

## SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and Goodwin Consulting Group, Inc., a California Corporation, whose address of record is 333 University Avenue, Suite 150, Sacramento, California 95825, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide on-call special tax services in connection with the annexation of properties to existing Mello-Roos Community Facilities Districts for both operating and maintenance and ongoing service needs; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide special tax consulting 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 special tax consulting services described in Exhibit “A”, which is attached to this Agreement and incorporated by reference.

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. **AUTHORIZATION OF SERVICES AGREEMENT.** Consultant and the City shall execute an “Authorization of Services Agreement” (“ASA”) for each annexation project using the form that is attached to this Agreement as Exhibit “A”. If there is a conflict between the terms of this Agreement and the terms of an ASA, the terms of this Agreement shall prevail. The City’s City Manager is authorized to execute such ASAs on behalf of the City without the City’s Council’s approval so long as there is funding available in the project’s budget. Consultant

shall not perform services in relation to an annexation project until and unless an ASA is executed by the parties.

3. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in a timely manner and consistent with the schedule outlined in each ASA.

4. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2026.

5. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement and accompanying ASAs shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the hourly rate schedule set forth in Exhibit "B". The Consultant agrees to provide all services required under the Scope of Services in Exhibit "B" within the compensation amount set forth below. For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Thousand Dollars (\$100,000.00).

6. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed. Consultant's hourly rates shall not exceed those listed in Exhibit "A".

7. **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.

8. **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.

9. **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.

10. **INDEMNITY.**

A. **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual,

alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

11. 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. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 12. 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. These 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

20. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

21. **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.

22. **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.



23. 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: \_\_\_\_\_  
D. Scott McBride,  
City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

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

BY: Craig Cornwell 7/17/2024  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
GOODWIN CONSULTING GROUP,  
INC., a California Corporation

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Dave Freudenberger  
(Typed Name)

Its: \_\_\_\_\_  
Senior Planner  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Victor Irzyk  
(Typed Name)

Its: \_\_\_\_\_  
Senior Planner  
(Title)

Taxpayer I.D. No.94-3393430

ADDRESS: 655 University Ave.  
Ste. 200  
Atwater, Ca 95825

TELEPHONE: 916-561-0890

FAX: 916-561-0891

E- MAIL:

dave@goodwinconsultinggroup.net

**City of Merced  
Authorization of Services Agreement**

Dept. Head Sig.: _____
Due Date: _____
Return to: _____
_____
_____

\_\_\_\_\_  
Name of City Contact

\_\_\_\_\_  
Phone Ext

**Description of Services to be Provided:**

**Official Use Only**

**Check Box If Applicable To Project:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> License (1)* Type _____ | <input type="checkbox"/> Business License (2)*       | <input type="checkbox"/> Bonds (6)*             |
| <input type="checkbox"/> Insurance (13)*         | <input type="checkbox"/> Workers' Compensation (14)* | <input type="checkbox"/> Prevailing Wages (15)* |

*\* Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

**Consultant:**

**Proposal/Quote**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Total Amount \$ \_\_\_\_\_

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**Consultants**

_____	_____
_____	_____
<b>Print Name</b>	<b>Name of Business Entity</b>
_____	<b>Date</b> _____
<b>Signature</b>	<b>Phone No.</b> _____
_____	<b>License No.:</b> _____
<b>Position/Title</b>	<b>(If Applicable)</b>

**Accepted by City of Merced  
Only**

**Official Use**

\_\_\_\_\_ **Date** \_\_\_\_\_

**City Manager or Designee**

**City of Merced  
Authorization of Services Agreement**

**TERMS AND CONDITIONS FOR  
SERVICES CONTRACTS**

THESE TERMS AND CONDITIONS, (“Terms and Conditions”) are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, (“City”) and the Consultant, Vendor, Contractor, or Person, (“Contractor”) shown on the Authorization for Service Agreement. These Terms and Conditions, Authorization for Service Agreement, and the Consulting and Professional Services Contract shall herein be collectively referred to as the “Agreement.” Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City’s acceptance of any work or services is not an acceptance of Consultant’s conflicting terms and conditions should such exist.

1. CONTRACTOR’S SERVICES. Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Authorization for Service Agreement and the City’s Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

- a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.
- b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

2. SCHEDULE OF PERFORMANCE AND BUDGET. The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the

**City of Merced**  
**Authorization of Services Agreement**

alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

3. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed and authorized.

5. PERMITS AND LICENSES.

a. Contractor shall apply for and procure permits and licenses necessary for the work.

b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Contractor shall pay charges and fees in connection with permits and licenses.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DILLARD INSURANCE AGENCY 1121 White Rock Road Ste 205 El Dorado Hills, CA 95762 0b45426	<b>CONTACT NAME:</b> Ernie Dillard <b>PHONE (A/C, No, Ext.):</b> (916) 939-8553 <b>E-MAIL ADDRESS:</b> edillard@farmersagent.com <b>FAX (A/C, No):</b> (916) 933-5532
<b>INSURED</b> Goodwin Consulting Group Inc 655 University Avenue, Suite 200 Sacramento, CA 95825 (916) 561-0890	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Truck Insurance Exchange <b>NAIC#</b> 21709
	<b>INSURER B:</b> Truck Insurance Exchange <b>10328</b>
	<b>INSURER C:</b> Capitol Specialty Insurance Co <b>21687</b>
	<b>INSURER D:</b> Mid-Century Insurance Company
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	605454772	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:	Y	Y	605454772	5/1/2024	5/1/2025	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
A	AUTOMOBILE LIABILITY	Y	Y	605454772	5/1/2024	5/1/2025	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	UMBRELLA LIAB	Y	Y	605454772	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	605454636	5/1/2024	5/1/2025	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	A09463819	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER						AGGREGATE \$ 1,000,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	A09463819	5/1/2024	5/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	E&O / Prof. Liab.			SGC0003576	5/1/2024	5/1/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EPLI			605454772	5/1/2024	5/1/2025	Occurrence \$2,000,000 Aggr \$2,000,000 EPLI: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

The insurer shall give additional insured thirty (30) days advance written notice prior to cancellation of the policy. Upon nonpayment of premium, 10 days notice of cancellation applies. Certificate holder its officers, employees, volunteers, and agents are additionally insured with respect to General Liability.

<b>CERTIFICATE HOLDER</b> City of Merced 678 West 18th St Merced, CA 95340	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Ernie Dillard
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 605454772



**J6840**  
2nd Edition

## ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	CITY OF MERCED
<b>Location Of Covered Operation(s):</b>	678 N WEST AVE # 18THST MERCED, CA 95341
<b>Effective Date Of Endorsement:</b>	05/01/2023
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, the following exclusions are added to Paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:

- a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
- b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.
4. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured(s);
  - b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
  - c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.



- B.** Section **C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:
1. Your ongoing operations performed for such person or organization at the location designated above;
  2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
  3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- C.** With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

**H. Other Insurance**

**1. Primary and Noncontributory Insurance**

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- b. Such written contract or written agreement referenced in **a.** above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

**2. Excess Insurance**

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

**CITY OF MERCED  
SPECIAL TAX CONSULTING SERVICES  
for  
MAINTENANCE AND SERVICES COMMUNITY FACILITIES DISTRICT**

The City of Merced (hereinafter "CITY") formed Community Facilities District No. 2003-2 (hereinafter "CFD") to fund operations and maintenance (e.g., landscaping, storm drainage, street lighting, parks) as well as services (e.g., police and fire protection) provided to all new development areas in the CITY. Goodwin Consulting Group, Inc. (hereinafter "CONSULTANT") will facilitate annexations to the CFD, as described more fully below.

**SCOPE OF WORK**

CONSULTANT shall provide the following services:

1. For each annexation, GCG will work with CITY staff to gather all project-specific data for one or more new Improvement Areas of the services CFD. The new Improvement Area(s) will constitute a single annexation into the services CFD.
2. GCG will prepare a special tax analysis for each Improvement Area (i.e., development project), which may include residential, non-residential, or both types of land uses. GCG will revise the services CFD RMA to address details of the specific annexation.
3. GCG will review analysis tables and the RMA with CITY staff and bond counsel, finalize annexation documents, and prepare the CFD Report.

**BUDGET**

The total budget for each annexation will be determined at the time GCG is asked to work on a new annexation. The budget will vary depending on the complexity of each development project, the number of development projects, and other factors unique to a specific annexation. Services will be billed on the following hourly fee schedule, which is valid through December 31, 2024, and may be adjusted thereafter:

<i>Managing Principal</i>	<i>\$360 / hour</i>
<i>Senior Principal</i>	<i>\$350 / hour</i>
<i>Principal</i>	<i>\$310 / hour</i>
<i>Vice President</i>	<i>\$275 / hour</i>
<i>Senior Associate</i>	<i>\$250 / hour</i>
<i>Associate</i>	<i>\$230 / hour</i>
<i>Analyst</i>	<i>\$215 / hour</i>
<i>Research Assistant</i>	<i>\$95 / hour</i>