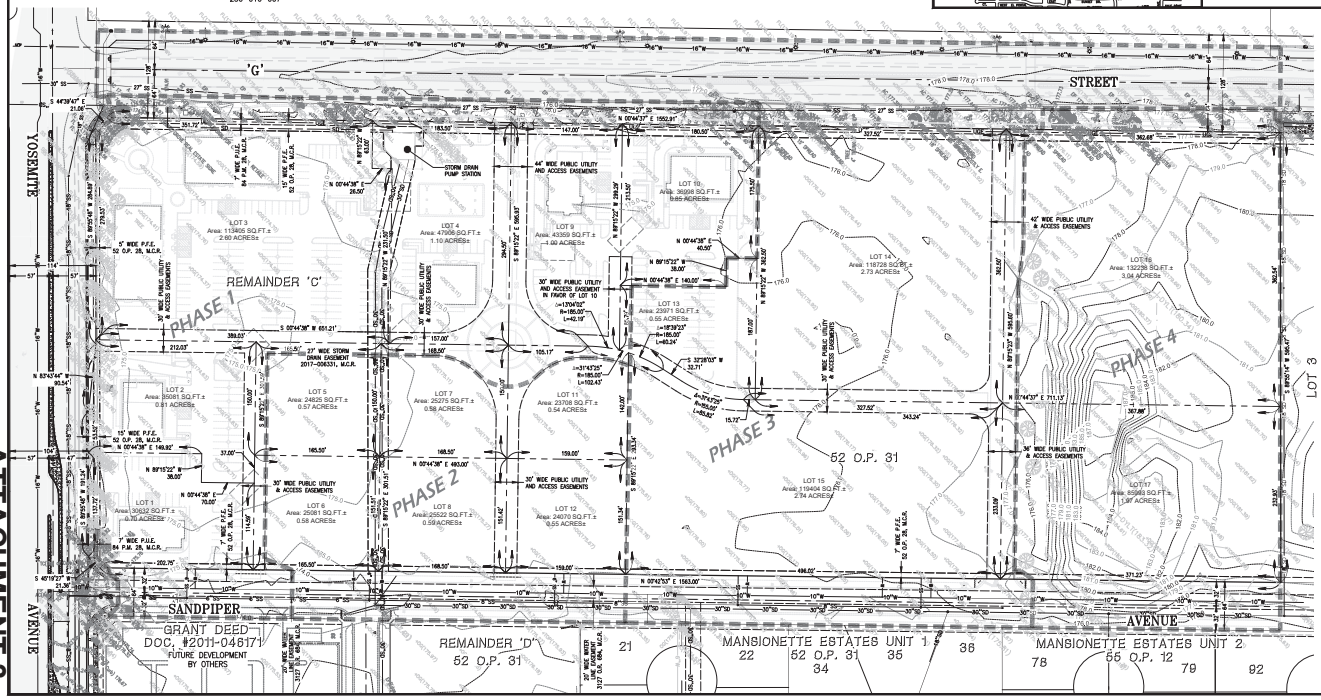
NO SCALE



TENTATIVE MAP NOTES:

INFORMATION REQUIRED PER MERCED MUNICIPAL CODE SECTION 18.16.080

1. LOCATION MAP AS SHOWN HEREON.
2. TRACT NAME, DATE, NORTH ARROW, SCALE AND LEGAL DESCRIPTION AS SHOWN HEREON.
3. OWNER: YOSEMITE & G, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
   155 W. SHAW AVE., #104
   FRESNO, CA 93711
   (559) 222-5768
4. SUBDIVIDER: SAME AS ABOVE
5. MAP PREPARED BY: GOLDEN VALLEY ENGINEERING & SURVEYING, Inc.
   405 W. 16TH STREET
   MERCED, CA 95341
   (209) 722-1200
6. ACREAGE APPROXIMATELY 21.5 ACRES (GROSS)
7. CONTOURS SHOWN.
8. LOCATIONS, WIDTHS, WIDTHS, RADII OF CURVES AND GRADES OF ALL EXISTING AND PROPOSED ROADS, STREETS IN AND ADJACENT TO THE PROPOSED SUBDIVISION AS SHOWN.
9. NO PROTECTIVE COVENANTS PROPOSED AT THIS TIME. PROTECTIVE COVENANTS TO BE RECORDED WITH FINAL MAP, IF ANY.
10. LOCATION AND DESCRIPTION OF ALL EASEMENTS AS SHOWN HEREON.
11. LOCATION AND SIZE OF ALL EXISTING AND PROPOSED UTILITIES AS SHOWN HEREON.
12. SEWAGE DISPOSAL BY CITY OF MERCED FACILITIES. STORM WATER DISPOSAL BY EXISTING SYSTEM TO CITY OF MERCED FACILITIES ADJACENT TO PROJECT SITE.
13. NO PUBLIC OPEN SPACE EXISTS WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.
14. LOT LAYOUT, APPROXIMATE DIMENSIONS AND AREA OF EACH IRREGULAR LOT AND LOT NUMBERS AS SHOWN.
15. ZONE: PLANNED DEVELOPMENT
16. APPROXIMATE BEARING AND DISTANCES TO NEAREST 1/4 SECTION CORNER AS SHOWN HERE ON.
17. PROPOSED PUBLIC IMPROVEMENTS PER CITY STANDARDS.
18. DEVELOPMENT PHASE: THE OWNER RESERVES THE RIGHT TO PHASE THIS PROJECT IN ACCORDANCE WITH THE PROVISIONS OF THE STATE SUBDIVISION MAP ACT.
19. EXISTING USE AND OWNERSHIP OF LAND IMMEDIATE ADJACENT TO SUBDIVISION AS SHOWN HEREON.
20. PRELIMINARY TITLE REPORT TO BE SUBMITTED WITH TENTATIVE MAP.
21. EXISTING TREES SHOWN.
22. AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. THE SITE IS WITHIN FLOOD ZONE 'X' PER F.I.R.M. MAP NUMBER 06047C0429 G EFFECTIVE DATE DECEMBER 2, 2008 PREPARED BY F.E.M.A.



Know what's below. Call before you dig. 1-800-227-2600

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GOLDEN VALLEY
ENGINEERING & SURVEYING
405 West 16th Street
Merced, CA 95340
P.O. Box 349
Merced, CA 95341
Ph.: (209) 722-3200
Fax: (209) 722-3254

No.	Date	Description

It is the client responsibility prior to or during construction to notify the Engineer in writing of any proposed change in the project from the information shown on these plans. Any changes made in the field or these plans which are not submitted to and approved by the Engineer in writing will relieve the Engineer of responsibility for the adequacy of the design and will void any warranty, expressed or implied. The Engineer will not be responsible for any modifications made to these plans by any other party without the Engineer's prior written consent.

VESTING TENTATIVE MAP

'G' STREET & YOSEMITE AVENUE
231-040-004

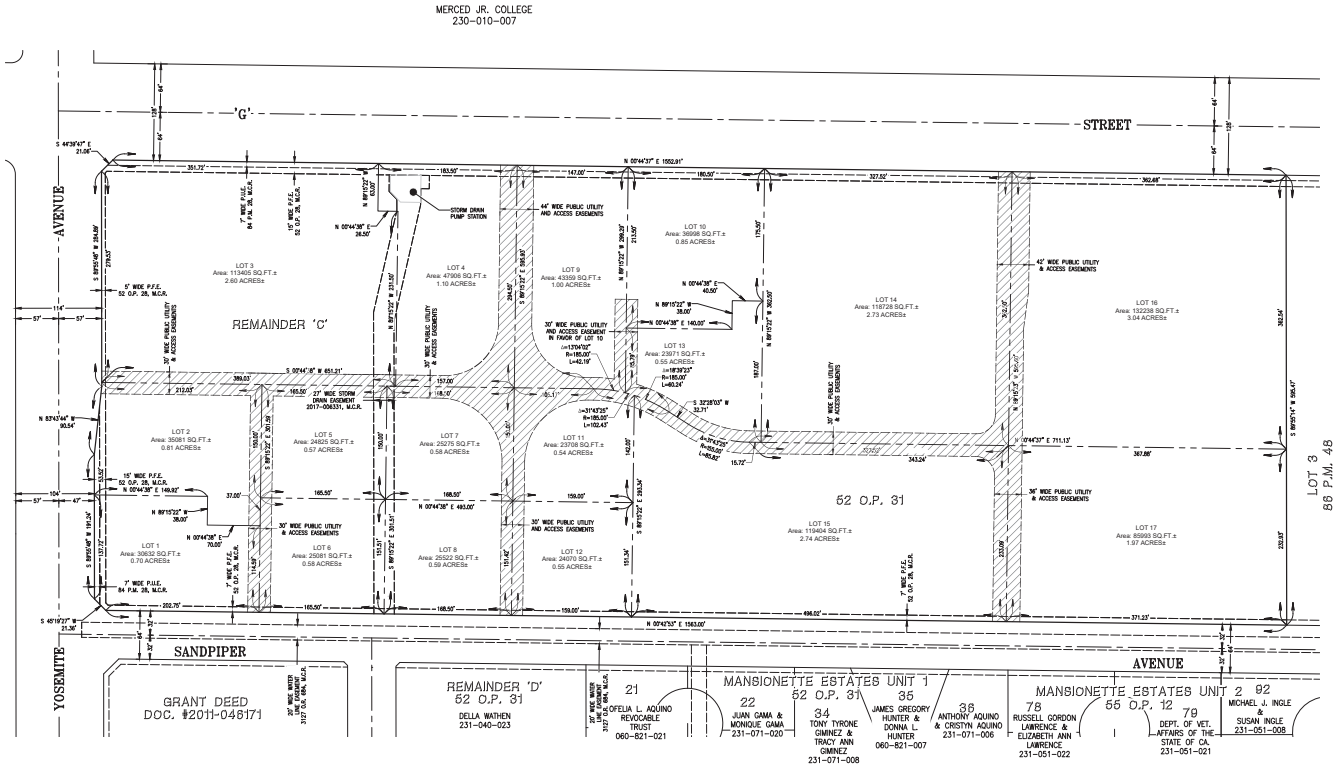
STATE OF CALIFORNIA
CITY OF MERCED

SHEET CONTENTS
VESTING TENTATIVE MAP

PREPARED FOR:
YOSEMITE & G LLC
ATTN: NEIL ANGELILLO
1155 W. SHAW AVE., #104
FRESNO, CA 93711
PH: (559) 222-5768

PROJECT DATA:
Date: 3/16/2020
Checked By: JX
Drawn By: TB
Job No.: 19250

SHEET NUMBER
1



BENCHMARK:

PROPERTY LINE
NEIGHBORING PROPERTY LINE
EASEMENT LINE
CENTER LINE OF EASEMENT
PROPOSED PROPERTY LINE

PROPOSED PUBLIC UTILITY AND ACCESS EASEMENT

SCALE: 1" = 60'

Know what's below. Call before you dig. 1-800-227-2600

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Merced, CA 95340
P.O. Box 349
Merced, CA 95341
Ph.: (209) 723-3200
Fax: (209) 722-3254

No.	Date	Description

It is the client responsible party to or using contractor to notify the Owner's office of any potential areas of discrepancy in the plan and specifications or other issues that may affect the construction of the project prior to the commencement of any work. Notify Contractor immediately and proceed only as directed. Failure to notify the Owner's office of any discrepancies shall relieve the Owner's office of responsibility for any claims or subsequent costs that may result.

VESTING TENTATIVE MAP

'G' STREET & YOSEMITE AVENUE

231-040-004

STATE OF CALIFORNIA

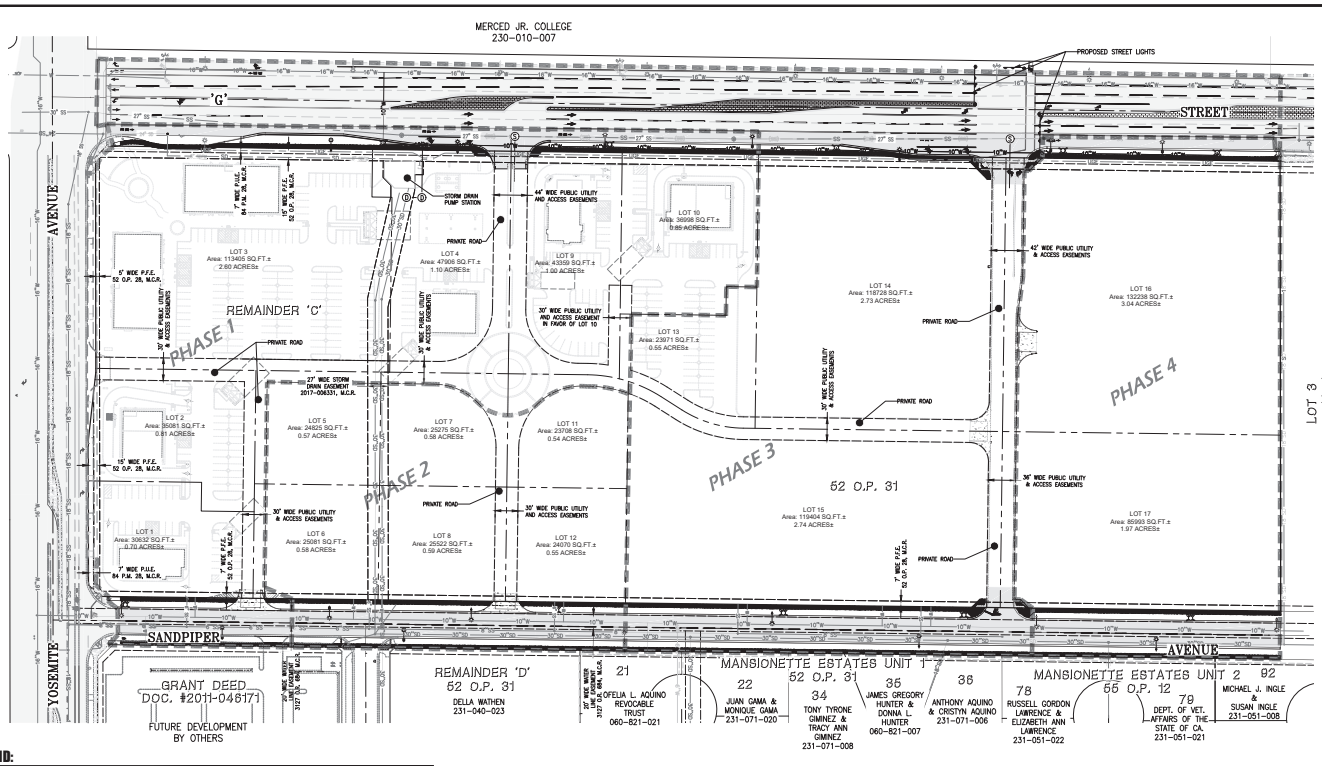
CITY OF MERCED

SHEET CONTENTS:
VESTING TENTATIVE MAP

PREPARED FOR:
YOSEMITE & G LLC
ATTN: NEIL ANGELILLO
1155 W. SHAW AVE., #104
FRESNO, CA 93711
PH: (559) 222-5768

PROJECT DATA:
Date: 3/16/2020
Checked By: JX
Drawn By: TB
Job No.: 19250

SHEET NUMBER:
2



LEGEND:

- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EASEMENT LINE
- CENTER LINE OF EASEMENT
- PROPOSED PROPERTY LINE
- W — EXISTING WATER LINE / W — PROPOSED WATER LINE
- SS — EXISTING SEWER LINE / SS — PROPOSED SEWER LINE
- SD — EXISTING STORM LINE / SD — PROPOSED STORM LINE
- STAMPED CONCRETE

PROPOSED	EXISTING	
		ARROWS STRIPING
Ⓓ	Ⓓ	DRAINAGE MANHOLE
		FIRE HYDRANT
		STREET LIGHT
Ⓢ	Ⓢ	SEWER MANHOLE
		TRAFFIC LIGHT

SCALE: 1" = 60'

811 Know what's below. Call before you dig. 1-800-227-2600

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P.O. Box 349
Merced, CA 95341
Ph.: (209) 722-3200
Fax: (209) 722-3254

No.	Date	Description

It is the client responsibility prior to or during construction to notify the Golden Valley Engineering & Surveying, Inc. of any variances from the plans and specifications. Any verbal instructions, clarifications, or changes must be confirmed in writing to be valid. Golden Valley Engineering & Surveying, Inc. will not be responsible for any deviations from the plans and specifications that are not made aware of and approved in writing.

VESTING TENTATIVE MAP

'G' STREET & YOSEMITE AVENUE
231-040-004

STATE OF CALIFORNIA
CITY OF MERCED

SHEET CONTENTS:
VESTING TENTATIVE MAP

PREPARED FOR:
YOSEMITE & G LLC
ATTN: NEIL ANGELILLO
1155 W. SHAW AVE., #104
FRESNO, CA 93711
PH: (559) 222-5768

PROJECT DATA:
Date: 3/16/2020
Checked By: JX
Drawn By: TB
Job No.: 19250

SHEET NUMBER:
3

CITY OF MERCED
Planning Commission

Resolution #4046

WHEREAS, the Merced City Planning Commission at its regular meeting (held via teleconference) of September 9, 2020, held a public hearing and considered **Vesting Tentative Subdivision Map #1314**, and **Amendment to the Legislative Action Agreement,** initiated by Yosemite and G, LLC., property owners. The application involves a request to allow the subdivision of approximately 21.5 acres into 17 lots, generally located at the northeast corner of Yosemite Avenue and G Street. The property is within Planned Development #72 and has a General Plan designation of Neighborhood Commercial (CN); also known as Assessor's Parcel Number (APN) 231-040-004 and APN 231-040-005.

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through J of Staff Report #20-451 (Exhibit B); and,

WHEREAS, the Merced City Planning Commission concurs with the Findings for Tentative Subdivision Map Requirements in Merced Code Section 18.16.80, 18.16.90, and 18.16.100 as outlined in Exhibit B; and,

NOW THEREFORE, after reviewing the City's Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review (Initial Study #19-28 for General Plan Amendment #19-03 and Site Utilization Plan Revision #3 to Planned Development #72) remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and recommend to the Merced City Council the approval of Amendment to the Legislative Action Agreement, and approve Vesting Tentative Subdivision Map #1314, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference, and contingent upon the approval by City Council of Amendment to the Legislative Action Agreement.

Upon motion by Commissioner DYLINA, seconded by Commissioner WHITE, and carried by the following vote:

AYES: Commissioners Delgadillo, Dylina, White, and Chairperson Harris
NOES: None
ABSENT: Commissioners Butticci and Camper (one vacancy)
ABSTAIN: None

Adopted this 9th day of September 2020

Michael Harris

Chairperson, Planning Commission of
the City of Merced, California

ATTEST:

Secretary

Exhibits:
Exhibit A – Conditions of Approval
Exhibit B – Findings/Considerations

N:\SHARED\PLANNING\Projects\Yosemite & G\TSM\Resolution for TSM #1314.docx

Conditions of Approval
Planning Commission Resolution #4046
Vesting Tentative Subdivision Map #1314

Note: The Conditions of Approval are based on Planning Commission Resolution # 4034 for General Plan Amendment #19-03 and Site Utilization Plan #3 to Planned Development (PD) #72 ("Prior Conditions of Approval"); Changes to such Prior Conditions of Approval are indicated by Strike Through (Deletions) and Bold Underline (Additions). It is the parties' intention that the Conditions of Approval attached hereto shall supersede and replace in their entirety the Prior Conditions of Approval.

1. The proposed General Plan Amendment and SUP Revision shall be constructed/designed in substantial compliance with the Site Plan, Rendering, and Typical Elevations and Floor Plans (Attachments D, E, and F of Planning Commission Staff Report #19-29), except as modified by the conditions.

2. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

3. The Project shall comply with the applicable conditions set forth in Resolution #2974 for General Plan Amendment #10-02 and Zone Change #410 previously approved for this site, **except as amended by these conditions**.

4. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.

5. Approval of the General Plan Amendment and Site Utilization Plan Revision is subject to the applicant's entering into a written (developer) agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

6. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.

8. De-annexation from the existing Maintenance District and Annexation to Community Facilities District (CFD) #2003-2 is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, streetlights, parks and open space. CFD procedures shall be completed prior to any final map approvals or issuance of any building permits, whichever comes first. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

9. The project shall comply with all mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #19-28 (Attachment H of Planning Commission Staff Report #19-29) and all applicable mitigation measures outlined in the Mitigation Monitoring Program for Initial Study #10-06 (Appendix C of Initial Study #19-28, Attachment G of Staff Report #19-29).

10. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.

11. All signs shall comply with the **Master Sign Program approved as a part of Conditional Use Permit #1241, approved by the Merced Planning Commission on May 20, 2020, and with the** North Merced Sign Ordinance and Section 20.62.040 (B)(2) of the City's Zoning Ordinance for signs in a Neighborhood Commercial (C-N) zone.

12. The applicant shall construct all missing improvements along the property frontage on Yosemite Avenue and G Street including, but not limited to, sidewalk, curb, gutter, street lights, and street trees.

13. All necessary right-of-way along the property frontage, including Yosemite Avenue, G Street, and Sandpiper Avenue needed for public improvements shall be dedicated prior to the issuance of the first building permit or recordation of a parcel map, whichever comes first.

14. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.

15. Parking lot trees shall be installed per City Parking Lot Landscape Standards and Section 20.38.070 (F). At a minimum, parking lot trees shall be provided at a ratio of one tree for every six parking spaces. Trees shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list).

16. All projects on this site shall comply with Post Construction Standards in accordance with the requirement for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System). **Applicant may fulfill this requirement by contributing its "Fair Share" to the CFD of the cost for treatment facilities that will treat the stormwater generated by the entire service area. Applicant's "Fair Share" will be based on the applicant's percentage of discharge within the service area.**

17. Prior to issuance of the first grading/building permit for any project on the site, the applicant shall demonstrate compliance with San Joaquin Valley Air Pollution Control District Rule 9510 to the Planning Department. Changes to the site plan resulting from compliance with Rule 9510 are subject to review by City Staff or the Planning Commission, as determined by the Director of Development Services.

18. Bicycle parking for all projects on the site shall meet the minimum requirements of the California Green Building Code and Merced Municipal Code Section 20.38.080.

19. All landscaping on the site shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Section 20.36 – Landscaping.

20. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

21. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.

22. For buildings over 30 feet tall, a minimum 26-foot-wide drive aisle shall be provided for emergency vehicle access. The developer shall work with the Fire Department to determine the areas that need the 26-foot-wide drive aisle. An emergency access lane made of an all-weather surface shall be constructed to the south of the southernmost multi-family building. This lane shall either be able to meet the turnaround needs of emergency vehicles if it is 150 feet long or more, or it shall be less than 149 feet long but still meet the needs of emergency access for the residential building. In the event that the southernmost residential building is 30 feet tall or less, this path shall be a minimum of 22 feet wide. If the southernmost residential building is more than 30 feet tall, the path shall be a minimum of 26 feet wide. These details shall be confirmed as acceptable by the Fire Chief or designee prior to the issuance of occupancy permits for any of the multi-family residential buildings.

23. A fire control room may be required for the buildings on the site. The applicant shall work with the Fire Department to determine the location of the fire control room. Additional fire control rooms may be required at the discretion of the Fire Chief.

24. Each building shall be provided with a Fire Department Connection, **if fire sprinklers are required.**

25. Buildings that do not provide an elevator (other than a freight elevator) shall be provided with an additional exit. The developer shall work with the Chief

Building Official to determine the number of exits required for each building.

26. A minimum turning radius of 33 feet inside, curb-to-curb, and 49 feet wall-to-wall for fire apparatus access must be provided throughout the project site or as required by the Fire Department.

27. All storm water shall be **either (a)** retained onsite and **metered out to the City's storm water system** or **(b) directed to** the basin immediately to the east of the project site in accordance with City Standards, subject to a storm drain plan approved by the City Engineer. The applicant shall submit calculations to the City showing, to the satisfaction of the City Engineer or designee, that the basin to the east of the project site has enough capacity for the proposed plans.

28. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.

29. All parking lot and other exterior lighting shall be oriented in such a way so that it does not spill over onto adjacent properties.

30. Containers for refuse and recycled goods shall be stored in enclosures that are designed with colors compatible with the buildings and shall be constructed to meet City Standards. At the Building Permit stage, the developer shall work with the City Refuse Department to determine the best location for these enclosures to ensure proper access is provided for City Refuse Trucks as well as the number of containers needed to adequately serve the site. Use of a trash compactor should be considered to reduce the number of pick-ups per week.

31. All construction activity shall be conducted between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

32. All walking paths, bicycle and vehicle parking areas, and recreational areas shall be provided with sufficient lighting to ensure a safe environment.

33. All mechanical equipment shall be screened from public view.

34. Instead of the typical requirements for additional Conditional Use Permits and Site Plan Review for interface, this Site Utilization Plan process will address interface regulations, additional review, and permissibility of specific uses in Planned Development #72. These modifications apply in the portions of Planned Development #72 covered by the subject site parcels (Assessor's Parcel Number 231-040-004 and 231-040-005) in the following manner, taking into consideration that the adjacency of parcels may change in the event of parcel modifications in the future:

a. Multi-family housing will require a Site Plan Review Permit rather than a Conditional Use Permit, and if on a parcel abutting or across from (per the definitions in Section 20.32.020 of the Zoning Ordinance) a property with R-1 zoning, will require a publicly noticed public hearing at the Site Plan Review meeting per Section 20.32 of the Zoning Ordinance; and,

b. The hotel, rather than being "use not allowed", shall require a Site Plan Review Permit rather than a Conditional Use Permit, and if on a parcel abutting or across from (per the definitions in Section 20.32.020 of the Zoning Ordinance) a property with R-1 zoning, will require a publicly noticed public hearing at Site Plan Review meeting per Section 20.32 of the Zoning Ordinance, but will not require an additional Conditional Use Permit; and,

c. Restaurants selling alcohol for consumption on-site will require only a Site Plan Review Permit use without further requirement for a Conditional Use Permit or public hearing for interface considerations; and,

d. Gas and service stations will require only a Site Plan Review Permit without further requirement for a Conditional Use Permit unless the gas and service station wishes to sell alcohol, in which case a Conditional Use Permit is required, and a letter of Public Convenience and Necessity may be required, but an additional public hearing for interface consideration is not required; and,

e. Day care centers require only a Site Plan Review Permit without further requirement for a Minor Use Permit or public hearing for interface considerations; and,

f. Drive-through and drive-up sales require only a Site Plan Review Permit without further requirement for a Conditional Use Permit or public hearing for interface considerations; and,

g. General retail uses, professional offices, restaurants, and banks require only a Site Plan Review Permit without further requirement for a public hearing for interface considerations.

35. The traffic signal at G Street and Project Driveway 1, north of the proposed hotel, shall be connected into the City's street synchronization system to the satisfaction of the City Engineer or designee.

~~36. Sandpiper Drive, at a minimum, shall be constructed from Yosemite Avenue north to "Children's Avenue". Upon completion of the traffic signal at G Street and Project Driveway 1, north of the proposed hotel, Sandpiper Drive shall be constructed to Project Driveway 1. Prior to the issuance of any occupancy permit for any of the multi-family residential buildings, the two office buildings at the northern portion of the project site, or the hotel, Sandpiper Drive shall be constructed in its~~

~~entirety to connect to Mercy Avenue.~~

36. **The following improvements depicted on the Vesting Tentative Map shall be constructed by the applicant consistent with the phasing shown on page 3 of the Vesting Tentative Map attached as Exhibit "B":**

Phase 1: The G Street frontage for Phase 1 and Sandpiper Avenue up to the north line of the driveway of Phase 1.

Phase 2: Sandpiper Avenue from the driveway of Phase 1 to the north property line of Phase 2.

Phase 3: G Street frontage north of the traffic signal, the traffic signal itself, the interior private road between Phase 3 and Phase 4, and Sandpiper Avenue up to the north line of the interior private road.

Phase 4: The remaining frontage on G Street, the remaining portion of Sandpiper Avenue to the end of the north property line of Phase 4.

If development occurs out of sequence, the foregoing improvements must be constructed.

37. Safe pedestrian access from the multi-family residential portion of the project to the commercial portions of the site shall be provided.

38. In the event that the parcels of the subject site are ever subdivided or modified, in the manner suggested by the site plan or otherwise, cross-access and use agreements shall be put into place such that parking for all uses meets or exceeds City standards.

39. The entire development should be designed with a similar or complimentary aesthetic to the renderings shown at Attachment F of Planning Commission Staff Report #19-29.

40. For any illuminated signs placed above the ground floor, all illumination shall be located and directed in such a manner that light does not spill over to the east or north. Prior to installation, illuminated signs shall be approved by the Planning Manager or designee, and may require an analysis of lumens or other measurements of illumination as deemed necessary. Monument signs are not subject to this condition.

Findings and Considerations
Planning Commission Resolution #4046
Vesting Tentative Subdivision Map #1314

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

A) The proposed Vesting Tentative Subdivision Map (VTSM) conforms with the General Plan designation of Neighborhood Commercial (CN) and zoning of Planned Development (P-D) #72. The VTSM carries forward the project approved on January 21, 2020: General Plan Amendment (GPA) #19-03 and Site Utilization Plan (SUP) Revision #3 to Planned Development #72.

The SUP Revision included changes to a number of aspects of Planned Development #72, including a four-story, 128-room hotel of approximately 80,104 square feet, and two medical office buildings totaling approximately 66,465 square feet. It also included 44 Units of Multi-Family Residential Housing totaling approximately 29,887 square feet, fast food uses with drive-through windows totaling approximately 5,494 square feet, and a mixed-use development with approximately 59,616 square feet of other retail and office uses.

Traffic/Circulation

B) The project site is located at the northeast corner of Yosemite Avenue and G Street. The VTSM introduces minor changes to the layout of the project that should not cause significant variation in the traffic analysis prepared for the GPA and SUP Revision. The off-site improvements necessitated by this project, including improvements to G Street and the extension of Sandpiper Avenue, have timing requirements based on the new phasing plan for the project (Condition #36 of Exhibit A of Planning Commission Resolution #4046).

Parking

C) Parking for the site is altered slightly by the changes in site layout introduced by the VTSM. Staff believes that, with proper cross-access and use agreements in place, the changes still meet and exceed the parking needs for the proposed uses.

Public Improvements/City Services

D) *Water*

There is a 16-inch water line in Yosemite Avenue and another 16-inch line in G Street to serve the project site. The City's water supply would be sufficient to serve the proposed project.

Sewer

An 18-inch sewer line exists in Yosemite Avenue which flows to G Street, then continues out to the Waste Water Treatment Plant (WWTP). The G Street sewer line is 27 inches

wide at the project location. There is sufficient capacity at the WWTP, and the existing lines in Yosemite Avenue and G Street have enough capacity during peak hours to accommodate the additional wastewater and transmit it to the WWTP for processing.

Stormwater

A 24-inch storm drain exists in G Street. The project would be required to retain storm water onsite or in the collection basin to the east of the site that is part of P-D #72, and meter it into the City's system. If the project's stormwater conveyance system traverses the Merced Irrigation District's Sells Lateral located just south of Cottonwood Creek, an appropriate "Crossing Agreement" must be executed.

Site Design

E) The project site is bounded by Yosemite Avenue to the south, G Street to the west, the future extension of Sandpiper Avenue to the east, and approximately a hypothetical extension of University Avenue or Bobolink Court to the north. For clarity, Sandpiper Avenue is projected to extend between Yosemite Avenue and Mercy Drive during the lifespan of this project, while neither Yosemite Avenue nor Bobolink Court have such projections and are mentioned for the purpose of illustration only.

As proposed, the project site is divided into 17 lots. These lots are divided into phases as follows:

- Phase 1: Retail, Bank, Restaurant, Fast Food, Gas Station and Convenience Mart
  - Lots 1, 2, 3, 4, 9, and 10
- Phase 2: Office, Restaurant
  - Lots 5, 6, 7, 8, 11, and 12
- Phase 3: Hotel and Multi-Family Residential
  - Lots 13, 14, and 15
- Phase 4: Medical Office
  - Lots 16 and 17

Staff believes that this phasing plan represents a sensible path for the project to follow, starting with the likely fastest-developing parcels near the corner of Yosemite Avenue and G Street and expanding into the property over time, capturing different segments as it expands. Allowing the site to add retail uses and other attractive businesses prior to introducing the multi-family housing element also makes the site more appealing to potential residents and by adding residents creates on-site demand for additional services, which is valuable to both businesses and residents alike.

Neighborhood Impact/Interface

F) As previously described, the project site is bordered on the east by residential uses, as well as Merced College to the west across G Street. The VTSM does not propose to modify the uses approved in the GPA and SUP Revision.

Public hearing notices were sent to all property owners within 300 feet of the site. To date, staff has not received any comments.

Tentative Subdivision Map Requirements

G) Per Merced Municipal Code (MMC) Section 18.16.080 – Information Required, a tentative subdivision map shall include all of the requirements shown at Attachment 6 of Staff Report 20-451. Said requirements include stating the location of the subject site, the name of the subdivision, and showing the layout of the proposed lots. MMC 18.16.090 – Required Statement requires the applicant to provide a statement that explicitly states any deviations from tentative subdivision map requirements, standard drawings, or Zoning laws. In this case, the applicant is not requesting any deviations from City requirements. MMC 18.16.100 - Public Hearing – Generally, requires a public hearing to review and approve a tentative subdivision map in conformance with the Subdivision Map Act. Per the California Environmental Quality Act a public hearing notice was mailed to property owners within 300 feet of the subject site and published in a qualifying newspaper, Merced County Times, three weeks prior to this meeting. In addition, staff reached out to local utility companies, local school districts, and other relevant government agencies to solicit comments. Staff did not receive any comments regarding this application.

Signage

H) All signs on the site would be required to comply with the approved Master Sign Plan, the North Merced Sign Ordinance and the Neighborhood Commercial sign regulations (Condition #11), as well as Condition #40 dealing with illumination. Final sign/design details will be addressed by staff at the Site Plan Review phase.

Environmental Clearance

I) The Planning staff has conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and concluded that Environmental Review #20-13 is a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the previously adopted Initial Study #19-28 and provisions of CEQA Guidelines, Section 15162 (previous environmental review for General Plan Amendment #19-03 and Site Utilization Plan SUP Revision #3 to Planned Development #72). A copy of the Section 15162 Findings can be found at Attachment 4 of Planning Commission Staff Report #20-451.

Legislative Action Agreement

J) For the Vesting Tentative Subdivision Map to proceed, an amendment to the existing agreement is necessary in order to both meet the infrastructure needs of the City of Merced and the viability of the site to the developer. The most recent agreement references previous agreements that have several outdated, contradictory, or infeasible requirements, schedules, and terms. The amendment removes these issues, adds a new phasing requirement tying the off-site improvements required to the phased development of the parcels, and generally removes unnecessary language that the developer believes has the potential to deter potential tenants from locating on the subject site. The amendment proposes to unify all conditions in this single agreement, superseding all previous agreements.

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP FOR THE YOSEMITE CROSSING, PHASE 1 SUBDIVISION (#5382)

WHEREAS, a Tentative Subdivision Map for the Yosemite Crossing, Phase 1 Subdivision was approved on September 9, 2020, by the Planning Commission; and,

WHEREAS, a Final Map conforming to the approved Tentative Map has been filed with the City of Merced; and,

WHEREAS, the City Engineer has reviewed the Final Map and certified that the Final Map substantially conforms to the conditionally approved Vesting Tentative Subdivision Map; and,

WHEREAS, all required certificates on said Final Map have been signed and, where necessary, acknowledged; and,

WHEREAS, the City has determined that the Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps and a Notice of Exemption is attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds and declares that:

1. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps.

2. The Final Map is in substantial compliance with the Tentative Map.

3. The discharge of waste from the proposed subdivision into the sewer system will not result in violation of existing requirements of the Water Quality Control Board.

4. The Final Map is consistent with applicable general and specific plans.

5. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

6. The site is physically suitable for the proposed type of development.

7. The site is physically suitable for the proposed density of development.

8. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife of their habitat.

9. The design of the subdivision or the type of improvements are not likely to cause serious public health problems.

10. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

11. An agreement has been entered into with the developer satisfactory to guarantee completion of public improvements within the subdivision.

SECTION 2. APPROVAL OF MAP. The City Council hereby approves the Final Map for the Yosemite Crossing, Phase 1 Subdivision and hereby accepts on behalf of the public

all easements and dedications as shown on the map as shown on the map at Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2021 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 5/25/21
City Attorney Date

OWNER'S STATEMENT

I hereby state that I am the owner of or have record title interest in the subdivided real property, and that I am the only person whose consent is necessary to pass clear title to said land. I hereby consent to the preparation and recordation of this subdivision map as shown within the exterior boundary lines.

I also hereby irrievocably offer for dedication the real propety described as an easement for public purposes to the City of Merced.

The 10 foot Public Utility Easement and Storm Drain Easement delineated on this map.

I further state that I know of no easement or structure existing within the land herein offered for dedication to the public, other than public utilities.

For: Yosemite & G, LLC, a California limited liability company

_____ Date: _____
Neil Angelillo

ACKNOWLEDGEMENT

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

State of California
County of _____

On _____, 2021, before me, _____,
a Notary Public personally appeared _____

_____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____
Notary Public

Commission No. _____

Commission Expires _____

(DO NOT STAMP)

SOILS REPORT:

A soils report covering the land within the boundaries of the subdivision was made by Krazan & Associates, Inc. Geotechnical Engineering Division, 448 Mitchell Road, Suite C, Modesto, California 95354, bearing the date of December 2, 2020, a copy of which is on file with the City of Merced.

Project No. 072-20062

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 19-250 F.B. 237 Pg. 40-42

TITLE REPORT

PRELIMINARY TITLE REPORT
Prepared by: Placer Title Company
Document: P-322435
Date: September 10, 2020
Affect: Used in preparation of this plat and considered a part hereto by reference

OMITTED SIGNATURES

PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED:

(1) EASEMENT
Granted To: City of Merced
Purpose: For waterline and incidental purposes
Document: Book 3127 of Official Records at Page 684, M.C.R.
Recorded: July 13, 1993

(2) EASEMENT
Granted To: City of Merced
Purpose: For public facilities and incidental purposes
Document: Book 3234 of Official Records at Page 435, M.C.R.
Recorded: May 11, 1994

(3) EASEMENT
Granted To: City of Merced
Purpose: For storm drain and incidental purposes
Document: 2017-006331 of Official Records, M.C.R.
Recorded: February 24, 2017

SUBDIVISION AGREEMENT

Subdivision Agreement between the City of Merced and YOSEMITE & G, LLC, for YOSEMITE CROSSING PHASE 1, recorded as Document Number _____, M.C.R.

RECORDER'S STATEMENT No. _____

Filed this ____ day of _____, 20___, at _____.M. in Volume _____ of Official Plats at Page(s) _____ at the request of Golden Valley Engineering & Surveying, Inc.

Fee: _____

Barbara J. Levey,
County Recorder

By: _____, Deputy

CITY CLERK'S STATEMENT

I, Stephanie R. Dietz, City Clerk of the City of Merced, State of California, do hereby certify that this map was approved at a regular meeting of the City Council of the City of Merced, State of California, held on this ____ day of _____, 2021, and that the Council did accept on behalf of the Public, the 10 foot Public Utility Easement as indicated on this map and accept all underlying water rights.

IN WITNESS WHEREOF, I hereto set my hand this _____ day of _____, 2021.

Signature: _____
Stephanie R. Dietz, City Clerk

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Neil Angelillo on September 16, 2020. I hereby state that all monuments are on character and occupy the positions indicated or that they will be set in those positions before January 20, 2022, or before said Subdivision Improvements are accepted by the City of Merced and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this Final Map substantially conforms to the conditionally apporved Tentative Map.

_____
Duane J. Andrews, L.S. 4052

Dated: _____

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map and that the subdivision shown hereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof, that this map is in compliance with all provisions of hte California Subdivision Map Act and Local Ordinances applicable at the time of the approval of the Tentative Map, have been complied with.

Signature: _____
Michael R. Beltran II, R.C.E. 83916
City Engineer

Date: _____

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map and have found that it conforms with mapping provisions of the Subdivision Map Act and I am satisfied said map is technically correct.

Signature: _____
Joe M. Cardoso, P.L.S. 8851

Date: _____

VESTING TENTATIVE MAP No. 1314
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASIE & MERIDIAN.
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SHEET 1 OF 4 SEPTEMBER 2020

VOLUME _____ PAGE _____

BASIS OF BEARINGS

The bearing N 89°55'33" E, for the South Section line of Section 8, and Centerline of Yosemite Avenue, as shown on that certain Amened Map for Mansionette Estates Unit 1, recorded in Volume 52 of Official Plats at Pages 31 to 33, M.C.R., was used as the basis of bearing for this survey

REFERENCES

(1) *Amended Map for Mansionette Estates Unit 1, Volume 52 of Official Plats, at Pages 31–33, M.C.R.*

(2) *Parcel Map for Spalding G. Wathen, Book 65 of Parcel Maps, at Pages 42–44, M.C.R.*

(3) *Parcel Map for V&S Real Estate Investments LLC., Book 115 of Parcel Maps, at Pages 20–21, M.C.R.*

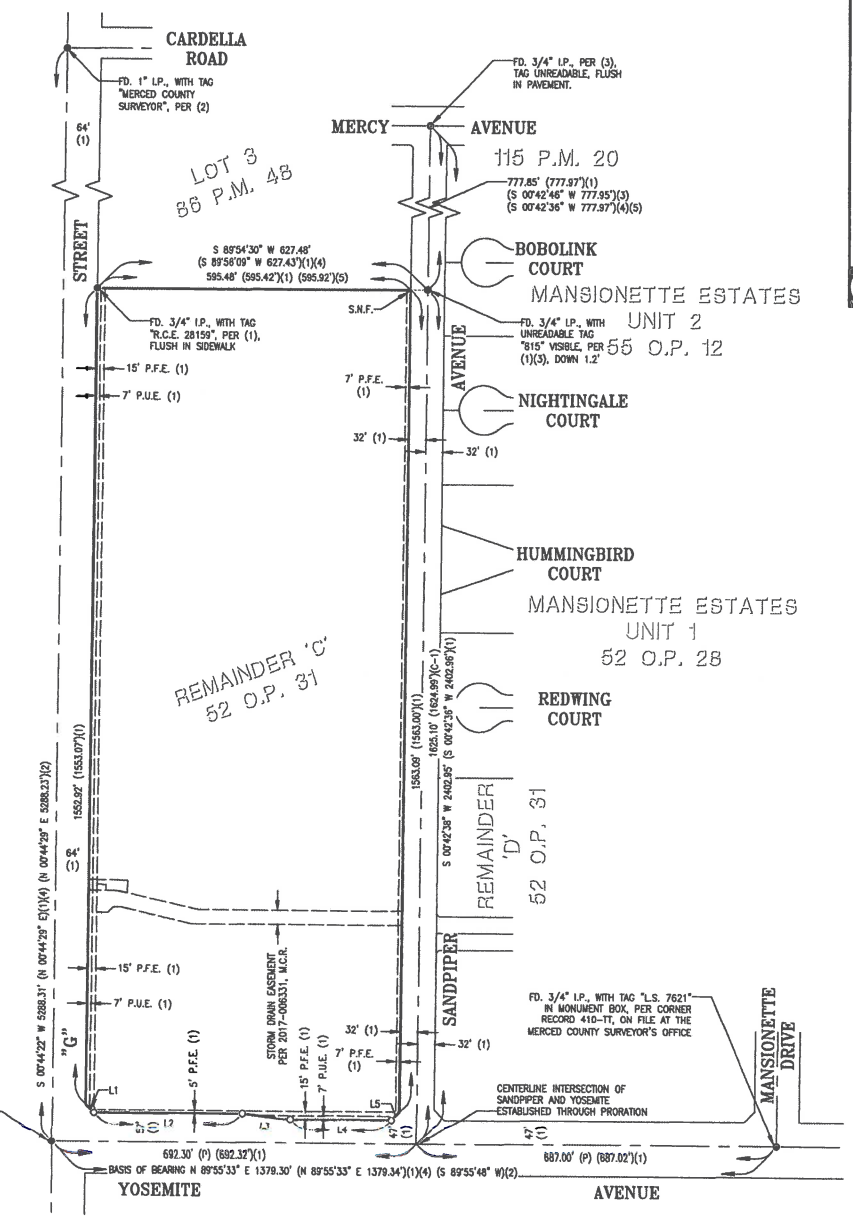
(4) *Parcel Map for Spalding G. Wathen, Book 84 of Parcel Maps, at Pages 26–29, M.C.R.*

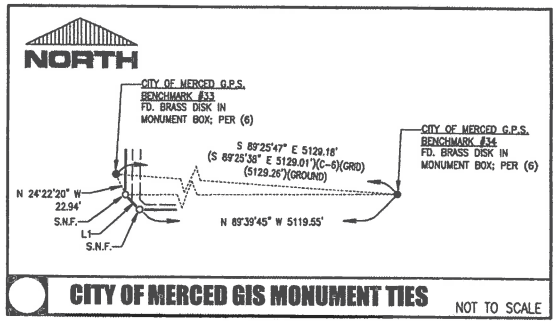
(5) *Parcel Map for Mercy Hospital, Book 66 of Parcel Maps, at Pages 48–49, M.C.R.*

(6) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38–41, M.C.R.*

LEGEND

●	*Found monument as noted*
○	*Set 3/4" iron pipe, with tag "L.S. 4052"*
◎	*Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
( )	*Record data per that certain numbered reference. See references.*
(M)	*Measured Distance*
(P)	*Proportion Distance*
(R)	*Radial Bearing*
FD.	*Found*
I.P.	*Iron Pipe*
M.C.R.	*Merced County Records*
N.T.S.	*Not to Scale*
O.P.	*Official Plats*
P.M.	*Parcel Map*
P.F.E.	*Public Facility Easement*
P.U.E.	*Public Utility Easement*
S.N.F.	*Searched, Nothing Found*
———	*Survey Boundary*





CITY OF MERCED GIS MONUMENT TIES NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°40'02"E (N44°39'52"W)(1)	21.06' &(1)(M)
L2	N89°55'33"E &(1)(M)	284.89' (284.90')(1)
L3	S83°44'00"E (N83°43'47"W)(1)	00.55' &(1)
L4	N89°55'33"E &(1)(M)	191.24' (191.25')(1)
L5	S45°19'05"W (N45°19'12"E)(1)	21.36' &(1)(M)

NORTH
0 75' 150' 300'
SCALE: 1" = 150'

GOLDEN VALLEY ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 19-250 F.B. 237 Pg. 40-42

VESTING TENTATIVE MAP No. 4046
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASIE & MERIDIAN.

IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=150' SHEET 2 OF 4 SEPTEMBER 2020

VOLUME _____ PAGE _____

BASIS OF BEARINGS

The bearing N 89°55'33" E, for the South Section line of Section 8, and Centerline of Yosemite Avenue, as shown on that certain Amended Map for Mansionette Estates Unit 1, recorded in Volume 52 of Official Plats at Pages 31 to 33, M.C.R., was used as the basis of bearing for this survey

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(2) *Parcel Map for Spalding G. Wathen, Book 65 of Parcel Maps, at Pages 42–44, M.C.R.*

(3) *Parcel Map for V&S Real Estate Investments LLC., Book 116 of Parcel Maps, at Pages 20–21, M.C.R.*

(4) *Parcel Map for Spalding G. Wathen, Book 84 of Parcel Maps, at Pages 28–29, M.C.R.*

(5) *Parcel Map for Mercy Hospital, Book 66 of Parcel Maps, at Pages 48–49, M.C.R.*

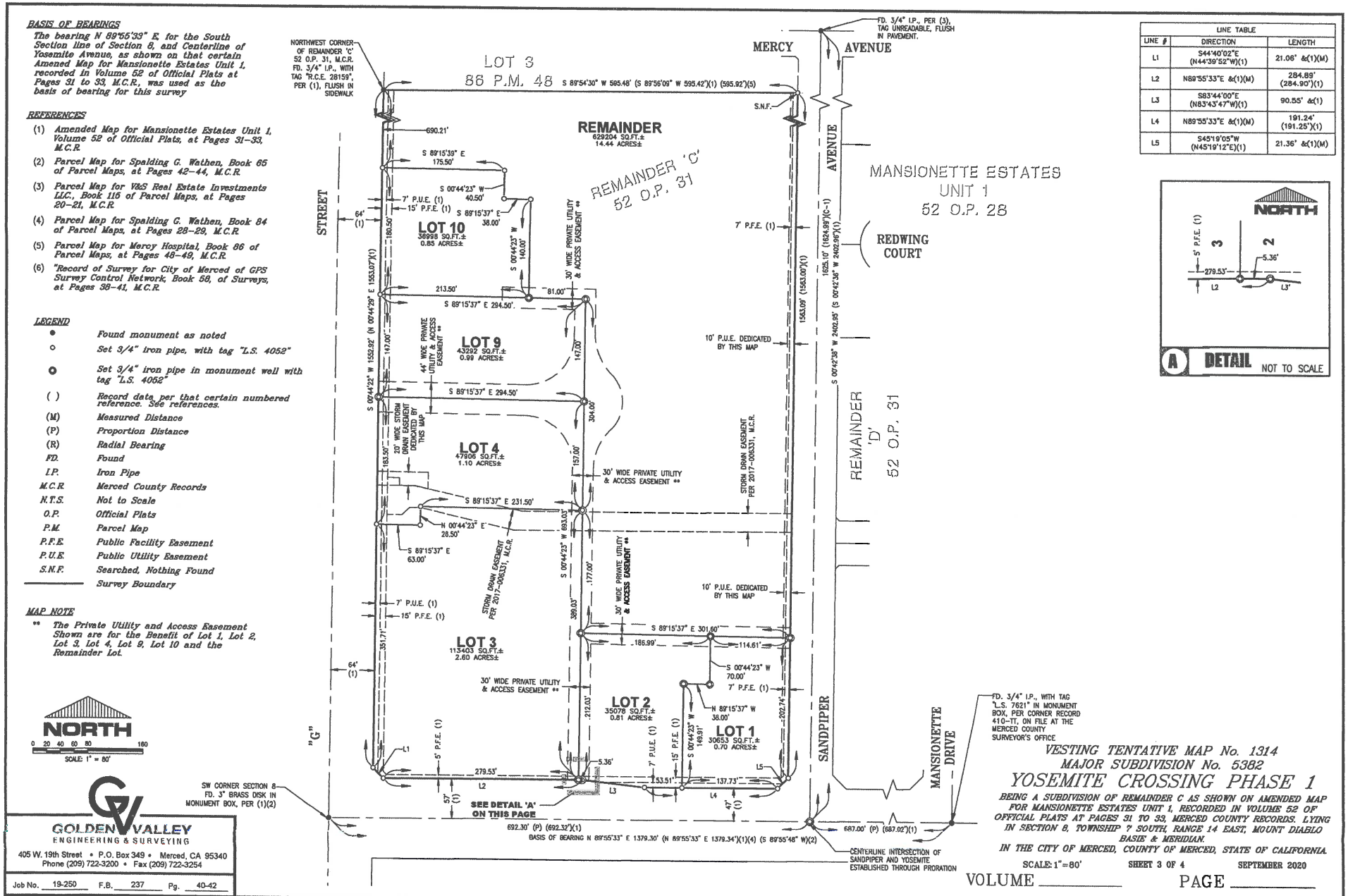
(6) *"Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38–41, M.C.R.*

LEGEND

●	*Found monument as noted*
○	*Set 3/4" iron pipe, with tag "L.S. 4052"*
◎	*Set 3/4" iron pipe in monument well with tag "L.S. 4052"*
( )	*Record data per that certain numbered reference. See references.*
(M)	*Measured Distance*
(P)	*Proportion Distance*
(R)	*Radial Bearing*
FD.	*Found*
I.P.	*Iron Pipe*
M.C.R.	*Merced County Records*
N.T.S.	*Not to Scale*
O.P.	*Official Plats*
P.M.	*Parcel Map*
P.F.E.	*Public Facility Easement*
P.U.E.	*Public Utility Easement*
S.N.F.	*Searched, Nothing Found*
———	*Survey Boundary*

MAP NOTE

** *The Private Utility and Access Easement Shown are for the Benefit of Lot 1, Lot 2, Lot 3, Lot 4, Lot 9, Lot 10 and the Remainder Lot.*



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L4	N89°55'33"E &(1)(M)	191.24' (191.25')(1)
L5	S45°19'05"W (N45°19'12"E)(1)	21.36' &(1)(M)

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Job No. 19-250 F.B. 237 Pg. 40-42

VESTING TENTATIVE MAP No. 1314
MAJOR SUBDIVISION No. 5382

YOSEMITE CROSSING PHASE 1

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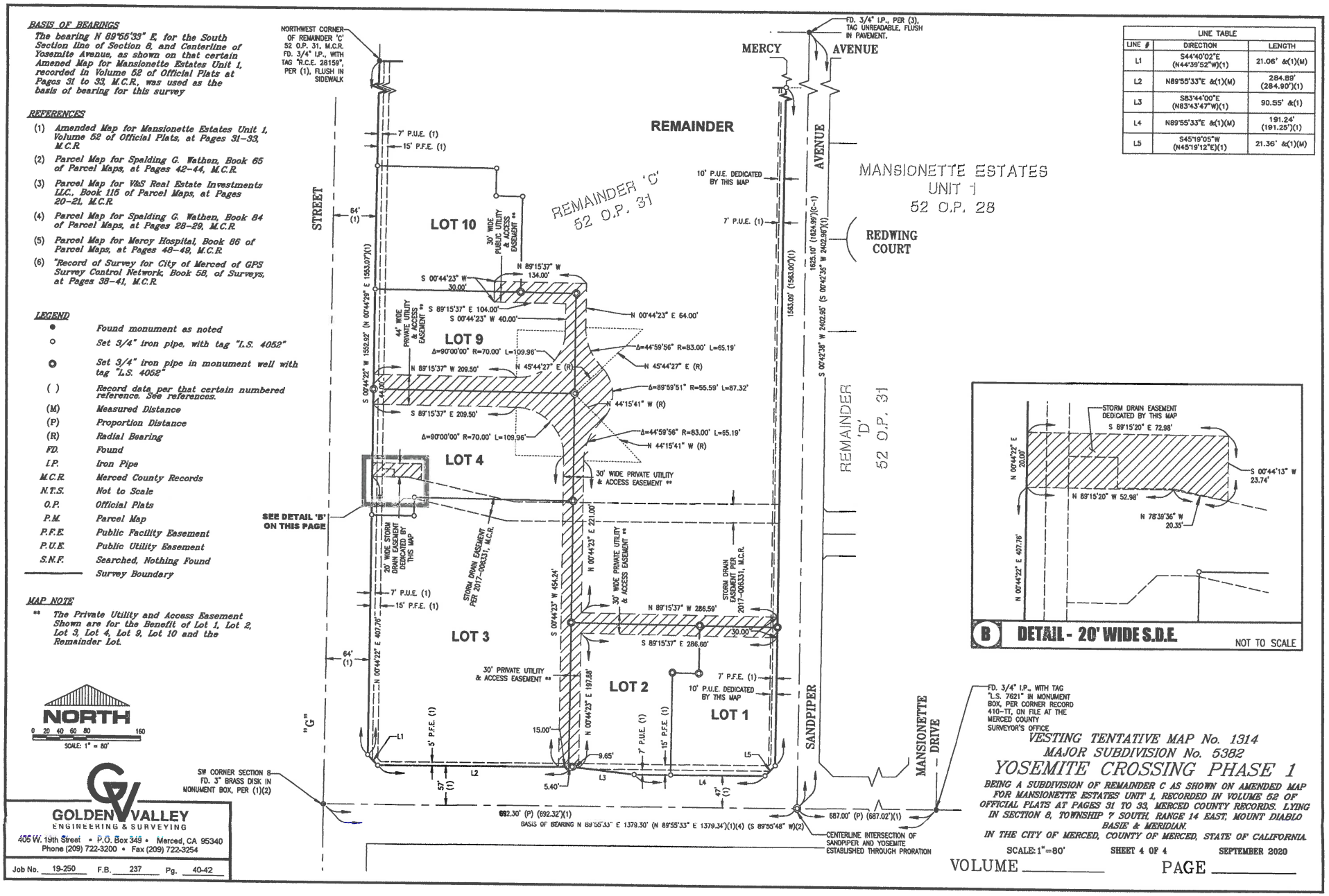
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.

SCALE: 1"=80' SHEET 3 OF 4 SEPTEMBER 2020

VOLUME _____ PAGE _____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(4) Parcel Map for Spalding C. Wathen, Book 84 of Parcel Maps, at Pages 28–29, M.C.R.
(5) Parcel Map for Mercy Hospital, Book 86 of Parcel Maps, at Pages 48–49, M.C.R.
(6) "Record of Survey for City of Merced of GPS Survey Control Network, Book 58, of Surveys, at Pages 38–41, M.C.R.
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O.P. Official Plats
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P.F.E. Public Facility Easement
P.U.E. Public Utility Easement
S.N.F. Searched, Nothing Found
Survey Boundary
MAP NOTE
** The Private Utility and Access Easement Shown are for the Benefit of Lot 1, Lot 2, Lot 3, Lot 4, Lot 9, Lot 10 and the Remainder Lot.
NORTHWEST CORNER OF REMAINDER 'C' 52 O.P. 31, M.C.R. FD. 3/4" I.P., WITH TAG "R.C.E. 28159", PER (1), FLUSH IN SIDEWALK
FD. 3/4" I.P., PER (3), TAG UNREADABLE, FLUSH IN PAVEMENT.
MERCY AVENUE
REMAINDER
REMAINDER 'C' 52 O.P. 31
MANSIONETTE ESTATES UNIT 1 52 O.P. 28
REDWING COURT
REMAINDER 'D' 52 O.P. 31
STREET
LOT 10
LOT 9
LOT 4
LOT 3
LOT 2
LOT 1
30' WIDE PUBLIC UTILITY & ACCESS EASEMENT **
44' WIDE PRIVATE UTILITY & ACCESS EASEMENT **
30' WIDE PRIVATE UTILITY & ACCESS EASEMENT **
20' WIDE STORM DRAIN EASEMENT DEDICATED BY THIS MAP
STORM DRAIN EASEMENT PER 2017-006331, M.C.R.
10' P.U.E. DEDICATED BY THIS MAP
7' P.U.E. (1)
15' P.F.E. (1)
5' P.F.E. (1)
SEE DETAIL 'B' ON THIS PAGE
SANDPIPER
MANSIONETTE DRIVE
"G"
SW CORNER SECTION 8 FD. 3" BRASS DISK IN MONUMENT BOX, PER (1)(2)
692.30' (P) (692.32')(1)
687.00' (P) (687.02')(1)
BASIS OF BEARING N 89°55'33" E 1379.30' (N 89°55'33" E 1379.34')(1)(4) (S 89°55'48" W)(2)
CENTERLINE INTERSECTION OF SANDPIPER AND YOSEMITE ESTABLISHED THROUGH PRORATION
FD. 3/4" I.P., WITH TAG "L.S. 7621" IN MONUMENT BOX, PER CORNER RECORD 410-TT, ON FILE AT THE MERCED COUNTY SURVEYOR'S OFFICE
LINE TABLE
LINE # | DIRECTION | LENGTH
L1 | S44°40'02"E (N44°39'52"W)(1) | 21.06' &(1)(M)
L2 | N89°55'33"E &(1)(M) | 284.89' (284.90')(1)
L3 | S83°44'00"E (N83°43'47"W)(1) | 90.55' &(1)
L4 | N89°55'33"E &(1)(M) | 191.24' (191.25')(1)
L5 | S45°19'05"W (N45°19'12"E)(1) | 21.36' &(1)(M)
STORM DRAIN EASEMENT DEDICATED BY THIS MAP
S 89°15'20" E 72.98'
S 00°44'13" W 23.74'
N 89°15'20" W 52.98'
N 78°38'36" W 20.35'
B DETAIL - 20' WIDE S.D.E. NOT TO SCALE
NORTH
0 20 40 60 80 160
SCALE: 1" = 80'
GOLDEN VALLEY ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254
Job No. 19-250 F.B. 237 Pg. 40-42
VESTING TENTATIVE MAP No. 1314
MAJOR SUBDIVISION No. 5382
YOSEMITE CROSSING PHASE 1
BEING A SUBDIVISION OF REMAINDER C AS SHOWN ON AMENDED MAP FOR MANSIONETTE ESTATES UNIT 1, RECORDED IN VOLUME 52 OF OFFICIAL PLATS AT PAGES 31 TO 33, MERCED COUNTY RECORDS. LYING IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE & MERIDIAN.
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.
SCALE: 1"=80' SHEET 4 OF 4 SEPTEMBER 2020
VOLUME _____ PAGE _____

RECORDING REQUESTED BY:

City of Merced, A California
charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

Exempt Recording Per Gov't Code Section 6103

(Above for Recorder's Use Only)

DOCUMENT TITLE

SUBDIVISION AGREEMENT WITH CONTINUING COVENANTS (CFD CONDITION)

A SUBDIVISION AGREEMENT BETWEEN THE CITY OF MERCED AND YOSEMITE & G, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, FOR YOSEMITE CROSSING, PHASE 2
TO BE RECORDED CONCURRENTLY WITH THE FINAL MAP
FILED THIS ____ DAY OF _____ 2021, AT _____ _.M.
IN BOOK _____ OF OFFICIAL PLATS, AT PAGES _____,
MERCED COUNTY RECORDS

SUBDIVISION AGREEMENT
(CFD Condition)
(Bonds as Security)

THIS AGREEMENT, made and entered into _____ ___, 2021, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Yosemite & G, LLC., a California Limited Liability Company, hereinafter called "Subdivider," relates to the installation of improvements within Yosemite Crossing, a subdivision of real property within the corporate limits of "City."

RECITALS

A. The Planning Commission of City, on September 9, 2020, adopted Resolution No. 4045 approving the tentative map of the above mentioned subdivision.

B. Subdivider has submitted for approval the final map of said subdivision in full compliance with State Law and City subdivision ordinances. Final Map Application Number 5382 was submitted by the subdivider on October 30, 2020. A complete Final Map Application (including all bonds and insurance) was filed with the City on _____ ___, 2021.

C. Section 18.24.100 of the Merced Municipal Code requires certain improvements within said subdivision.

D. Improvement plans for said subdivision have been approved by the City.

E. The "Subdivision Map Act" and Section 18.24.150 of the Merced Municipal Code require certain security to guarantee the installation of said improvements.

F. Inspection fees required in accordance with Section 18.24.110 of the Merced Municipal Code have been paid.

G. Condition of Approval of the tentative subdivision map No. 8 requires the Subdivider to have established a Community Facilities District ("CFD") for public safety, maintenance, and other services prior to obtaining a Final Map for the property.

Based upon the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto mutually agree as follows:

AGREEMENT

1. AGREEMENT TO CONDITIONS IMPOSED

Subdivider, for himself and all successors thereto, acknowledges and agrees to all conditions imposed in the Planning Commission Resolution approving the Tentative Map as identified in Recital A above.

2. IMPROVEMENTS

A. Subdivider agrees to cause all improvements to be made and constructed in said subdivision within twelve (12) months of the date of City approval of this Agreement, in full compliance with the requirements of approved Tentative Map, the Conditions of Approval thereto, and the City's "Standard Designs for Common Engineering Structures," and with the improvement plans approved by City and any changes or alterations in such work required by City, and to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of said work, and for any work or labor done thereon of any kind, and any amounts due under the Unemployment Insurance Act with respect to such work or labor.

B. The Subdivider may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing no less than four (4) weeks before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this Agreement, including the construction standards, cost estimate, and improvement security, and to

require adjustments therein if any substantial change has occurred during the term hereof.

C. If the Subdivider fails or neglects to comply with the provisions of this Agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Subdivider and/or his surety the full cost and expense incurred.

3. SECURITY—FILING OF THE SAME

The Subdivider shall file securities for this Agreement per Sections 66496 and 66499 of the Government Code as follows and as shown on Exhibit "A" attached hereto:

A. To secure faithful performance of this Agreement, security in an amount equal to one hundred (100%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

B. To secure payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to fifty (50%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

C. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the work, security in an amount equal to fifteen (15%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to final acceptance of the work by the City.

D. To secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated cost of setting such monuments as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

If security is furnished in the form of a bond or bonds, such bonds shall be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security furnished as described herein shall be limited as set forth in Government Code Sections 66499.9 and 66499.10.

4. SECURITY—RELEASE OF THE SAME

Release of Securities shall be as follows:

A. Security given for faithful performance may be released thirty-five (35) days after recording Notice of Completion of the work provided that evidence of recording of the Notice of Completion has been furnished to the City, the City has finally accepted the work, and provided the security has been furnished to the City to guarantee and warrant the work for one (1) year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment may be released six (6) months after recording Notice of Completion provided no claims have been filed with the City in accordance with the Subdivision Map Act.

C. The security guaranteeing that the completed work remains satisfactory during the required one-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limits specified by City, the City shall have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

5. INSPECTION

City shall inspect all improvements made in connection with said subdivision for compliance with City requirements. Subdivider shall give at least twenty-four (24) hours' notice to City, including at least one full working day prior to any inspection. Improvements installed without inspection by the City shall be subject to rejection. Subdivider shall pay to City an amount equal to three (3) percent of the total estimated cost of the improvements as determined by City to cover the cost of inspection. Inspection by the City shall in no way relieve the Subdivider or its sureties of full responsibility for defective materials or workmanship. Any costs associated with testing of improvements shall be paid by the Subdivider in advance of the testing.

Neither final inspection nor acceptance of any public improvements for said subdivision will be permitted prior to receipt by City of sufficient monies to cover the cost of testing and inspection exceeding the above deposit.

6. FULFILLMENT OF CONDITIONS OF APPROVAL.

Condition of Approval No. 8 of Subdivider's Tentative Map requires Subdivider to have formed a Community Facilities District (CFD) prior to obtaining approval of a Final Map for Subdivider's project. Yosemite Crossing was annexed into CFD 2003-2 (Services) as part of Annexation No. 17 approved by the City Council on June 21, 2021. Therefore, this condition has been satisfied.

7. SAFETY

Subdivider shall perform all work in accordance with the applicable sections of Title 8 of the California Code of Regulations (CAL OSHA), and the "WATCH" (Work Area Traffic Control Handbook) published by Building News, Inc., and available at the City Engineer's office. Provisions shall be made by Subdivider for protection of the traveling public on all public roads affected by the improvements.

Barricades and related facilities shall be placed in such number and in such locations as for public safety, and at night they shall be equipped

with flashing yellow lights. City reserves the right to require and Subdivider shall promptly install or place additional barricades or other facilities to assure public safety if City shall deem the same to be necessary or desirable for public safety. Subdivider is responsible for all liability which may arise out of work herein permitted whether or not public property, and shall indemnify, protect, defend, and hold City harmless from any and all claims, damages (including injury or death to any person or persons) , or causes of action arising therefrom or related thereto.

8. INDEMNITY

The Subdivider shall take and assume all responsibility for the construction of the improvements and the safety of operation in connection therewith. The Subdivider shall bear all losses and damages directly or indirectly resulting to the City, its officers, employees, and agents or others on account of the construction of the improvements, unforeseen difficulties, accidents, or any other causes whatsoever.

The Subdivider shall protect, assume the defense of and indemnify and save harmless the City, its officers, employees, and agents from all claims, loss, damage, injury—including the death of any person or persons, and liability of every kind, nature, and description, directly or indirectly arising from the construction of the improvements.

The Subdivider shall indemnify, protect, defend, (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, the Subdivider shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such

governmental entity. City shall promptly notify the Subdivider of any claim, action, suits, or proceeding. Subdivider shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the Subdivider shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the Subdivider shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

9. PREVAILING WAGES

Subdivider acknowledges that City has made no representation, express or implied, to Subdivider or any person associated with Subdivider regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq*. ("Prevailing Wage Laws"). Subdivider agrees with City that Subdivider shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

Subdivider, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, Subdivider acknowledges the protections of Civil Code Section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Subdivider shall indemnify, hold harmless and defend City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Subdivider, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this Agreement. Subdivider's defense of the City shall be provided by counsel reasonably acceptable to the City.

The foregoing indemnity shall survive any termination of this Agreement.

10. INSURANCE

Subdivider further agrees that before commencing any work pursuant to this Agreement, Subdivider shall obtain, and at all times prior to final acceptance of all improvements hereunder, keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to City.

All policies of insurance must be issued by a company that is either:

(1) Admitted to transact insurance business in the State of California;

(2) On the "LESLI List," i.e., the List of Eligible Surplus Line Insurers; or,

(3) In the form of a risk retention group ("RRG") so long as the RRG contains at least $750,000 in capital, has been in operation for at least one year, and the reinsurance agreement associated with the RRG contains AM Best A rated insurers with an attachment point of $250,000 or less.

All insurance companies must have an A.M. Best's rating of at least A- and a financial size of IX or X. All required policies shall contain an

endorsement adding the Indemnified Parties under the agreement, specifically including but are not limited to, the City, its officers, employees, and agents, as additional insureds. The required policies shall stipulate that this insurance will operate as primary insurance for work performed by Developer and its sub-contractors, and that no other insurance effected by City or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The additional insured endorsement required hereunder must be issued using ISO form CG 20 10 11 85, or the same form with an edition date no later than 1990. In lieu of CG 20 10 11 85, City will accept alternate additional insured endorsements on ISO forms CG 20 10 10 01 and CG 20 37 10 01, but only if both forms are used together and provided to City. The minimum coverage and limits shall be as follows:

COVERAGE	LIMITS
Workers Compensation	Statutory
Comprehensive General Liability, including or separately insuring liability assumed by contract	
Bodily Injury	$1,000,000 per person $1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

Subdivider shall, prior to commencement of construction work, furnish to City a certificate of insurance, which shall provide that the above insurance shall not be cancelled without thirty (30) days prior written notice to City. Prior to acceptance of the improvements, the Subdivider shall provide the City with a copy of the endorsements required herein.

11. AS-BUILTS

Subdivider shall submit one (1) reproducible print (mylar) of the improvements "as-built" to City prior to release of securities.

12. NOTICE OF COMPLETION

City shall record a Notice of Completion with the Merced County Recorder immediately following City's acceptance of the improvements.

13. APPROVALS

This Agreement is subject to approval by the City Manager of City as to substance, and by the City Attorney as to form. Any improvement securities tendered hereunder shall be subject to approval by the City Manager as to amount, and by the City Attorney as to form and legal sufficiency.

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER

In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

17. AMENDMENT

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

18. INTEGRATION

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

19. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

CITY OF MERCED
A California Charter Municipal Corporation

By:_____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

By:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

By: _____ 4/13/21
City Attorney Date

FUNDS/ACCOUNTS VERIFIED BY:

_____
Finance Officer Date

DEVELOPER:
YOSEMITE & G, LLC
A California Limited Liability Company

By: _____
Neil Angelillo

Its: Manager

Address: 1155 W. Shaw Ave. #104
Fresno, CA 93711

Telephone: (599) 222-5768

Taxpayer I.D. Number: 46-1969268

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On May 6, 2021 before me, Lisa F. Peine, Notary Public
(insert name and title of the officer)

personally appeared Neil Angelillo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

LISA F. PEINE
Notary Public - California
Fresno County
Commission # 2298290
My Comm. Expires Jul 22, 2023

WITNESS my hand and official seal.

Signature Lisa F Peine (Seal)

EXHIBIT A

Yosemite Crossing Phase 1

The securities for this subdivision shall be according, or equivalent to, either Method 1 or Method 2 below.

	METHOD 1		METHOD 2
Engineer's Estimate	Performance Bond	Labor & Materials Bond	Cash/Credit Security
$739,703.00	$739,703.00	$369,851.50	$887,643.60

One-Year Warranty Bond*	$110,955.45

*shall be provided prior to a Notice of Completion being filed

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item M.1. Meeting Date: 6/21/2021

SUBJECT: Council Member Echevarria's Request to Discuss the Potential for Council to Reconsider the Recommendation for Essential Air Service to the Department of Transportation at a Future Council Meeting

REPORT IN BRIEF

Council Member Echevarria's Request to Discuss the potential for Council to reconsider the recommendation for essential air service to the Department of Transportation pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

Provide direction to staff on the potential to reconsider previous Council action at a future meeting.

DISCUSSION

This request is in support of the petition submitted by Boutique Air requesting that the City Council make Boutique Air its 1st Choice Recommendation for Essential Air Service to the Department of Transportation.

As provided in the May 28th formal letter, CEO Shawn Simpson states, "Boutique Air is committed to significant economic development and job growth in Merced". For this reason, this item has been requested to be reconsidered by Council Member Echevarria. These benefits would specifically benefit the community of District 2. Council Member Echeverria is looking forward to seeing this placed on the agenda for further discussion and direction from my fellow council members.

BOUTIQUE AIR
5 3rd Street, ste 925
San Francisco, CA 94103
t. 415.449.0505
f. 415.737.7671J

May 28th, 2021

Attention:

Merced City Council

Letter Subject: Petition to Move Boutique Air to 1st choice Recommendation for Essential Air Service to Department of Transportation

Dear City Clerk,

Boutique Air would like to formally petition the City Council of Merced to modify the 1st choice selection for the Essential Air Service recommendation to be Boutique Air and communicate this change to the Department of Transportation.

We would like to add this petition to the June 7th 2021 City Council meeting.

Boutique Air is committed to significant economic development and job growth in Merced.

Sincerely

Shawn Simpson

CEO

Boutique Air, Inc.

ADMINISTRATIVE REPORT

Agenda Item M.2. Meeting Date: 6/21/2021

SUBJECT: Discussion on the Format of Future City Council Meetings in Response to Governor's Rescinding of the Order for Face Coverings and Social Distancing Requirements Related to the Statewide COVID-19 Emergency

REPORT IN BRIEF

Discuss the format and seating arrangement of City Council Meetings.

RECOMMENDATION

Provide staff direction on the format and seating arrangement of future City Council Meetings in response to the Governor's rescinding of the order for face coverings and social distancing requirements related to the statewide COVID-19 emergency.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item M.3. Meeting Date: 6/21/2021

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item M.4. Meeting Date: 6/21/2021

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.