



# 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

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Monday, May 1, 2017

6:00 PM

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

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**Closed Session at 5:30 PM/ Regular Meeting at 6:00PM**

#### NOTICE TO PUBLIC

#### WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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](http://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.

#### **PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK**

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.

#### **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**

- B.1.** [17-256](#) **SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
**- Property: 725 West 18th Street, Merced, CA, APN: 031-052-006,**  
**APN: 031-052-007, APN: 031-052-008, APN: 031-052-009, APN:**  
**031-052-010; Agency Negotiator: Frank Quintero, Director, Economic**  
**Development; Negotiating Parties: City of Merced and Fluetsch and**  
**Busby Insurance; Under Negotiation: Price and Terms of Payment.**

#### **C. CALL TO ORDER**

C.1. Invocation - Chaplain James Sanders, Merced County Jail Ministry

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 \$20.00 by Charter for sitting as the City Council; and the Mayor receives an additional \$50.00 each month as a part of the adopted budget and Resolution 1975-37. 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. [17-218](#)            **SUBJECT:** Proclamation - Municipal Clerks Week

### **REPORT IN BRIEF**

Received by John Tresidder, Assistant City Clerk

F.2. [17-113](#)            **SUBJECT:** Proclamation - Bike Month

### **REPORT IN BRIEF**

Received by a BAC Commissioner

F.3. [17-244](#)            **SUBJECT:** Proclamation - Building Safety Month

### **REPORT IN BRIEF**

Received by the Inspections Services Division Department.

## **G. SPECIAL PRESENTATIONS**

G.1. Real Estate Update - Presented by Loren Gonella

G.2. High Speed Rail Update- Presented by Diana Gomez

## **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.

## 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.

J.1. [17-253](#)      **SUBJECT:** Information-Only Contracts

**REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

**AUTHORITY**

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

J.2. [17-232](#)      **SUBJECT:** Information Only - Merced Regional Airport Authority Meeting Minutes of August 11, 2016

**RECOMMENDATION**

For information only.

J.3. [17-241](#)      **SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of April 3, 2017

**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 April 3,

2017.

J.4. [17-252](#)

**SUBJECT:** Revised Job Description and Salary Ranges for Director of Development Services and Finance Officer

**REPORT IN BRIEF**

Consider adopting Resolution revising the Job Descriptions and Salary Ranges for the Director of Development Services and Finance Officer positions.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2017-26**, A Resolution of the City Council of the City of Merced, California, amending the classification plan by amending the Job Descriptions and Salary Ranges for the positions of Director of Development Services and Finance Officer.

J.5. [17-216](#)

**SUBJECT:** Approval of Addendum to License Plate Reader Enterprise Service Agreement with Vigilant Solutions

**REPORT IN BRIEF**

Consider approving an addendum to the City's existing Enterprise Service Agreement (ESA) contract with Vigilant Solutions to affirm equipment purchase from the third party vendor, Lehr Auto.

**RECOMMENDATION**

**City Council** - Adopt a motion approving an addendum to the City's Enterprise Service Agreement with Vigilant Solutions; and, authorizing the City Manager or Assistant City Manager to sign the necessary documents.

J.6. [17-248](#)

**SUBJECT:** Acceptance of Fiscal Year 2016 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Confined Space and Technical Rescue Equipment

**REPORT IN BRIEF**

Consider accepting additional Fiscal Year 2016 SHSGP funds for the purchase of Confined Space and Technical Rescue Equipment, and to appropriate supplemental funds to complete the purchase.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving **Resolution 2017-27**, a Resolution of the City Council of

the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Governor's Office of Emergency Services FY2016 Grant Assurances Agreement; and,

B. Accepting Fiscal Year 2016 SHSGP grant funds in the amount of \$9,900.00 as revenue in the Intergovernmental - State Government Grants - Other State Grants account 001-0901-324.02-00; and,

C. Appropriating \$9,900.00 to the Machinery/Equipment account 001-0901-522.26-00 to purchase Confined Space and Technical Equipment; and,

D. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed.

J.7. [17-236](#)

**SUBJECT:** Professional Services Agreement with Mark Thomas & Company, Inc., for Engineering Design Services for the Highway 59 and 16th Street Intersection Improvements Project 114052

**REPORT IN BRIEF**

Consider approving an agreement in the amount of \$31,815 for engineering services for the preliminary design for the Highway 59 and 16th Street Intersection Improvements Project.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the Professional Services Agreement with Mark Thomas & Company, Inc., in the amount of \$31,815; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

J.8. [17-215](#)

**SUBJECT:** Distribution of Wahnetta Hall Trust Funds

**REPORT IN BRIEF**

Consider approving the allocation of the 2017 Wahnetta Hall Trust Funds.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the recommendation by the Recreation and Parks Commission to allocate the 2017 Wahnetta Hall Trust funds to the Kiwanis Club of Greater Merced; and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

J.9. [17-152](#)

**SUBJECT:** Second Amendment to Professional Services Agreement with CSG Consultants, Inc. for Building Services

**REPORT IN BRIEF**

The City Council will consider approving a second amendment to the Professional Services Agreement with CSG Consultants, Inc. for building services.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Approving the 2nd Amendment to the Agreement for Professional Services with CSG Consultants, Inc., to provide as needed building services in the amount not to exceed an additional \$45,000; and,

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

C. Authorizing the City Manager or Assistant City Manager to execute the above agreements.

**J.10.** [17-219](#)

**SUBJECT:** Street Closure #17-06, Submitted by Tsunami Collaboration, to Host a Weekly Downtown Street Faire.

**REPORT IN BRIEF**

Consider a request for the closure of City streets for a weekly Downtown Street Faire.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the street closures of West Main Street (between M Street and K Street) and Canal Street (between West Main Street and Arbor Lane), as requested by Tsunami Collaboration to host the Merced Downtown Street Faire, every Thursday night from 5:00 p.m. to 10:00 p.m., between June 15, 2017, and August 31, 2017; subject to the conditions outlined in the administrative staff report.

**J.11.** [17-234](#)

**SUBJECT:** Authorization to Submit Grant Application for Urban Forest Tree Inventory, Assessment, and Management Project

**REPORT IN BRIEF**

Authorizes the Director of Public Works to submit a final Grant application to the California Department of Forestry and Fire Protection (CAL FIRE) for an Urban Forestry Management Activities Project.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2017-24**, a Resolution of the City Council of the City of Merced, California, authorizing the Public Works Director to submit an application for funding from the Urban Forest Management Activities Grant program as provided through the Greenhouse Gas Reduction Fund and authorize the City Manager or Assistant City Manager to sign 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.

- K.1. [16-527](#) **SUBJECT:** Public Hearing for the Approval of the Memorandum of Understanding for the Formation of the Merced Irrigation-Urban Groundwater Sustainability Agency

### REPORT IN BRIEF

Considers adopting Resolution declaring the City's intention to fulfill its commitment to the Sustainable Groundwater Management Act and a Memorandum of Understanding with the Merced Irrigation District, City of Atwater, City of Livingston, Le Grand Community Services District, Planada Community Services District, and Winton Water and Sanitary District to Establish the Groundwater Sustainability Agency for the Merced Area.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Adopting **Resolution 2017-25**, A Resolution of the City Council of the City of Merced, California, declaring its intention to fulfill its commitment to the Sustainable Groundwater Management Act as part of the Merced Irrigation - Urban Groundwater Sustainability Agency Memorandum of Understanding for our portion of the Merced Groundwater Basin; and
- B. Approving the Memorandum of Understanding with the Merced Irrigation District, City of Atwater, City of Livingston, Le Grand Community Services District, Planada Community Services District, and Winton Water and Sanitary District; and,
- C. Authorizing the City Manager or Assistant City Manager to sign the necessary documents to establish The City of Merced as a part of the

Merced Irrigation-Urban Groundwater Sustainability Agency (MIUGSA).

## L. BUSINESS

L.1. [16-332](#)      **SUBJECT:** Citizens' Oversight Committee - Measure C Appointments

### REPORT IN BRIEF

Accept recommendation to fill Citizens' Oversight Committee - Measure "C" vacancies.

### RECOMMENDATION

**City Council** - Adopt a motion accepting recommendation from the Citizens' Oversight - Measure "C" Committee and appointing three individuals to the Central District to serve as members of the Committee and one individual to the Northern District to serve as a member of the Committee.

L.2. [17-221](#)      **SUBJECT:** Council Member Belluomini's Request to Discuss Entry Signs

### REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss an update on entry signs into the City.

### RECOMMENDATION

It is requested Council give staff direction on this item.

L.3. Request to Add Item to Future Agenda

L.4. City Council Comments

## M. ADJOURNMENT



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item B.1.**

Meeting Date: 5/1/2017

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**SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: 725 West 18<sup>th</sup> Street, Merced, CA, APN: 031-052-006, APN: 031-052-007, APN: 031-052-008, APN: 031-052-009, APN: 031-052-010; Agency Negotiator: Frank Quintero, Director, Economic Development; Negotiating Parties: City of Merced and Fluetsch and Busby Insurance; Under Negotiation: Price and Terms of Payment.**



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item F.1.**

Meeting Date: 5/1/2017

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**SUBJECT:** Proclamation - Municipal Clerks Week

### REPORT IN BRIEF

Received by John Tresidder, Assistant City Clerk

### ATTACHMENTS

1. Municipal Clerks Week Proclamation



# Proclamation

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

NOW, THEREFORE, I, MIKE MURPHY, MAYOR of the City of Merced, on behalf of the City Council, hereby proclaim the week of May 7 through May 13, 2017, as Municipal Clerks Week in the City of Merced and extend appreciation to our Assistant City Clerk, John Tresidder, our Deputy City Clerk, Jennifer Levesque, and Kirk Greene, our Records Clerk for the vital services they perform and to their dedication to the community they represent.

Signed this 1<sup>st</sup> day of May, 2017.

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item F.2.**

Meeting Date: 5/1/2017

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**SUBJECT:** Proclamation - Bike Month

### REPORT IN BRIEF

Received by a BAC Commissioner

### ATTACHMENTS

1. Bike Month Proclamation



# Proclamation

WHEREAS, for more than a century, the bicycle has been an important part of the lives of many Americans, and, today, millions of Americans engage in bicycling to commute to work or school; to achieve and maintain physical fitness; and to recreate with family and friends; and,

WHEREAS, the education of cyclists, pedestrians, and motorists as to the proper and safe interaction of traffic is important to ensure the safety and comfort of all roadway users; and,

WHEREAS, in 2009, the City established a *Bicycle Advisory Commission* to serve as an advisory body to improve conditions for bicyclists; to promote bicycling as a means of transportation; to improve safety conditions for bicyclists; and to help implement policy, programs, and bikeway infrastructure for all ages and users; and,

WHEREAS, the *Merced Bicycle Coalition* and independent cyclists throughout our City are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries, and fatalities for all;

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, on behalf of the City Council, and the City of Merced Bicycle Advisory Commission, do hereby proclaim the month of May 2017 as BIKE MONTH throughout the City, and further proclaim Thursday, May 4, 2017, as BIKE-TO-WORK DAY and BIKE-TO-SCHOOL DAY, and urge all Citizens of Merced to recognize the importance of bicycling for transportation and recreation, and urge everyone to be more aware of cyclists using our public streets.

Signed this 1<sup>st</sup> day of May, 2017.

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item F.3.**

Meeting Date: 5/1/2017

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**SUBJECT:** Proclamation - Building Safety Month

### REPORT IN BRIEF

Received by the Inspections Services Division Department.

### ATTACHMENTS

1. Proclamation



# Proclamation

WHEREAS, The City of Merced’s continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

WHEREAS, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

WHEREAS, “Code Officials—Partners in Community Safety and Economic Growth” the theme for Building Safety Month 2017, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim the month of May 2017 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signed this 1st day of May, 2017.

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*Mike Murphy, Mayor of Merced*



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item J.1.**

Meeting Date: 5/1/2017

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*Report Prepared by: Kirkland Greene, Records Clerk II*

**SUBJECT:** Information-Only Contracts

### REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

### AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

### ATTACHMENTS

1. "Information-Only" Contracts Table for April 2017

## **Exhibit 1 – Table of Contracts**

5/1/2017 City Council Meeting

<b>Department/Division</b>	<b>Vendor</b>	<b>Purpose/Location</b>	<b>Amount</b>
0803 – Engineering	BC Laboratories, Inc.	Provide laboratory services for Well No. 21 Test Well Construction Project No. 113026. (Statement of Services, PO #126179.)	\$ 3,640.00
0803 – Engineering	Taylor Backhoe Service, Inc.	Potholing to locate utility lines in roadway and dirt areas of "V" Street and 16th Street, Project No. 117038. (Statement of Services, PO #126154.)	\$ 6,000.00
0803 – Engineering	Technicon Engineering Services, Inc.	Perform testing and inspection services for the Wastewater Treatment Plant Well No. 2 Pump and Piping Project No. 114001. (Statement of Services, PO #126194.)	\$ 9,188.00
0803 – Engineering	Yard Masters, Inc.	Removal and relocation of three (3) trees in existing soccer field. (Statement of Services, PO #126153; includes grading and sloping of field; compacting, re-seeding, and fertilizing; and raising sprinklers to new grade.)	\$16,955.00
0803 – Engineering	Quad Knopf, Inc.	Provide land-surveying services for Project No. 117021 - GIS Survey Control Point Datum Network. (Statement of Services, PO #126060.)	\$21,000.00
1106 – Public Works-Water	ControlPoint Engineering, Inc.	Agreement for (Design) Professional Services to Upgrade Well Site No. 19 Radio System and PLC to New Cellular Radios and New Ethernet-Based PLC Platform.	\$27,500.00

*Copies of all of the contracts listed above are available in the City Clerk's Office.*



# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
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## ADMINISTRATIVE REPORT

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**Agenda Item J.2.**

Meeting Date: 5/1/2017

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**Report Prepared by:** *Nancy Lee, Secretary II, Merced Regional Airport*

**SUBJECT:** Information Only - Merced Regional Airport Authority Meeting Minutes of August 11, 2016

### RECOMMENDATION

For information only.

### ATTACHMENTS

1. RAA Minutes of August 11, 2016

**CITY OF MERCED  
REGIONAL AIRPORT AUTHORITY MINUTES**

**MERCED REGIONAL AIRPORT  
AIRPORT ADMINISTRATIVE OFFICE  
20 MACREADY DRIVE  
MERCED, CA**

**THURSDAY  
August 11, 2016**

**A. CALL TO ORDER**

Chair John Sundgren called the meeting to order at 12:35 p.m.

**B. ROLL CALL**

Members present: John Sundgren, Alvin Osborn, Michael Bodine, Desmond Johnston, and Ryan Smith

Members absent: Mike Bodine (excused); two vacancies.

Staff Present: Janet E. Young, Frank Quintero, Nancy Lee

**C. WRITTEN PETITIONS AND COMMUNICATION**

None.

**D. ORAL COMMUNICATIONS**

None.

**E. CONSENT CALENDAR**

M/S – Osborn/Johnston motion to approve and file the minutes of July 21, 2016, as submitted.

**F. REPORTS**

**1. FAA FY 2016-2020 Airport Capital Improvement Program and Amended FY 2016 Grant Application and Acceptance**

The Airport Authority voted to approve the amended FY 2016-2020 Airport Capital Improvement Plan and the FY 2016 FAA grant application and acceptance of grant funds and to recommend approval to the City Council.

M/S Johnston/Osborn

**2. LEASE OF HANGAR 16 TO CALSTAR AIR MEDICAL SERVICES LLC FOR AIR AMBULANCE SERVICES**

The Airport Authority recommended approval to the City Council of the lease provisions as negotiated.

M/S – Johnston/Smith

**3. AIRPORT MANAGER'S REPORT**

Manager Young summarized the August 2016 Manager's Report.

**G. AUTHORITY BUSINESS**

**1. POSSIBLE INCOMPATIBLE LAND USE ACTIVITY**

No topics raised.

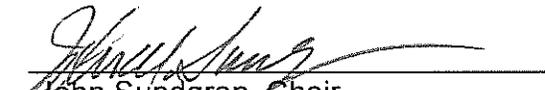
**2. OTHER BUSINESS FROM AUTHORITY MEMBERS**

No topics raised.

**H. ADJOURNMENT**

Chair Sundgren adjourned the meeting at 1:08 p.m. until the next Regional Airport Authority meeting on Tuesday, September 20, 2016, at 7:00 p.m. in the Council Chamber at 678 W 18<sup>th</sup> Street, in the Civic Center.

M/S/C – Smith/Osborn motion to approve the meeting adjournment until the next scheduled meeting.

  
\_\_\_\_\_  
John Sundgren, Chair  
Regional Airport Authority



**ADMINISTRATIVE REPORT**

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**Agenda Item J.3.**

Meeting Date: 5/1/2017

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**SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of April 3, 2017

**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 April 3, 2017.

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Minutes of April 3, 2017



# CITY OF MERCED

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

## Minutes

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

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Monday, April 3, 2017

7:00 PM

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#### A. STUDY SESSION ROLL CALL

**Present:** 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

**Absent:** 0

#### B. STUDY SESSION

Mayor MURPHY called the Study Session to order at 6:03 PM.

##### B.1. Sewer Master Plan - Director of Public Works Ken Elwin

Director of Public Works Ken ELWIN spoke briefly on the Sewer Master Plan.

Stantec Consultant Dave PRICE gave a slide show presentation on the Sewer Master Plan.

Mayor MURPHY asked about short term fixes for residential areas, timeline, and future report update.

Council Member PEDROZO requested a future discussion about short term plans for industrial development.

Council Member BELLUOMINI requested to continue this discussion after the Regular Meeting.

Carla HOOPES, Merced - spoke on older residential sewer issues.

Mayor MURPHY adjourned the Study Session to after the Regular Meeting.

#### C. CALL TO ORDER

Mayor MURPHY called the Regular Meeting to order at 7:06 PM.

##### C.1. Invocation - Mary Hofmann, Congregation of Etz Chaim

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The invocation was delivered by Mary HOFMANN from the Congregation of Etz Chaim.

C.2. Pledge of Allegiance to the Flag

The Pledge of Allegiance was led by Council Member MCLEOD.

**D. ROLL CALL**

**Present:** 7 - Council Member Michael Belluomini, Council Member Anthony Martinez, Council Member Jill McLeod, Council Member Joshua Pedrozo, Council Member Matthew Serratto, Mayor Mike Murphy, and Mayor Pro Tempore Kevin Blake

**Absent:** 0

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 \$20.00 by Charter for sitting as the City Council; and the Mayor receives an additional \$50.00 each month as a part of the adopted budget and Resolution 1975-37. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

**E. CEREMONIAL MATTERS**

**E.1. SUBJECT: Recognition of El Capitan High School Cheer Squad**

**REPORT IN BRIEF**

A certificate will be received by the 2017 USA National Champions, El Capitan High School Cheer Squad.

Mayor MURPHY presented the El Capitan High School Cheer Squad with a Certificate of Recognition for their win at the 2017 USA Nationals Championship.

**E.2. SUBJECT: Proclamation - Adult Education Day**

**REPORT IN BRIEF**

Received by Steve Hobbs Merced Adult School Principal.

Mayor MURPHY presented the Proclamation for Adult Education Day to Merced Adult School Principal Steve HOBBS.

**E.3. SUBJECT: Proclamation - Fair Housing Month**

**REPORT IN BRIEF**

Received by Zoha Khalili Fair Housing Coordinator

Mayor MURPHY presented the Proclamation for Fair Housing Month to Housing Supervisor Mark HAMILTON.

## F. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office did not receive any written petitions and communications.

## G. ORAL COMMUNICATIONS

Fernando ECHEVARRIA, Merced - spoke on the restrooms at Applegate Park.

Michael PIERICK, Merced - spoke on the Youth Development Programs Fundraiser.

Carla HOOPES, Merced - spoke on the Mental Health Facility in her neighborhood.

Graciela IBARRA, Merced - spoke on the Southside Police Station.

Greg HOSTETLER, Merced - spoke on local job creation.

## H. CONSENT CALENDAR

Items H.7. Approve Opposition to Senate Bill 35 and Senate Bill 649 and H.8. Request to Lower Swim Lesson Fees, were pulled for separate consideration.

### Approval of the Consent Agenda

**A motion was made by Council Member Pedrozo, seconded by Mayor Pro Tempore Blake, to approve the Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

**No:** 0

**Absent:** 0

### H.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.

H.2.

**SUBJECT:** Information-Only Contracts

**REPORT IN BRIEF**

Notification of awarded Non-Public Works contracts under \$29,000 and of Public Works contracts under \$65,204.

**AUTHORITY**

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2016-2017 threshold of \$65,204.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2016-2017 threshold of \$29,000.00, the contracts listed on the attached table were entered into by the City.

This Consent Item was approved.

H.3.

**SUBJECT:** Information Only - Traffic Committee Minutes of January 10, 2017

**RECOMMENDATION**

For information only.

This Consent Item was approved.

H.4.

**SUBJECT:** City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of May 2, 2016, May 16, 2016, May 19, 2016, May 26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017

**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 2, 2016, May 16, 2016, May 19, 2016, May

26, 2016, February 23, 2017, March 6, 2017, and March 7, 2017.

This Consent Item was approved.

H.5.

**SUBJECT:** Authorization of Signing Authority for City Bank  
Accounts and Local Agency Investment Fund

**REPORT IN BRIEF**

Consider granting the City's Interim Finance Officer signing authority for City bank accounts and Local Agency Investment Fund.

**RECOMMENDATION**

**City Council/Public Financing and Economic Development  
Authority/Parking Authority** - Adopt a motion:

A. Adopting **Resolution 2017-15**, a Resolution of the City Council of the City of Merced, California, authorizing signature of City checks; and,

B. Adopting **Resolution 2017-16**, a Resolution of the City Council of the City of Merced, California, authorizing investment of City of Merced monies in Local Agency Investment Fund; and,

C. Adopting **Resolution PFA 2017-02**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing signature of Authority checks; and,

D. Adopting **Resolution PFA 2017-03**, a Resolution of the City of Merced Public Financing and Economic Development Authority authorizing investment of City of Merced monies in Local Agency Investment Fund; and,

E. Adopting **Resolution PA 2017-03**, a Resolution of the Parking Authority of the City of Merced, California, authorizing signature of Parking Authority checks; and,

F. Adopting **Resolution PA 2017-04**, a Resolution of the Parking Authority of the City of Merced, California authorizing investment of City of Merced monies in Local Agency Investment Fund

This Consent Item was approved.

H.6.

**SUBJECT:** Approval of Resolution 2017- 17 Declaring the City's  
Intent to Sell or Lease City Owned Property Located at 301 East  
Yosemite Avenue and Request to Set a Public Hearing for May 15.

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2017 to Consider the City's Intention to Sell or Lease the Property

**REPORT IN BRIEF**

It is Requested that the City Council Approve Resolution 2017-17 Declaring the City's Intent to Sell or Lease City Owned Property Located at 301 East Yosemite Avenue and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2017-17**, a Resolution of the City Council of the City of Merced, California Declaring the its Intention to Sell or Lease the Property Owned by the City of Merced, Located at 301 East Yosemite Avenue, APN 231-040-021, Merced, California; and Setting a Public Hearing for May 15, 2017 to Consider the City's Intention to Sell or Lease the Property.

**This Consent Item was approved.**

H.9.

**SUBJECT:** Agreement with Office of Emergency Services - State Homeland Security Grant Programs - Funding for Equipment, Planning, Administration, Training and Exercises

**REPORT IN BRIEF**

Consider approving the Fiscal Year 2016 (FY16) Agreement to accept California State Homeland Security Grant Program funds being funded through the County to the City of Merced Fire Department.

**RECOMMENDATION**

**City Council** - Adopt a motion approving **Resolution 2017-14**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the Office of Emergency Services State Homeland Security Grant Programs - Equipment, Planning, Administration, Training and Exercises Agreement.

**This Consent Item was approved.**

H.10.

**SUBJECT:** Consider Approving Resolution 2017-13 to Allow a Designation of Authorized Agent to File Application and Execute Documents Required to Obtain Disaster Relief Assistance From the Recent Rain Storms

**REPORT IN BRIEF**

A Resolution of the City Council is necessary to authorize certain officials of the City to file an application with the California Office of Emergency Services (Cal OES) to obtain funding for federal assistance due to the recent flooding in the City of Merced.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2017-13**, a Resolution of the City of Council of the City of Merced, California, designation of authorized agent to file applications and execute documents required to obtain disaster relief assistance.

This Consent Item was approved.

H.11.

**SUBJECT:** Approval of a Request to Install a Little Free Library Box at Fire Station 55 and Authorization to Execute a License Agreement for the Project

**REPORT IN BRIEF**

Consider approving a request by the Walker Family to install a Little Free Library box at Fire Station No. 55 and granting authority to execute a License Agreement for the project.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the installation of a Little Free Library Box at Fire Station 55 and authorizing the City Manager or Assistant City Manager to Execute a License Agreement for the project.

This Consent Item was approved.

H.12.

**SUBJECT:** Street Closure #17-04 for the Sacred Heart Catholic Church

**REPORT IN BRIEF**

Consider a request for use of City streets for Sacred Heart Catholic Church for Stations of the Cross Reenactment and a Silent March on Good Friday, April 14, 2017.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the street closures of Canal and M Streets between West 11th and West 13th Streets, West 11th and West 12th Streets between Canal and M Streets, and the alleyways enclosed within the loop of Canal, West 11th, M, and West 13th Streets, as requested by Sacred Heart Catholic Church, on Friday, April 14,

2017, between 3:00 p.m. and 4:30 p.m., and 7:00 p.m. and 8:00 p.m.; subject to the conditions and route outlined in the administrative staff report.

**This Consent Item was approved.**

**H.13.**

**SUBJECT:** Acceptance of \$75,000 from the Merced County Remote Access Network Board as Reimbursement Funding for the Purchase of In-Car Mobile Computers and Modems

**REPORT IN BRIEF**

Consider the Acceptance of \$75,000 in Remote Access Network (RAN) funding from the Merced County Remote Access Network for the purchase of thirteen (13) in-car computer systems and nine (9) modems for police patrol vehicles.

**RECOMMENDATION**

**City Council** - Adopt a motion:

A. Accepting and appropriating \$75,000.00 in reimbursable funds from the Merced County RAN Board for the purchase of computer equipment for police patrol vehicles. Increase Revenue account 001-1002-324-02-00 by \$75,000.00 and appropriate the same for expenditures to account 001-1002-523-43-00.

B. Authorizing the City Manager to execute all necessary documents for this purpose.

C. Authorizing the use of pooled cash for the purchase until the reimbursed RAN funds are received.

**This Consent Item was approved.**

**H.14.**

**SUBJECT:** Authorization for the Purchase of Thirteen (13) New Panasonic Toughbook Laptop Computer Systems for Police Patrol Vehicles and Waiving the Competitive Bidding Requirement

**REPORT IN BRIEF:**

Consider authorizing the purchase of thirteen (13) New Panasonic Toughbook Laptop Computer Systems for police patrol vehicles by using pooled cash until RAN reimbursement funds are received.

**RECOMMENDATION**

**City Council** - Adopt a motion waiving competitive bidding

requirements, as stated in Section 3.04.210 of the Merced Municipal Code, and authorizing the City to enter into a contract with LEHR Auto Electric to utilize an existing contract with the County of Sacramento for the purchase of the Panasonic Toughbook computer equipment at a cost not to exceed \$60,821.00, which includes sales tax.

**This Consent Item was approved.**

**H.15.**

**SUBJECT:** Request to Set a Public Hearing for the 2017 Housing and Urban Development (HUD) Annual Action Plan

**REPORT IN BRIEF**

Request to set a Public Hearing for Monday, April 17, 2017, to consider the 2017 Housing and Urban Development (HUD) Annual Action Plan.

**RECOMMENDATION**

**City Council** - Adopt a motion setting a Public Hearing for Monday, April 17, 2017, to consider the Housing and Urban Development Annual Action Plan.

**This Consent Item was approved.**

**H.16.**

**SUBJECT:** Consider Approving an Interdepartmental Cooperative Agreement for Fiscal Year 2016/17 Between the Engineering Division and Housing Division in the Amount of \$133,410

**REPORT IN BRIEF**

Consider approving an Interdepartmental Cooperative Agreement not to exceed \$133,410 between the City's Engineering Division and Housing Division regarding use of the Community Development Block Grant from Fiscal Year 2016/17 for construction of ADA compliant ramps.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving an agreement as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the 2016/17 Fiscal Year per previous City Council recommendation; and,
- B. Approving an Interdepartmental Cooperative Agreement between the City's Engineering and Housing divisions, both of which are

under the City's Department of Development Services Department in the amount not to exceed \$133,410 as identified in the 2016 Department of Housing and Urban Development (HUD) Annual Plan with Community Development Block Grant (CDBG) funds from the 2016/17 Fiscal Year; and,

- C. Authorizing the respective City division Department Heads to execute and, if necessary make minor modifications to the Interdepartmental Agreement described above and as attached to this report and all associated documents; and,
- D. Authorizing a transfer from Fund 018-Housing to Fund 450 Streets and Signals CIP in the amount of \$133,410 and appropriating the same to Account 450-1104-637-65-00 Project #117007.

**This Consent Item was approved.**

**H.17.**

**SUBJECT:** Introduction of Ordinance No. 2474 Amending Section 15.24.110 of the Merced Municipal Code Regarding Specific Pollutant Limitations and Local Industrial Discharge Limitations

**REPORT IN BRIEF**

Staff Recommends that the City Council Approve the Introduction of Ordinance No. 2474 which will amend Municipal Code Section 15.24.110 to Lower the City's Existing Specific Pollutant Limitations and Local Industrial Discharge Limitations For Arsenic, Copper and Zinc.

**RECOMMENDATION**

**City Council** - Adopt a motion introducing **Ordinance No. 2474**, an Ordinance of the City Council of the City of Merced, California, amending section 15.24.110, "Specific Pollutant Limitations," of the Merced Municipal Code.

**This Consent Item was approved.**

**H.18.**

**SUBJECT:** Award Bid to Yellow Jacket Drilling for Constructing a Test Well for the New Municipal Well 21 Site, Project No. 113026

**REPORT IN BRIEF**

Consider awarding a contract in the amount of \$190,800 to Yellow Jacket Drilling to construct a test well for the new municipal Well 21 site at the intersection of Bellevue Road and G Street.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Awarding the bid for the Well 21 site test well construction to Yellow Jacket Drilling, in the amount of \$190,800; and,
- B. Authorizing the City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

**This Consent Item was approved.**

**H.19.**

**SUBJECT:** Award Bid to Richard A. Soracco Jr. for the Wastewater Treatment Plant Well #2 Pump and Piping, Project No. 114001

**REPORT IN BRIEF**

Consider awarding a contract in the amount of \$487,235 to Richard A. Soracco Jr. to construct the pump and piping infrastructure for the new water supply well at the Wastewater Treatment Plant.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Awarding the bid for the Wastewater Treatment Plant Well #2 Pump and Piping, Project 114001, to Richard A. Soracco Jr., in the amount of \$487,235; and,
- B. Authorizing the City Manager or Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

**This Consent Item was approved.**

**H.7.**

**SUBJECT:** Approve Opposition to Senate Bill 35 and Senate Bill 649

**REPORT IN BRIEF**

Approve the opposition to Senate Bill (SB) 35, Affordable Housing: Streamlined Approval Process, and SB 649, Wireless and Small Cell Telecommunications Facilities.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the opposition of SB 35 (Weiner), Affordable Housing: Streamlined Approval Process, and SB 649, (Hueso) Wireless and Small Cell Telecommunications Facilities.

Rick MCMILLION, Merced - asked to pull this item to encourage Council to vote in opposition of these Bills.

Council Member BELLUOMINI requested a copy of the Bills.

**A motion was made by Mayor Pro Tempore Blake, seconded by Council Member Pedrozo, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

**No:** 0

**Absent:** 0

H.8.

**SUBJECT:** Request to Lower Swim Lesson Fees

**REPORT IN BRIEF**

Consider temporarily lowering swim lesson fees for the City's Water Safety and Swim Lesson Programs During the Months of June and July 2017

**RECOMMENDATION**

**City Council** - Adopt a motion approving the temporary reduction in the fees charged for swimming lessons, from \$35 to \$10 for lessons during the summer of 2017; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

Council Member SERRATTO pulled this item to encourage future funding of this program and to keep the fees as low as possible.

Council Member PEDROZO requested to add this as a discussion in the next budget meeting.

**A motion was made by Council Member Serratto, seconded by Council Member Pedrozo, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

**No:** 0

Absent: 0

## I. BUSINESS

### I.1. Request to Add Item to Future Agenda

No items were added to a future agenda.

### I.2. City Council Comments

Council Member MARTINEZ reported on attending the Youth to Youth Conference.

Council Member PEDROZO reported on attending the CASA Fundraiser Event and the Merced Hall of Fame Banquet.

Council Member BELLUOMINI reported on attending the Merced High Hall of Fame Banquet.

Mayor MURPHY reported on attending the Youth to Youth Conference, his interview with the UC Merced Chancellor on KSEE 24, CASA Fundraiser, Achieve Dreams Fundraiser, Caps on promotion, congratulated El Capitan Cheer Squad, Latinos Luncheon, presented updates to local clubs, and City County Relations Dinner.

## J. ADJOURNMENT

**Clerk's Note:** The Regular Meeting adjourned at 8:06 PM.

**A motion was made by Council Member Martinez, seconded by Council Member Pedrozo, adjourned the Regular Meeting in memory of Jake Campbell. The motion carried by the following vote:**

**Aye:** 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

**No:** 0

**Absent:** 0

**Clerk's Note:** The Study Session reconvened at 8:07 PM.

Council Members continued to ask the consultant questions on the Sewer Master Plan and the consultant and Mr. ELWIN gave further explanation.

**Clerk's Note:** The Study Session was adjourned at 8:42 PM.

**A motion was made by Council Member Pedrozo, seconded by Council Member McLeod, that the Study Session be adjourned. The motion carried by the following vote:**

**Aye:** 7 - Council Member Belluomini, Council Member Martinez, Council Member McLeod, Council Member Pedrozo, Council Member Serratto, Mayor Murphy, and Mayor Pro Tempore Blake

**No:** 0

**Absent:** 0



**ADMINISTRATIVE REPORT**

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**Agenda Item J.4.**

Meeting Date: 5/1/2017

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**Report Prepared by:** *Deneen L. Proctor, Director of Support Services, Personnel*

**SUBJECT:** Revised Job Description and Salary Ranges for Director of Development Services and Finance Officer

**REPORT IN BRIEF**

Consider adopting Resolution revising the Job Descriptions and Salary Ranges for the Director of Development Services and Finance Officer positions.

**RECOMMENDATION**

**City Council** - Adopt a motion adopting **Resolution 2017-26**, A Resolution of the City Council of the City of Merced, California, amending the classification plan by amending the Job Descriptions and Salary Ranges for the positions of Director of Development Services and Finance Officer.

**ALTERNATIVES**

1. Approve as recommended; or
2. Deny; or
3. Refer to staff for further study; or
4. Take no action.

**AUTHORITY**

Article VII, Section 710, of the Merced City Charter, and as recommended by the Merced City Personnel Board at their meeting of April 24, 2017.

**CITY COUNCIL PRIORITIES**

As provided for in the 2016-17 Adopted Budget.

**DISCUSSION**

With the recent vacancies in the Director of Development Services and Finance Officer positions, the City is taking the opportunity to revise both job descriptions and salary ranges to update both the duties and pay. This action will assist the City in enlarging the candidate pool, securing the most qualified hire and retaining those employees long-term.

The two positions are very important to the structure and function of the organization. The Director of Development Services role is vital to working with potential developers and current clients. The Director works closely with the City Engineer, Chief Building Official, and Planning Manager to ensure the functions coordinate smoothly in those divisions.

The Finance Officer is a Charter Officer, appointed by City Council, responsible budgeting, advising department heads on finance matters, overseeing the functions of Finance, Accounts Payable, Accounts Receivable, Purchasing and Investments.

The proposed Salary Range for the Director of Development Services is 892 (\$9,817.27 - \$11,932.96 per month). The proposed Salary Range for the Finance Officer will be 898 (\$10,626.57 - \$12,917.00 per month).

### **IMPACT ON CITY RESOURCES**

No appropriations will be necessary.

### **ATTACHMENTS**

1. Resolution and Job Description

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AMENDING THE CLASSIFICATION PLAN BY  
AMENDING THE JOB DESCRIPTIONS AND  
SALARY RANGES FOR THE POSITIONS OF  
DIRECTOR OF DEVELOPMENT SERVICES AND  
FINANCE OFFICER**

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY  
RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The Classification Plan of the City of Merced is hereby amended by approving the revised job descriptions for the positions of Director of Development Services at pay range 892 and Finance Officer at pay range 898.

SECTION 2. The job descriptions for the positions of Director of Development Services and Finance Officer shall be as set forth in Exhibits A and B attached hereto.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

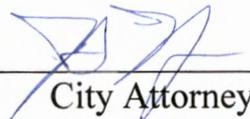
\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

 \_\_\_\_\_  
City Attorney      4-19 2017  
Date



**Director of Development Services**

Bargaining Unit: Unrepresented -  
Executive Management

Class Code:  
2785

CITY OF MERCED  
Established Date: Apr 14, 2008  
Revision Date:

**CLASS CONCEPT:**  
**DEFINITION**

Under administrative direction of the City Manager, to oversee and direct the functions and operations of the Development Services Department or other department as assigned, to represent the City Council policies and programs with City staff, community organizations, other agencies, and the public; to provide highly responsible and technical staff support for the Planning Commission and Bicycle Advisory Commission; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the top-level management classification that has responsibility for managing and directing the Development Services functions, including One-Stop Planning and Permitting, Housing, Inspection Services, and Engineering.

**REPORTS TO**

City Manager or designee

**CLASSIFICATIONS SUPERVISED**

Staff assigned to Development Services Department.  
**EXAMPLES OF DUTIES:**

# EXHIBIT A

*(The following is used as a partial description and is not restrictive as to duties required.)*

Plans, organizes, directs and coordinates the functions, operations, and services of the Development Services Department; develops and implements Development Services goals, objectives, and priorities; develops, coordinates, and participates in current and advanced planning functions; develops and administers the Development Services budget; formulates division procedures and policies; ensures proper staffing for the Planning Commission and the Bicycle Advisory Commission; directs the preparation and develops; prepares, and presents a variety of complex reports and recommendations for assigned boards, commissions, and committees; directs and participates in the most complex planning studies; has oversight responsibility of the City's development review process; provides consultation and advice on Development Services issues for the City Manager and City Council; has responsibility for the maintenance and updating of the City's General Plan; participates in-regional and joint planning studies; interprets applicable laws, rules, codes, and regulations; develops and recommends adoption of codes and ordinances, as well as revisions to existing codes and ordinances; selects, supervises, and trains Development Services staff; represents the Development Services functions with the public, community organizations, and other governmental agencies. Plans, organizes, and manages the City's Community Development Block Grant, HOME, First Time Homebuyer, and Housing Rehabilitation programs; prepares the HUD Annual Report and amendments thereto; oversees the development of Department activity reports and reports required by other governmental agencies; has responsibility for public hearings regarding Community Development Block Grant and HOME funds; provides advice and support for Department staff; develops creative programs in support of a jobs/housing balance; develops neighborhood revitalization programs; represents the City and the Development Services Department with citizens, community organizations, and other governmental agencies.

**TYPICAL QUALIFICATIONS:**

**DESIRABLE QUALIFICATIONS**

**Knowledge of:**

General theory, principles, and practices of land use planning and their application to a variety of planning problems.

Public housing administration, including rehabilitation and financing.

Contract and grant development and administration.

Laws, rules, regulations, and polices affecting land use, zoning, and housing.

Purposes and procedures of public planning agencies, boards, and governing bodies.

Research methods and statistical analysis.

Environmental review procedures and impacts from changes in land use.

Graphic illustration and presentation.

Use of computer and computer applications in program and services development and evaluation.

Budget development and control.

Principles of project planning, development, coordination, and direction.

Principles of public administration, management, staff supervision, employee training, and work evaluation.

**Ability to:**

Plan, organize, manage, and direct the functions and services of the City's Development Services Department.

Provide supervision, training, and work evaluation for assigned staff.

Develop and monitor the Development Services budget

Perform the most complex professional studies and environmental reviews.

Read and interpret laws, ordinances, general plan elements, environmental impact statements, maps, and other documents related to community planning and land use.

Collect, compile, prepare, and analyze technical, statistical, and other information.

Perform special assignments for a variety of boards and commissions.

Direct the preparation and prepare a variety of planning studies and reports.

Operate a computer and use appropriate software in performing management and administrative responsibilities.

Make effective oral and written presentations.

Effectively represent City Development Services and CDBG functions in responding to inquiries, providing assistance, and dealing with public and community organization concerns about planning, land use, housing, building and engineering.

Establish and maintain cooperative working relationships.

**Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Completion of the requirements for a Bachelor's Degree in urban planning, landscape architecture, public administration, or closely related field, and considerable experience in planning, community development, and development services. At least three years in a management or supervisory capacity.

A Master's degree in a related field is highly desirable.

**Special Requirements:**

Possession of current and valid California Driver's License.

**SUPPLEMENTAL INFORMATION:**

Reference: City of Merced Personnel Rules and Regulations. Sections 5.05 and 5.07.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The City of Merced assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice.

Terms and conditions of employment are determined by the City Manager.



## FINANCE OFFICER

Bargaining Unit: Unrepresented -  
Executive Management

Class Code:  
4550

CITY OF MERCED  
Established Date: Jan 11, 1982  
Revision Date:

### **CLASS CONCEPT:** **DEFINITION**

Receives policy direction from the City Manager and/or Assistant City Manager, performs administrative and professional work in directing all financial activities of the City.

### **DISTINGUISHING CHARACTERISTICS**

The Finance Officer is responsible for financial planning, budgeting, accounting and auditing, property management, treasury cash management, license administration, central purchasing, and the billing and collection of utility charges for the City. Responsibilities further extend to providing principal and complex administrative support to the City Manager and/or Assistant City Manager in the preparation of the annual budget, and to advise the City Manager, Assistant City Manager and other City officials on financial problems and the maintenance of the City's financial status. The Finance Officer's position is unclassified and works under general direction of the City Manager in accordance with the provisions of the City Charter.

### **REPORT TO**

City Manager

# EXHIBIT B

## **CLASSIFICATIONS SUPERVISED**

Deputy Finance Officer, Accountant I, II, III, Purchasing Supervisor and other Department Staff.

**TYPICAL DUTIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

Develop, plan and implement Department goals and objectives; recommend and administer policies and procedures. Direct the design, implementation and control of automated financial systems.

Supervise and participate in the development and administration of the City and Finance Department's annual operating budget; direct the forecasting of funds needed for staffing, equipment, materials and supplies and capital improvement projects; compile and evaluate estimated year-end data; and implement mid-year adjustments.

Develop, coordinate and supervise the central accounting activity and central payroll operation, including the preparation of varied financial reports. Provide financial assistance to City departments; ensure compliance with internal controls and standard accounting practices.

Develop, implement and supervise the investment and treasury. Oversee the preparation of documentation related to the refinancing of existing debt and the issuance of new debt; direct the preparation of financial reports as required by law; prepare various financial reports and analyses requested by the Assistant City Manager, City Manager and City Council.

Plans, directs, and participates in the audit of all financial transactions and expenditure of appropriated funds; enforces compliance with standard accounting systems and fiscal procedures.

Develops and implements estimation programs for revenues and tax yields for use by the City Manager, Assistant City Manager and other City officials.

Initiates and participates extensively in the development and implementation of municipal financial policies.

Performs related work as required.

## **DESIRABLE QUALIFICATIONS**

**Knowledge of:**

Extensive knowledge of the modern principles and practices of public-finance administration with particular reference to budgeting, accounting and auditing, purchasing, treasury, utility billing, business license, taxation, revenue management and customer service.

Thorough knowledge of Charter provisions, ordinances and state and federal laws governing the financial administration of the City government.

Considerable knowledge of the functions, organization, staffing and operations of the various City departments.

**Ability to:**

Ability to compile and analyze complex financial reports and provide revenue estimates within reasonable limits.

Ability to select, train, assign and supervise employees.

Ability to present reports and express ideas clearly and concisely, orally and in writing.

Ability to establish and maintain effective working relationships with other City officials, employees, and the general public.

**Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education and experience equivalent to a Bachelor's degree in accounting, business administration, or public administration and thorough experience in public finance administration and planning including supervisory experience.

**Special Requirements:**

Possession of current and valid California Driver's License.

**SUPPLEMENTAL INFORMATION:**

Reference: City of Merced Personnel Rules and Regulations. Sections 5.05 and 5.07.

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employment. The City of Merced assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice.  
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## ADMINISTRATIVE REPORT

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**Agenda Item J.5.**

Meeting Date: 5/1/2017

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**Report Prepared by:** *Matt Williams, Police Captain*

**SUBJECT:** Approval of Addendum to License Plate Reader Enterprise Service Agreement with Vigilant Solutions

### REPORT IN BRIEF

Consider approving an addendum to the City's existing Enterprise Service Agreement (ESA) contract with Vigilant Solutions to affirm equipment purchase from the third party vendor, Lehr Auto.

### RECOMMENDATION

**City Council** - Adopt a motion approving an addendum to the City's Enterprise Service Agreement with Vigilant Solutions; and, authorizing the City Manager or Assistant City Manager to sign the necessary documents.

### ALTERNATIVES

1. Adopt the motion as recommended; or,
2. Decline to sign the addendum; or,
3. Refer to staff with direction.

### AUTHORITY

Section 200 of the Merced Municipal Code.

### CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget.

### DISCUSSION

The City entered into an agreement and signed a contract with Vigilant Solutions to provide license plate readers and install them. The contract named Vigilant Solutions as the service provider; however, Lehr Auto is the authorized vendor for Vigilant Solutions for the purchase of the License Plate reader hardware components. Payment for the purchase of the hardware components needs to be made to Lehr Auto who has sent an invoice for the purchase to the City. The attached addendum specifically names Lehr Auto as the payee. Lehr Auto has already provided the hardware and the installation is in progress.

### IMPACT ON CITY RESOURCES

Funding for this contract has been appropriated in the FY 2016/17 Budget. No additional

appropriation of funds are needed.

**ATTACHMENTS**

1. Original contract
2. Addendum.



**Enterprise Service Agreement (ESA)**

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 30<sup>th</sup> Day of September, 2016 by and between **Vigilant Solutions Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and the City of Merced, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 678 W 18th ST., Merced CA 95340 ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

**I. Definitions:**

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

SC  
VS Initials

SC  
Affiliate Initials



**“Service Fee”** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**“Service Period”** has the meaning set forth in Section III (A) of this Agreement.

**“Technical Support Agents”** means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

**“LEA LPR Data”** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

**“Private LPR Data”** refers to LPR data collected by private commercial sources and available on LEARN with a paid subscription.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

## **III. Term; Termination.**

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail



Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

#### IV. **Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.



**V. Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

**VI. Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

**VII. Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

**VIII. Data Sharing.**

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

**IX. Ownership of LPR Data.**

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate.



**X. Service Package, Fees and Payment Provisions.**

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check'  
One (1) Option

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
  - Reaper Cameras
  - Raptor 3 Cameras
- Use of Vigilant Facial Recognition technologies up to level of Tier (details in Exhibit A)
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
- States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:



Annual Service Fee Schedule (multiplied by number of CLK's Issued)				
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00
Standard (Option # 1)	\$725.00	\$615.00	\$540.00	\$365.00
ILP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00

Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package		
Tier	Reaper	Raptor 3
ILP Tier 1 (Option # 2)	\$10,630	\$12,500
ILP Tier 2 (Option # 3)	\$27,260	\$29,500
ILP Tier 3 (Option # 2)	\$62,390	\$69,500
ILP Tier 4 (Option #2)	\$120,650	\$129,500

Annual Service Fee Schedule for Image Enrollment				
# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. **Advanced Service Fee Payments.** Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.



**XI. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.



I. **Severability.** If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. **Federal Government.** Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. **Right to Audit.** Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. **Notices; Authorized Representatives; Technical Support Agents.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<b>Vigilant Solutions, Inc.</b> Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	<b>Affiliate:</b> <u>Merced Police Dept</u> <b>Attn:</b> <u>CPT Williams</u> <b>Address:</b> <u>611 W 22nd ST</u> <u>Merced, CA 95340</u>
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M. **Authorized Representatives; Technical Support Agents.** Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, Inc.

Authorized Agent: *for* Neil T. Schlisserman *Steve Carrigan*

Title: Vice President of Sales *CFO*

Date: *9/30/2016*

Signature: *St Carr*

Affiliate Organization: City of Merced

Authorized Agent: Steve Carrigan

Title: City Manager

Date: 9/9/16

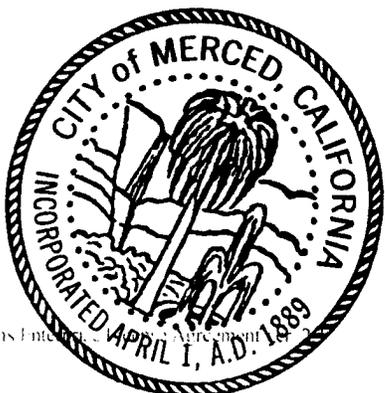
Signature: *Steve Carrigan*

ATTEST:  
CITY CLERK

BY *[Signature]*  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

*Kelly C. Fincher*  
**KELLY C. FINCHER**  
Chief Deputy City Attorney



300221 Po #: 121520  
FUNDS/ACCOUNTS VERIFIED  
*Fincher* 9-8-16  
FUNDING OFFICE DATE  
Funds Available. *use* 9/27/16  
Ord-1026-529-17-00  
\$129,500.00 *W*



**Enterprise Service Agreement**

**Contact Information Worksheet**

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

<b>Enterprise License Agreement Holder</b>			
Company / Agency Name:	Merced Police Department		
Company / Agency Type:	Law Enforcement Agency		
Address:	611 W 22nd ST		
	Merced, CA 95340		
<b>Primary Contact CPT Williams</b>			
Name:	Matt Williams		
Title:	Captain	Phone:	209-384-4187
Email:	williamsm@cityofmerced.org		
<b>Supervisor Information</b>			
Name:	Norm Andrade		
Title:	Chief Of Police	Phone:	209-385-6910
Email:	andraden@cityofmerced.org		
<b>Financial Contact (Accounts Payable)</b>			
Name:	Tonya Mora		
Title:	Secretary to the Chief	Phone:	209-385-6910
Email:	MoraT@cityofmerced.org		
<b>Technical Support Contact # 1</b>			
Name:	Jeff Bennyhoff		
Title:	I.T. Director	Phone:	209-385-6829
Email:	BennyhoffJ@cityofmerced.org		
<b>Technical Support Contact # 2</b>			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
<b>VS-ILP-1M-RE / VS-ILP-1M-R3</b>	<b>ILP Mobile Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- One (1) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-1F-RE / VS-ILP-1F-R3</b>	<b>ILP Fixed Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Two (2) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-2M-RE / VS-ILP-2M-R3</b>	<b>ILP Mobile Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Two (2) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>
<b>VS-ILP-2F-RE / VS-ILP-2F-R3</b>	<b>ILP Fixed Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>



<p><b>VS-ILP-3M-RE / VS-ILP-3M-R3</b></p>	<p><b>ILP Mobile Bundle for Agencies of 201 to 700 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<p><b>VS-ILP-3F-RE / VS-ILP-3F-R3</b></p>	<p><b>ILP Fixed Bundle for Agencies of 201 to 700 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Eight (8) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<p><b>VS-ILP-4M-RE / VS-ILP-4M-R3</b></p>	<p><b>ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Five (5) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>
<p><b>VS-ILP-4F-RE / VS-ILP-4F-R3</b></p>	<p><b>ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Ten (10) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>



## AMENDMENT TO THE VIGILANT SOLUTIONS ENTERPRISE SERVICE AGREEMENT

This document constitutes the First Amendment to that certain document entitled Enterprise Service Agreement for License Plate Recognition (“LPR”) hardware components and Software products, licenses and services between Vigilant Solutions, LLC (“Vigilant”) and the City of Merced, a California Charter Municipal Corporation (“Affiliate”) on September 30, 2016, hereinafter referred to as “Agreement.”

### RECITAL

WHEREAS, it is the desire of Vigilant and Affiliate to amend certain terms of the Agreement to provide for Affiliate’s purchase of LPR hardware components from Vigilant’s authorized reseller, Lehr Auto, and direct payment thereto for use of the software products defined in Section 1 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recital and other consideration, the sufficiency of which is hereby acknowledged, Vigilant and the City hereby amend, modify and supplement the Agreement as follows:

#### XI. Miscellaneous.

N. Affiliate will separately purchase LPR hardware components from Lehr Auto, which is an Authorized Vigilant reseller, for use with the Software Produces defined in the Agreement. Affiliate shall be directly billed by Lehr Auto for the hardware components and payment for the hardware components shall be made directly to Lehr Auto. Lehr Auto is a sole source provider for Vigilant.

#### General Provisions.

A. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

C. All references in this First Amendment to the “Agreement” shall refer to the Agreement as modified by the First Amendment.

D. Capitalized terms used in this First Amendment shall have the meaning ascribed to such terms in the Agreement, unless otherwise defined in this First Amendment.

E. In case of any conflict between any term or provision of this First Amendment and any term of provision of the Agreement, the term or provision of this First Amendment shall govern.

F. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.



IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the dates set forth besides their signatures below.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Senior Director Site Operations

Date: 3-27-2017

Signature: \_\_\_\_\_

Agency: City of Merced

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPROVED AS TO FORM:**

*Kelly C. Fincher*  
\_\_\_\_\_  
**KELLY C. FINCHER**  
**Chief Deputy City Attorney**



**ADMINISTRATIVE REPORT**

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**Agenda Item J.6.**

Meeting Date: 5/1/2017

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**Report Prepared by:** *Billy Alcorn, Deputy Chief, Merced Fire Department*

**SUBJECT:** Acceptance of Fiscal Year 2016 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Confined Space and Technical Rescue Equipment

**REPORT IN BRIEF**

Consider accepting additional Fiscal Year 2016 SHSGP funds for the purchase of Confined Space and Technical Rescue Equipment, and to appropriate supplemental funds to complete the purchase.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving **Resolution 2017-27**, a Resolution of the City Council of the City of Merced, California, authorizing the City Manager or Assistant City Manager to execute the California Governor's Office of Emergency Services FY2016 Grant Assurances Agreement; and,
- B. Accepting Fiscal Year 2016 SHSGP grant funds in the amount of \$9,900.00 as revenue in the Intergovernmental - State Government Grants - Other State Grants account 001-0901-324.02-00; and,
- C. Appropriating \$9,900.00 to the Machinery/Equipment account 001-0901-522.26-00 to purchase Confined Space and Technical Equipment; and,
- D. Authorizing the use of pooled cash to cover the appropriation until grant funds are reimbursed.

**ALTERNATIVES**

- 1. Approve, as recommended by staff; or,
- 2. Approve, subject to other than recommended by staff; or,
- 3. Deny; or
- 4. Refer to staff for reconsideration of specific items; or,
- 5. Continue to a future meeting.

**AUTHORITY**

Charter of the City of Merced, Section 200 - Powers  
Charter of the City of Merced, Section 405 - Powers Vested in the City Council  
Charter of the City of Merced, Section 1105 - Budget Appropriations

## **CITY COUNCIL PRIORITIES**

Public safety, as provided for in the Fiscal Year 16/17 Adopted Budget.

## **DISCUSSION**

The Merced County Office of Emergency Services (OES) has awarded the City of Merced \$9,900.00 from the Fiscal Year 2016 State Homeland Security Grant Program (SHSGP) for the purchase of Confined Space and Technical Rescue Equipment. The purchase of this equipment will improve the response capabilities for the City of Merced Fire Department and increase firefighter safety when operating during these types of emergencies. The items being purchased include: water rescue equipment to support rescue operations, trench rescue equipment to increase responder safety when working in and around trenches, rescue harnesses for responder safety during confined space rescue emergencies, communications equipment for confined space rescue emergencies, as well as additional rescue equipment to increase the safety during responses.

The Merced Fire Department has specialized rescue teams consisting of confined space rescue, trench rescue, high/low angle rope rescue, and water rescue. Each member of the Merced Fire Department has been trained to the state certified Rescue Systems I level.

Within the parameters and requirements of the grant program, the Fiscal Year 2016 Office of Emergency Services State Homeland Security Grant Programs - Equipment, Planning, Administration, Training and Exercises Agreement and the FY 2016 Grant Assurances Agreement have been previously completed and are on file with the Merced County OES.

## **IMPACT ON CITY RESOURCES**

There is no cost to the City, as grant funds fully cover this purchase and no match is required. However, pooled cash will be utilized to cover the appropriation until grant funds are reimbursed.

## **ATTACHMENTS**

1. Resolution 2017-27
2. FY 2016 SHSGP Funding for Equipment, Planning, Administration, Training and Exercises Agreement
3. FY 2016 SHSGP Standard Assurances

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AUTHORIZING THE CITY MANAGER OR  
ASSISTANT CITY MANAGER TO EXECUTE  
THE CALIFORNIA GOVERNOR’S OFFICE  
OF EMERGENCY SERVICES FY2016 GRANT  
ASSURANCES AGREEMENT**

WHEREAS, the City of Merced Fire Department has been awarded \$9,000.00 of the FY2016 State Homeland Security Grant Program funds sub-granted through the California Governor’s Office of Emergency Services Agency (Cal OES); and

WHEREAS, the Cal OES requires adoption of a resolution authorizing execution of the FY2016 Grant Assurances Agreement to establish concurrence on the requirements of the grant.

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 hereby authorizes the City Manager to execute the Cal OES FY2016 Grant Assurances Agreement, which is required to establish concurrence on the requirements of the grant.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

Kelly Fincher      4/26/17  
City Attorney              Date

**OFFICE OF EMERGENCY SERVICES**

**State Homeland Security Grant Programs  
Funding for Equipment, Planning, Administration, Training and Exercises**

**THIS AGREEMENT** is entered into by and between Merced County ("County") and the \_\_\_\_\_  
\_\_\_\_\_ ("SUB-RECIPIENT").

COUNTY and SUB-RECIPIENT have entered into this AGREEMENT with reference to the following circumstances:

- A. The California State Homeland Security Grant Program (SHSGP) is providing funding through federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training and exercise related costs.

**NOW, THEREFORE**, based on the foregoing recitals, which the parties agree to be true and correct, it is mutually agreed between both parties:

- I. This AGREEMENT applies to the State Homeland Security Grant Program, funded through the COUNTY to the SUB-RECIPIENT.
- II. Amendments or modifications to the terms of this AGREEMENT must be made in writing, and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting pertinent regulations or funding.
- III. The 2016 GRANT ASSURANCES for the SHSGP, promulgated by the California Office of Emergency Services, is made part of this AGREEMENT and included as ATTACHMENT A.

SUB-RECIPIENT certifies that:

- 1) SUB-RECIPIENT will comply with the 2016 GRANT ASSURANCES;
- 2) SUB-RECIPIENT's signatory to this agreement will separately sign the 2016 GRANT ASSURANCES included as ATTACHMENT A;
- 3) SUB-RECIPIENT's signatory has obtained the required written authorization from signatory's applicable governing body, as set forth in the attached 2016 GRANT ASSURANCES, that signatory is authorized to sign this AGREEMENT.

**IV. TERMINATION:**

- A. Without Cause: COUNTY will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for pre-approved work.

performed and not previously paid for during the period of this agreement. to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

1. be adjudged a bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
5. materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the SUB-RECIPIENT the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the SUB-RECIPIENT scope of work exceeds the unpaid balance of the AGREEMENT, the SUB-RECIPIENT must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from SUB-RECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUB-RECIPIENT by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

Where SUB-RECIPIENT'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the SUB-RECIPIENT or to require the forfeiture of equipment acquired or obtained through grant funds as provided in section III, paragraph 44, subparagraph (c).

- D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which SUB-RECIPIENT'S services are to be performed, may immediately suspend performance by SUB-RECIPIENT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by SUB-RECIPIENT to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- V. TERM: This AGREEMENT shall commence on the date of COUNTY signature and continue until terminated under the provisions of paragraph IV.
- VI. INDEMNIFICATION:
- A. COUNTY shall defend, indemnify and hold SUB-RECIPIENT and its respective officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of COUNTY, its officers, agents, or employees.
- B. SUB-RECIPIENT shall defend, indemnify and hold COUNTY, its officers, board members, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions, or willful misconduct of SUB-RECIPIENT and its officers, agents, or employees.
- VII. INSURANCE: SUB-RECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUB-RECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUB-RECIPIENT agrees that coverage limits specified within the agreement will not be used to reduce limits of coverage from SUB-RECIPIENT full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

VIII. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between SUB-RECIPIENT and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**SUB-RECIPIENT**

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUB-RECIPIENT.

Name: STEVE CARRIGAN, CITY OF MERCED  
Address: 678 W. 18th STREET, MERCED, CA 95340  
Title: CITY MANAGER Date: 4/5/17  
Signature: [Handwritten Signature]  
Printed Name: STEVE CARRIGAN

**COUNTY OF MERCED**

By: \_\_\_\_\_, Chair  
County of Merced Board of Supervisors  
Date: \_\_\_\_\_

**ATTEST:  
CITY CLERK**

[Handwritten Signature]  
BY \_\_\_\_\_  
Assistant/Deputy City Clerk

**REVIEWED AS TO FORM**

By: \_\_\_\_\_  
County Counsel



**APPROVED AS TO FORM:**

[Handwritten Signature]  
Interim City Attorney, City of Merced



## Standard Assurances For All Cal OES Federal Grant Programs

**As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.**

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

### **1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

**2. Period of Performance**

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

**3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

**4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 CFR § 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud,

and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213.)
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

**6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

**7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Executive Order 11514 which sets forth national environmental standards.
- (g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order EO 11990 which requires preservation of wetlands;
- (h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (i) The Endangered Species Act of 1973, (P.L. 93-205);
- (j) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

**8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

**9. Access to Records**

In accordance with 2 CFR § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

**10. Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**11. Financial Management**

False Claims for Payment

The Applicant will comply with 31 U.S.C § 3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

**12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

**14. Human Trafficking**

The Applicant will comply with the requirements of Section 108(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

**15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

**16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

**17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving Is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**21. Acknowledgment of Federal Funding from DHS and Use of DHS Seal, Logo, and Flags**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**22. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**23. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

**24. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

**25. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**26. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**27. Fly America Act of 1974**

All Applicants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**28. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**29. Non-supplanting Requirement**

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**30. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**31. SAFECOM**

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**32. Terrorist Financing**

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

**33. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**34. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: [Signature]

Printed Name of Authorized Agent: STEVE CARRIGAN

Title: CITY MANAGER Date: 3/10/17

ATTEST:  
CITY CLERK

[Signature]  
BY \_\_\_\_\_  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

300315  
FINCHER/RECEIVING UNIT  
[Signature]  
FINCHER OFFICE DATE

[Signature]  
KELLY O. FINCHER  
Chief Deputy City Attorney

No funds to encumbr at this time  
per 3/7/17

WR # 14336 re 3/8/17 VK  
Emergency Management Performance Grant Program (EMPG) - 2016 Grant Assurances

Page 11 of 11  
Initials [Signature]



**ADMINISTRATIVE REPORT**

**Agenda Item J.7.**

Meeting Date: 5/1/2017

**Report Prepared by:** *Theron Roschen, P.E., City Engineer, Engineering Dept.*

**SUBJECT:** Professional Services Agreement with Mark Thomas & Company, Inc., for Engineering Design Services for the Highway 59 and 16<sup>th</sup> Street Intersection Improvements Project 114052

**REPORT IN BRIEF**

Consider approving an agreement in the amount of \$31,815 for engineering services for the preliminary design for the Highway 59 and 16<sup>th</sup> Street Intersection Improvements Project.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the Professional Services Agreement with Mark Thomas & Company, Inc., in the amount of \$31,815; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

**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, Section 200 et seq.

Services with an estimated value greater than \$29,000.00 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

California Government Code Section 4526 - Selection of a firm to perform engineering services shall be on the basis of demonstrated competence and on the professional qualifications necessary for satisfactory performance.

**CITY COUNCIL PRIORITIES**

As provided for in the 2016-17 Adopted Budget.

**DESCRIPTION**

Staff sent out a Request for Proposal (RFP) for the selection of a qualified engineering firm to provide services in connection with design of the Highway 59 and 16<sup>th</sup> Street Intersection Improvements Project. The City received seven RFP packages on December 19, 2016.

A selection committee rated each RFP based on the criterion established in the RFP document (see Attachment 2). Staff selected Mark Thomas & Company, Inc., as the most qualified firm to do the work and negotiated their scope and fee.

The scope of work consists, in general, of project management, railroad coordination, preliminary geometric design layouts, traffic signal timing, and Engineer's construction estimate.

In addition, Mark Thomas & Company will lead in the railroad coordination process; including meetings with Union Pacific Railroad and the California Public Utilities Commission to obtain the CPUC General Order 88-B, and assist the City in applying for Section 130 Funding.

This contract for engineering services will be funded from the Preliminary Engineering phase budget provided by the State Congestion Mitigation and Air Quality (CMAQ) Grant Program - New Traffic Signal at Highway 59 and 16<sup>th</sup> Street Project 114052.

## **HISTORY AND PAST ACTIONS**

On July 7, 2014, Council accepted a grant from Caltrans, increasing revenue account Streets/Lighting Capital Projects Funds in the amount of \$67,499 and appropriated the same to said Project 114052, CMAQ New Traffic Signal at Highway 59 and 16<sup>th</sup> Street. The local match for preliminary engineering is \$8,746.

## **IMPACT ON CITY RESOURCES**

This project was established as a Capital Improvement Project and account 450-1104-637.65-00-114052 contains sufficient funding to complete the project.

## **ATTACHMENTS**

1. Professional Services Agreement
2. Request for Proposal Document

**AGREEMENT FOR PROFESSIONAL SERVICES  
(Design Professional)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 Mark Thomas & Company, Inc., a California Corporation, whose address of record is 2290 North First Street, Suite 304, San Jose, California 95131, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to design intersection improvements at Highway 59 and 16th Street; and

WHEREAS, Consultant represents that it possesses the professional skills to provide engineering 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 engineering 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 City Engineer or his 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. **RESERVED.**

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 "B" 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 "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Thirty-One Thousand Eight Hundred Fifteen Dollars (\$31,815).

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. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to 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, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. 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. 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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.

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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:  
STEVE CARRIGAN, CITY CLERK

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

APPROVED AS TO FORM:

BY: Kelley Fincher      4/6/17  
City Attorney                      Date

ACCOUNT DATA:

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

CONSULTANT  
MARK THOMAS & COMPANY, INC.,  
A California Corporation

BY:   
(Signature)

Robert A. Himes  
(Typed Name)

Its: President  
(Title)

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

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 94-1451490

ADDRESS: 7571 N. Remington Ave.,  
Suite 102  
Fresno, CA 93711

TELEPHONE: (559) 447-1938  
FAX: (559) 447-8586  
E-MAIL: [enoriega@markthomas.com](mailto:enoriega@markthomas.com)

## PHASE 1 – PROJECT DEFINITION

### 1.0 Project Management

#### 1.1 Project Development Team (PDT) Meetings/Management

MTCO, with input from the City and Caltrans, will establish PDT meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. MTCO will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. MTCO will facilitate meetings as applicable and prepare meeting minutes with action items. MTCO will prepare and maintain a project CPM schedule for City review. The schedule will be updated regularly, with critical path activities clearly shown for team review purposes. Finally, monthly progress reports will be provided to the City. MTCO assumes that five (5) in-person meetings and two (2) conference calls will be required for this phase of the project.

Meetings scoped for this phase:

- Kick-off meeting
- Caltrans IGR meeting (up to 2 meetings)
- UPRR/CPUC GO-88B Field Diagnostic Meeting (1 meeting)
- UPRR/CPUC Section 130 Field Diagnostic Meeting (1 meeting)
- Conference Calls (up to 2 meetings)

#### 1.2 Client/Subconsultant/Agency Coordination

MTCO will perform ongoing general project coordination with the City, subconsultants and Caltrans including maintaining project files, holding focused design coordination meetings (two conference call meetings assumed), and preparing memo's, letters, e-mail, and phone calls necessary to manage the project.

#### 1.3 Railroad Coordination

MTCO will be responsible for leading railroad coordination, including initial meetings with UPRR and CPUC, and development of design criteria. Coordination activities shall include the following items:

- UPRR Letter for Preliminary Engineering Services
- CPUC General Order 88-B (GO 88-B)
- Section 130 Funding Application
- Railroad Pre-Emption Calculations

#### 1.4 Funding Sheets Update Assistance

MTCO will assist the City in updating funding sheets. MTCO will provide updated project information that allows the City to performed administrative edits to the Transportation Improvement Program.

#### *Deliverables:*

- *Agenda and minutes for each PDT meeting*
- *Project schedule & updates*
- *Monthly progress summary*
- *CPUC GO-88B*
- *Section 130 Funding Application*

### 2.0 Preliminary Engineering

#### 2.1 Geometric Approval Drawings (30% Design)

The 30% roadway design submittal will show the initial design concept and how major components of the project will be addressed to facilitate the City, Caltrans, UPRR, and CPUC approval of the roadway geometrics.

Identification of project impacts, (i.e. right-of-way requirements including temporary easements for construction and utility relocations) are key objectives of the 30% PS&E.

The 30% Roadway Plan will be a stripmap at a scale of 1=100' scale, will show roadway alignment, lane and shoulder widths, cut/fill lines, Right of Way requirements, intersection details, etc. Profiles for roadway will be prepared. It will also include a signing layout.

This submittal is used to show the project area in enough detail for the City, Caltrans, UPRR, and CPUC to give the authorization for CONSULTANT to begin the construction drawings and Right of Way acquisition documents.

## **2.2 Traffic Signal Timing**

This task will be led by JLB. JLB will be responsible for calculating signal timing recommendations. Data will be verified or collected at the study intersection as part of this task. Draft and final technical memorandums discussing proposed cycle lengths, and optimized timing plans. The Draft Signal Timing Recommendations report will include recommendations on pedestrian walk and clearance intervals, yellow time, all red time, minimum/maximum green times and extensions. JLB will revise the draft report based on City and Caltrans comments.

## **2.3 Estimate**

MTCO will prepare preliminary construction cost estimates for one (1) alternative of the intersection improvements. The estimate for the project will be prepared using the most recent and relevant Caltrans Cost Data, and CONSULTANTs cost data. At this level, decisions on critical design elements should be approved and the project should be defined.

The construction costs will be presented in a standard Caltrans 6-page cost estimate form.

# **PHASE 2 – FINAL DESIGN**

## **1.0 Project Management**

### **1.1 Project Development Team (PDT) Meetings/Management**

MTCO will continue to lead the PDT in managing the project during final design. For this phase of the project MTCO anticipates two (2) in-person meetings with Caltrans and up to four (4) conference call meetings with the City, Caltrans, UPRR, and CPUC. MTCO will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. MTCO will facilitate meetings as applicable and prepare meeting minutes with action items. MTCO will prepare and maintain a project CPM schedule for City review. The schedule will be updated regularly, with critical path activities clearly shown for team review purposes. Finally, monthly progress reports will be provided to the City.

Meetings scoped for this phase:

- Caltrans Permit Office meeting (up to 2 meetings)
- Conference Calls (up to 4 meeting)

### **1.2 Client/Subconsultant/Agency Coordination**

MTCO will perform ongoing general project coordination with the City, subconsultants and Caltrans including maintaining project files, holding focused design coordination meetings (two meetings assumed), and preparing memo's, letters, e-mail, and phone calls necessary to manage the project.

### **1.3 Caltrans R/W Certification and Encroachment Permit**

MTCO will coordinate project requirements with Caltrans to obtain a project encroachment permit. Conditions of the permit will be discussed with the City prior to inclusion in the plan package. This task assumes 1 meeting with Caltrans will be required to obtain the encroachment permit. Comments from Caltrans will be solicited at the 65% design level and will be incorporated into the 90% plans.

MTCO will prepare the paperwork Caltrans will require to approve the R/W certification document. In general, the following items must be in order:

- Right of Way must be acquired or "in control", and access control rights must be secured for Caltrans review and approval.
- A C&M agreement with Union Pacific Railroad (UPRR) must be executed. Approval from the California Public Utilities Commission (CPUC) of proposed improvements that affect railroad operations must also be obtained.
- Utility relocation is taken care of with an approved relocation plan, utility reimbursement agreement, utility-approved relocation schedule, and a statement by the utility absolving the City and Caltrans of any financial obligations. MTCO will prepare the Project Engineers statement for Utility Certification.
- Copy of CEQA and NEPA environmental document or exclusion.

### **1.4 Railroad Coordination**

MTCO will be responsible for leading railroad coordination, including initial meetings with UPRR and CPUC, and development of design criteria. Coordination activities shall include the following items:

- UPRR License Agreement and Easement
- UPRR Construction and Maintenance Agreement

#### ***Deliverables:***

- *Agenda and minutes for each PDT meeting*
- *Project schedule & updates*
- *Monthly progress summary*
- *UPRR Right of Entry (2 copies)*
- *UPRR License Agreement and Easement (2 copies)*
- *UPRR Construction and Maintenance Agreement (2 copies)*
- *Caltrans Right of Way Certification*

### **2.0 Surveys and Base Mapping**

These tasks will be completed under the direct supervision of a California Licensed Land Surveyor and will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business, and Professions Code, and the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code. The accuracy of all surveys shall meet U.S. National Mapping Standards.

### **2.1 Data Gathering / Record Research**

MTCO will collect publicly available records and mapping including records of survey, subdivision maps, parcel maps, corner records, and as-built plans. MTCO will also review previously completed topographic and boundary survey data provided by the City and identify areas for which supplemental topography data is needed.

## 2.2 Obtain Survey Encroachment Permits

MTCO will coordinate with the City, Caltrans, Union Pacific Railroad, or any other applicable agency to obtain appropriate encroachment permits prior to any field work.

## 2.3 Supplemental Topographic Surveys / Base Mapping

This task will be led by ESP. ESP will perform a field topographic survey to supplement the existing mapping provided by the City. The field survey will locate additional topographic features within the project limits that may affect design. These features may include edge of pavement, curbs, traffic stripes, railroad features, trees (6" dbh and larger), utility poles, fences, signs, driveways, ditches, culverts, manholes, storm drain inlets, visible evidence of underground utilities (including valves, paint marks, pin flags, trench patches), and overhead wires. Data collected from the supplemental topographic survey will be incorporated with the City provided topographic survey data. A digital terrain model and topographic mapping at a scale of 1" = 40' with one-foot contour interval will be prepared for the project.

## 3.0 Preliminary Engineering

### 3.1 Geotechnical Design Report

This task will be led by CAInc. CAInc will be responsible for the following items:

#### 3.1.1 Coordination, Preliminary Review

CAInc will meet with the design team to review preliminary and/or final design plans, and discuss the project design needs, issues and schedules. CAInc will visit the site to determine accessibility and traffic control requirements. Traffic control will likely consist of shoulder closures without flagmen. CAInc will obtain a Caltrans Encroachment Permit.

#### 3.1.2 Subsurface Sampling

To collect samples of the subgrade soil for R-value and other soil tests we will hand auger to depths ranging from three to five feet below existing grade within the proposed widening areas at about 3 to 4 locations.

#### 3.1.3 Laboratory Testing

CAInc will perform laboratory tests (R-value, Plasticity Index, and Grain Size) for pavement design on representative soil samples obtained.

#### 3.1.4 Pavement Design Report

Following completion of laboratory testing and analysis, CAInc will prepare a Pavement Design Report. This report will include new pavement section recommendations including deep lift HMA and traditional HMA and AB sections. Laboratory testing results, grading recommendations, and a vicinity map showing sampling locations will also be included in the report.

#### *Deliverables:*

- *Draft and final traffic signal timing technical memorandums (3 copies each)*
- *Draft and Final Pavement Design Report (3 copies each)*

## 4.0 Utility Coordination

### 4.1 Utility Coordination/Relocation

MTCO will provide utility coordination services. Due to the federal funding associated with the project, utility coordination services will be conducted in general conformance with Caltrans' Local Assistance and Utility Relocation Manuals. The MTCO team will follow the Utility A-B-C process:

- **Utility "A" Letter** - A USA list is generated that shows all possible utility companies located within the project limits. A letter is sent to the respective utility company informing them about the project and asking them for as-built mapping and liability claims within the project area.
- **Utility Kickoff Meeting** - Once the 65% design is complete, a utility kickoff meeting is held with the utility companies to discuss project impacts. At the meeting, a preferred approach is recommended to the utility companies and a consensus is reached regarding various items including clear recover zone requirements, overhang easements, and vertical clearance requirements over underground utilities.

- **Utility "B" Letter** - Letter is issued to the utility companies with 65% plans that show utility impacts. The utility companies are instructed to begin relocation plans at this time. Frequent follow ups with utility companies are required from this point forward.
- **Utility "C" Letter (Notice to Owner)** - Once utility relocation plans are received and approved from the utility companies, the notice to owner letter authorizes the company to relocate their utilities. Right of way acquisition must be cleared for this letter to be issued. As part of conducting utility mapping, MTCO will determine horizontal location of existing utilities and prepare a list of those utilities which have a potential for physical conflicts with proposed improvements. Although not included in this scope of work, MTCO can obtain a potholing company to perform non-intrusive vacuum excavation at critical locations to determine the positive location of conflicting utilities.

**Deliverables:**

- *Utility A, B and C Plan letters for City Signature (2 copies)*

**5.0 PS&E Design**

MTCO will complete the design tasks for final plans, specifications and estimates for the project. Plans will be prepared to City or Caltrans format and will be submitted at the 65%, 90% and final stages of design. Following each design submittal, City comments will be reviewed and addressed.

**5.1 65% Roadway Plans**

MTCO will prepare draft engineering plans for the intersection. The plans will include typical sections, layouts, profiles, construction details, drainage plans, traffic control plans, signing and striping plans, and traffic signal plans. It is anticipated that the following plan sheets will be prepared:

Roadway Plans	Estimated Number of Sheets
Title Sheet	1
General Notes	1
Typical Sections	1
Project Control	1
Layout	1
Construction Details	4
Utility Plan	1
Traffic Handling	4
Signing and Striping	1
<b>Total Estimated Roadway Plan Sheets</b>	<b>15</b>

**5.2 65% Electrical Plans**

JLB will coordinate with MTCO and City staff, as necessary, to review intersection concept drawings and develop electrical plans. Plans will be developed for compliance with current CA MUTCD and Caltrans Plans. Electrical plans will show proposed traffic signals, proposed interconnect, and safety lighting. Location of proposed equipment will be coordinated with the City and Caltrans. The conduit runs to the advance loop detection points will be designed to provide the capability for future signal interconnect cable.

**5.3 90% Roadway Plans**

This submittal will represent a complete, biddable plan package. Major design features will have been reviewed; however, because of the review comments received for the 65% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur.

**5.4 90% Electrical Plans**

JLB will coordinate with MTCO and City staff, as necessary, for review of the 65% estimate submittals. JLB will incorporate changes in the design between the 65% level and the 90% level designs.

### **5.5 Final Plans**

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage.

### **5.6 Special Provisions**

MTCO and JLB will develop project special provisions using Caltrans Standard Special Provisions (2015 version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 90%, and final submittals.

### **5.7 Engineer's Estimate**

To verify programmed funding matches the anticipated construction costs, MTCO and JLB will prepare preliminary construction cost estimates and submit them at the 95% and final submittals. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans data base information and Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

### **5.8 RE Pending File**

MTCO will prepare the RE Pending File for the project. File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments, utility agreements, permits, right of way contracts, and copies of relevant reports.

#### ***Deliverables:***

- *Plans (65%, and 90%) – 3 copies – 11"x17"; 1 electronic copy*
- *Final Plans – 1 copy – full size Mylar full size bond*
- *Special Provisions ( 90% and Final) – 3 copies; 1 electronic copy*
- *Estimate (90% and Final) – 3 copies; 1 electronic copy*
- *RE Pending File*
- *CAD files in AutoCAD Civil 3D (2015)*

## **6.0 Bidding & Construction Assistance**

### **6.1 Bid Support**

MTCO and subconsultants will provide assistance, as required, to the City during bidding of the project. The work may include answering bid inquiries of prospective bidders and preparing addenda to the PS&E during the advertisement period.

### **6.2 Construction Support**

MTCO and subconsultants will provide assistance, as required, to the City during construction of the project. The work may include responding to Request for Information (RFI) by the contractor, providing consultation and interpreting the construction documents, preparing contract change orders, reviewing shop drawings and attending construction meetings.

### **6.3 As-built Plan Preparation**

MTCO will complete the as-built drawings after receiving red-lined mark-ups from the contract manager after completion of construction.

#### ***Deliverables:***

- *1 copy full size Mylar As-built plans*

## 7.0 Utility Potholing

### 7.1 Utility Potholing

To satisfy Caltrans' Policy on High and Low Risk Underground facilities with Highway Right of Way, all high risk utilities underneath proposed widening will need to be positively identified through potholing ahead of project construction. MTCO will retain a potholing company to positively identify the depths, material type, and size of known critical utilities. For budgeting purposes, a total of five potholes have been assumed at \$1000 a piece.

## 8.0 Pavement Rehabilitation Recommendations

### 8.1 Pavement Rehabilitation Recommendations

During the site visit, areas of pavement rutting, alligator cracking, block cracking, and overall pavement deterioration were observed. If the City desires to improve these areas of pavement distress, CAInc can provide optional pavement rehabilitation recommendations as part of this optional task.

This task will be led by CAInc. CAInc will be responsible for the following items:

#### 8.1.1 Coordination, Preliminary Review

CAInc will meet with the design team to review preliminary and/or final design plans, and discuss the project design needs, issues and schedules. CAInc will visit the site to determine accessibility and traffic control requirements. Traffic control will likely consist of temporary lane closure with flagmen. We will obtain a Caltrans and City of Merced encroachment permit.

#### 8.1.2 Pavement Coring

To measure the existing pavement structural section (AC and AB), CAInc will perform six (6) pavement cores to determine existing pavement section conditions along each approach. The engineer/geologist will direct the coring and sampling.

To collect samples of the subgrade soil for R-value and other soil tests we will hand auger to depths ranging from three to five feet below existing grade within the proposed widening areas and coring locations.

#### 8.1.3 Laboratory Testing

CAInc will perform laboratory tests (R-value, Plasticity Index, and Grain Size) for pavement design on representative soil samples obtained. CAInc will complete laboratory testing to determine percent cement/lime and optimum moisture to obtain the required unconfined compressive strength result. Samples of the AC, AB, and subgrade in conjunction with admixtures will be mixed, compacted, cured and strength tested. We will perform one mix design for this intersection project.

#### 8.1.4 Pavement Design Report

Following the results of our pavement coring and R-value testing, CAInc will analyze and present several pavement options to meet the city's needs. Typical options for the existing conditions are mill and overlay or full depth recycling.

#### 8.1.5 Pavement Design Report

Following completion of laboratory testing and analysis, CAInc will prepare a Pavement Design Report with pavement rehabilitation recommendations. This report will include new pavement section recommendations including deep lift HMA and traditional HMA and AB sections and overlay recommendations based on existing section and assumed gravel factors. Laboratory testing results, grading recommendations, and a vicinity map showing core locations will also be included in the report.

## 9.0 Advance Flashing Beacon (AFB) Plans

### 9.1 Advance Flashing Beacon Plans

As the intersection of SR 59 at 16th Street contains the connection between southbound State Route 99 and State Route 59, it may be desirable to implement as part of the traffic signal design the inclusion of an advance yellow flashing beacon for the SR 99 Southbound Connector to SR 59 as an auxiliary measure to improve the

safety of the intersection to be signalized. Therefore, JLB proposes to include the design of a yellow advance flashing beacon (AFB) as an optional service for the City's consideration. If the AFB is included into the final scope of work, JLB would propose that we utilize slip base plate(s) as the AFB's will very likely be located within the clear recovery zones of the roadways.

JLB will take the lead on this optional task. AFB plans will be submitted as part of the plan package for the 65%, 90% and final submittals. Comments made from the City and Caltrans will be incorporated into the 90% and final submittals. Specifications and engineers estimate will also reflect this addition.

## **ASSUMPTIONS**

This scope of work has been prepared using the following assumptions:

- This project will be advertised, awarded, and administered by the City and the City will coordinate reproductions of the bid package.
- Supplemental topography required for this project will be limited in scope, and will require no more than 8-hours of a two-man survey crew to complete.
- All fees associated with City permits or other documents will be waived.
- All drainage inlets and storm drain pipes will not require adjustment
- Traffic signal interconnect is included between the proposed traffic signal and the railroad controller.
- Traffic studies are not included in the scope of work.
- ISO illumination studies are not included in the scope of work.
- Preparation of traffic signal warrants are not included in the scope of work.

**COST PROPOSAL FOR PROJECT SCOPE: City of Merced - Intersection Improvement Project #CML-5085 (040)**

PHASE 1 - PROJECT DEFINITION	MTCO HOURS						MTCO SUBTOTAL	SUBCONSULTANT FEES				TOTAL FEE		
	Engineering Manager III	Engineer IV	Engineer II	Engineer I	Engineer Technician/Inspector I	Project Coordinator I			Crawford and Associates	JLB Traffic Engineering	ESP Surveying		SUBCONSULTANT SUBTOTAL	
<b>1.0 Project Management</b>														
1.1 Project Development Team (PDT) Meetings/Management	10	15					25	\$2,520	\$1,980			\$4,500	\$600	\$5,100
1.2 Client/Subconsultant/Agency Coordination	1	2	2			2	7	\$262	\$264	\$212	\$160	\$688	\$400	\$1,288
1.3 Railroad Coordination	4	20	24				48	\$1,008	\$2,640	\$2,544		\$6,192		\$6,192
1.4 Funding Sheets Update Assistance				8			8		\$1,056			\$1,056		\$1,056
<b>Subtotal Task 1</b>	<b>15</b>	<b>45</b>	<b>26</b>			<b>2</b>	<b>88</b>	<b>\$3,780</b>	<b>\$5,940</b>	<b>\$2,756</b>	<b>\$160</b>	<b>\$12,636</b>	<b>\$1,000</b>	<b>\$13,636</b>
<b>2.0 Preliminary Engineering</b>														
2.1 Geometric Approval Drawings (30% Design)	2	40	40				82	\$504	\$5,280	\$4,240		\$10,024		\$10,024
2.2 Traffic Signal Timing				8			8		\$528	\$2,120	\$800	\$3,448		\$3,448
2.3 Estimate	2	44	60	8			114	\$504	\$5,808	\$6,360	\$800	\$13,472	\$3,102	\$16,574
<b>Subtotal Task 2</b>	<b>2</b>	<b>44</b>	<b>60</b>	<b>8</b>			<b>114</b>	<b>\$504</b>	<b>\$5,808</b>	<b>\$6,360</b>	<b>\$800</b>	<b>\$13,472</b>	<b>\$3,102</b>	<b>\$16,574</b>
<b>REIMBURSABLES</b>														
<b>PHASE 1 TOTAL</b>	<b>17</b>	<b>89</b>	<b>86</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>202</b>	<b>\$4,284</b>	<b>\$11,748</b>	<b>\$9,116</b>	<b>\$160</b>	<b>\$26,108</b>	<b>\$4,402</b>	<b>\$31,815</b>

PHASE 2 - FINAL DESIGN	MTCO HOURS						MTCO SUBTOTAL	SUBCONSULTANT FEES				TOTAL FEE		
	Engineering Manager III	Engineer IV	Engineer II	Engineer I	Engineer Technician/Inspector I	Project Coordinator I			Crawford and Associates	JLB Traffic Engineering	ESP Surveying		SUBCONSULTANT SUBTOTAL	
<b>1.0 Project Management</b>														
1.1 Project Development Team (PDT) Meetings/Management	4	10	10				24	\$1,008	\$1,320	\$1,060		\$3,388	\$1,122	\$4,510
1.2 Client/Subconsultant/Agency Coordination	4	8	8			10	30	\$1,008	\$1,056	\$848	\$800	\$3,712	\$633	\$4,345
1.3 Caltrans R/W Certification and Encroachment Permit	4	10	10	8			32	\$1,008	\$1,320	\$1,060	\$800	\$4,188		\$4,188
1.4 Railroad Coordination	4	8	8				20	\$1,008	\$1,056	\$848		\$2,912	\$2,475	\$5,387
<b>Subtotal Task 1</b>	<b>16</b>	<b>36</b>	<b>36</b>	<b>8</b>	<b>10</b>	<b>10</b>	<b>106</b>	<b>\$4,032</b>	<b>\$4,752</b>	<b>\$3,816</b>	<b>\$800</b>	<b>\$14,200</b>	<b>\$4,230</b>	<b>\$18,430</b>
<b>2.0 Surveys and Base Mapping</b>														
2.1 Data Gathering/Record Research							4		\$528			\$528	\$500	\$1,028
2.2 Obtain Survey Encroachment Permits							8					\$800	\$1,000	\$1,800
2.3 Supplemental Topographic Surveys/ Base Mapping							12		\$528			\$800	\$2,470	\$3,270
<b>Subtotal Task 2</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>\$528</b>	<b>\$528</b>	<b>\$424</b>	<b>\$800</b>	<b>\$1,328</b>	<b>\$3,970</b>	<b>\$5,298</b>
<b>3.0 Preliminary Engineering</b>														
3.1 Geotechnical Design Report	2	4					6		\$264	\$424		\$688	\$6,325	\$7,013
<b>Subtotal Task 3</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>\$264</b>	<b>\$424</b>	<b>\$424</b>	<b>\$688</b>	<b>\$688</b>	<b>\$6,325</b>	<b>\$7,013</b>
<b>4.0 Utility Coordination</b>														
4.1 Utility Coordination/Relocation	4	20	40	20			84	\$528	\$2,120	\$4,000	\$1,700	\$8,348	\$987	\$9,345
<b>Subtotal Task 4</b>	<b>4</b>	<b>20</b>	<b>40</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>84</b>	<b>\$528</b>	<b>\$2,120</b>	<b>\$4,000</b>	<b>\$1,700</b>	<b>\$8,348</b>	<b>\$987</b>	<b>\$9,345</b>



# **CITY OF MERCED**



## **REQUEST FOR PROPOSAL**

**For**

**Intersection Improvements  
at State Route 59 and 16<sup>th</sup> Street  
#CML-5085(040)**

**Development Services Department  
Engineering Division  
678 West 18th St, 2<sup>nd</sup> Floor  
Merced, CA 95340**

**Proposals Due by 3:00 pm on December 19, 2016**

## **Project Overview**

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The City of Merced (“City”) is seeking professional engineering services to develop plans, technical specifications and estimate for Intersection Improvements at State Route 59 and 16th Street in Merced. The project proposes to install a new traffic signal, modification to the NB/SB SR-59; and the modification to the EB/WB of 16<sup>th</sup> Street, including shoulder, earthwork, and striping.

## **City Background**

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The City of Merced is a California municipal corporation in the county of Merced, located in the San Joaquin Valley approximately 130 miles southeast of San Francisco. The Golden State Highway (SR 99) runs through the south end of the City which is approximately 23.3 square miles. Its municipal neighbors include Atwater to the north and Chowchilla to the south. Incorporated in 1889, the City has rapidly expanded its’ retail growth, adding 750,000 square feet of retail space and has opened the 10<sup>th</sup> University California campus in September 2005.

## **Project Background**

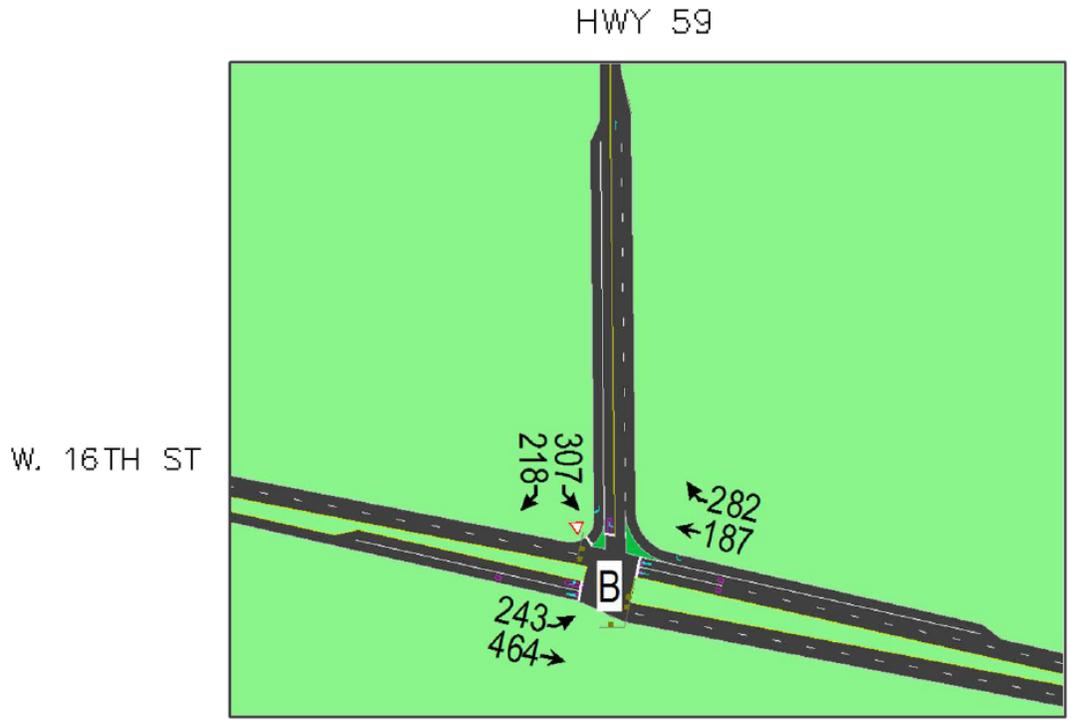
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The City received a CMAQ Grant for preliminary Engineering from the Merced County Association of Governments for the intersection improvements. Highway 59 and W. 16th Street is a 3-leg, stop and yield controlled intersection. The southbound approach consists of one through lane with a right-turn channelizer, the eastbound approach has one left turn lane and a through lane, and the westbound approach has one through lane and one through lane with a yield controlled slip lane. There is an existing Union Pacific Railroad spur that crosses the intersection on the west leg (W. 16th Street), with an “exempt” crossing sign.

The project proposes to install a traffic signal with the same lane configuration. In addition, the project proposes to extend the southbound to northbound SR 59 right turn lane and install decorative median channelization. Please refer to Concept #2 in Appendix B. However, crosswalks on appropriate legs, and class 2 bike lanes along SR 59 and 16<sup>th</sup> Street are not shown.

The City received a Categorical Exemption / Categorical Exclusion for the project from Caltrans on August 30, 2016.

Traffic analysis for this concept is as follows:



**Figure 11:** Signalized Concept 2 with Existing Volumes (AM)



**Figure 12:** Signalized Concept 2 with Existing Volumes (PM)

Table 4: Traffic Analysis Results – Existing Volumes with Signalized Concept 2								
Peak Hour		Highway 59 Eastbound		W. 16th Street Westbound		Highway 59 Southbound		
		Left	Thru	Thru	Right	Left	Right	
AM	Intersection LOS	B						
	Intersection Delay	15						
	Approach LOS	B		B		B		
	Movement Control Delay	22	10	17	0	14	0	
	Queue Length 95 <sup>th</sup> (ft)	153	154	53	50	207	44	
PM	Intersection LOS	C						
	Intersection Delay	20						
	Approach LOS	B		B		C		
	Movement Control Delay	33	9	19	0	27	0	
	Queue Length 95 <sup>th</sup> (ft)	238	187	117	62	288	50	

Table 6: Year 2035 Volumes						
Peak Hour	Highway 59 Southbound		W. 16th Street Westbound		Highway 59 Eastbound	
	Left	Right	Thru	Right	Left	Thru
AM	456	324	278	419	361	689
PM	574	421	654	649	470	789

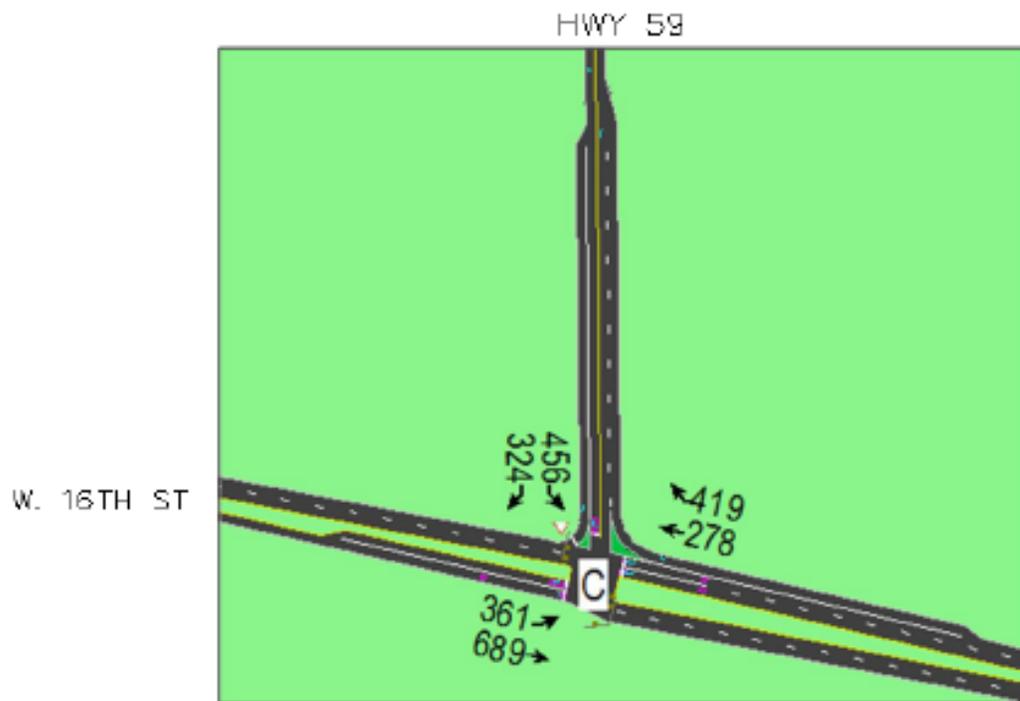


Figure 19: Year 2035 (AM) – Signalized Concept 2

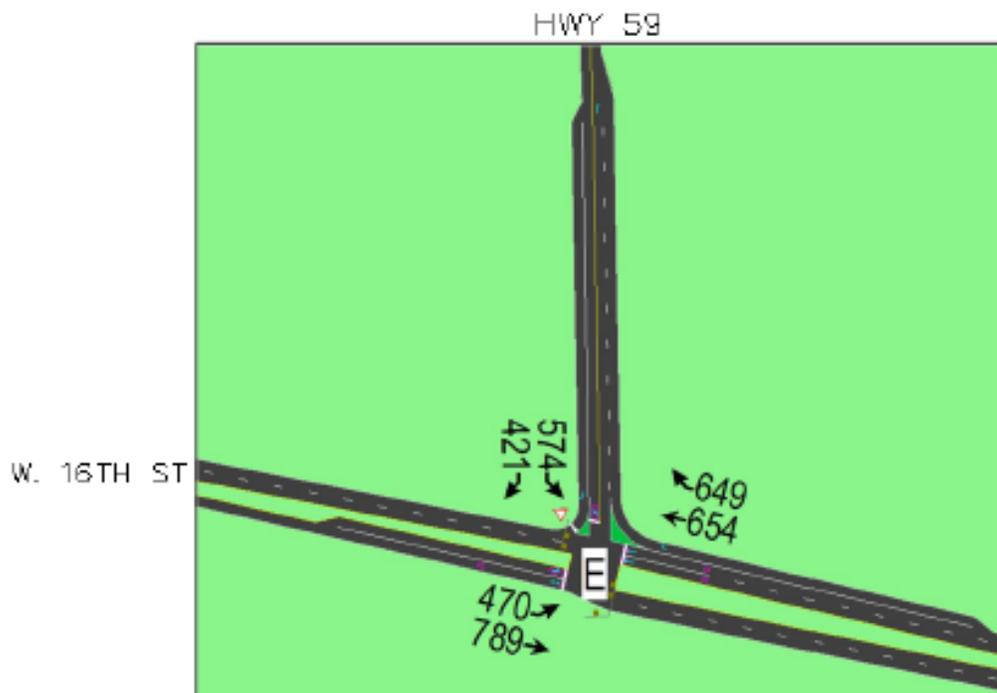


Table 9: Traffic Analysis Results – Signalized Concept 2 with Year 2035 Volumes								
Peak Hour		Highway 59 Eastbound		W. 16th Street Westbound		Highway 59 Southbound		
		LEFT	THRU	THRU	RIGHT	LEFT	RIGHT	
AM	Intersection LOS	C						
	Intersection Delay	25						
	Approach LOS	C		B		D		
	Movement Control Delay	36	13	19	0	41	0	
	Queue Length 95 <sup>th</sup> (ft)	284	288	75	60	357	52	
PM	Intersection LOS	E						
	Intersection Delay	71						
	Approach LOS	E		C		F		
	Movement Control Delay	119	15	25	0	26	0	
	Queue Length 95 <sup>th</sup> (ft)	392	452	189	211	471	59	

This request for proposal is for selection of a professional consultant to complete traffic signal and lighting design, and topographic surveys for the City of Merced, in conformance with the Caltrans Standards. Specific improvements include, but are not limited to, providing safe and accessible curb ramps, traffic signal and lighting poles, traffic detection, pedestrian push buttons, countdown style pedestrian heads, improved pedestrian and bike paths, and emergency / railroad preemption. Implementing these improvements may require relocating utilities, widening asphalt shoulders, and re-striping the roadway.

## **PART A - Scope of Work**

### **Project Management and Meetings**

The Consultant shall attend a kickoff meeting with City staff. The purpose of the meeting will be to finalize the scope of work and schedule, and to discuss any issues to be clarified prior to the start of work. The Consultant shall attend monthly design meetings with the various stakeholders. The Consultant shall prepare Agendas for the meetings, conduct the meetings and distribute minutes of the meetings.

### **Review/Collect Existing Conditions, Background Studies and Documentation**

In July 2015, the City of Merced performed a topographic and boundary survey on the subject site. The City will provide the consultant with an AutoCAD drawing (.dwg) showing all the survey control, a topographic map with 1-foot contours and right-of-way lines.

The Consultant may perform field reviews at the project location and secure or develop additional survey, utility, signing, striping, illumination, roadway, topographic, etc. conditions as well as obtain the existing plans as necessary to complete a topographic base map for the design. The Consultant shall work with the City, local utility companies and public agencies as needed to obtain any existing As-Built, or electronic base map plans.

## **Traffic Timing Plan**

The Consultant shall prepare traffic signal timing plan as necessary to accommodate the proposed improvements. The Consultant shall make recommendations regarding pedestrian walk and clearance intervals, yellow time, all red time, minimum/maximum green times or extensions to accommodate bicyclists and any other pertinent operations or coordination timing considering the surrounding area land uses and consistent with current standards.

## **Intersection Improvement Design**

Consultant shall develop 65%, 90% and Final PS&E as necessary to secure approval for installation of the proposed improvements. At a minimum, the design shall include the following:

- Title Sheet
- General Notes and Legend
- Pertinent Right of Way data
- Existing utility information
- Existing and proposed roadway civil infrastructure. (Median, curb, gutter, drainage, pedestrian ramps, etc.)
- Traffic signal conduit, pullbox, control cabinet, electrical service, pole locations, interconnect, etc. schedules and details
- Rail equipment / conduits
- Existing and proposed signing and striping
- Additional information as necessary to facilitate design review and construction.

## **Design Submittals**

Each design submittal shall consist of a minimum of three sets of 11" x 17" plans, technical specifications and estimates. The design shall also be submitted electronically to allow circulation to various stakeholders for obtaining feedback. Cost estimates, technical specification and proposed bid schedules will not be required for the 65% design, but will be required for each submittal thereafter.

Technical Specifications shall include number of recommended working days to complete, any traffic lane restrictions, specific order of work during construction, provisions for measurement/payment of all bid items and any other provisions that will support construction delivery of the project. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. Front end boiler plate documents will be completed by the City.

A pavement investigation shall be prepared by a Geotechnical Engineer to recommend subgrade preparation, pipe bedding, compaction requirements, slope stability, drainage, structural section, and other pertinent geotechnical consideration.

The final PS&E shall be submitted in an editable electronic format (AutoCAD, Word, Excel, etc.) as well as hard copies with engineering signatures.

These submittals will also require a Caltrans encroachment permit. The consultant shall propose at what stage is best to initiate this process and shall prepare the necessary documents for the permit.

These submittals will also require a railroad agreement and permit. The consultant shall propose at what stage is best to initiate this process and shall prepare the necessary documents for the agreement and permit.

### **Advertising and Award of the Project**

The Consultant shall prepare responses to questions from Contractors regarding the advertised plans and specifications, and shall prepare Addendums as needed.

### **Additive Alternate Tasks:**

#### **Alternative #1 - Construction Support**

The Consultant shall:

- Attend the Construction Kickoff meeting
- Review and approve the Material Submittals
- Respond to RFI's
- Attend up to two field meetings to respond to unforeseen conditions or answer Contractor, Caltrans, Utility, Railroad, Inspector, etc. questions.
- Provide or develop alternate design as/if needed to address the unforeseen condition.

## **PART B – Contract Terms and Insurance**

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### **SPECIAL FEDERAL REQUIREMENTS**

This project is being financed with Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds, #CML-5085(040). The CMAQ program was created under the Federal Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and reauthorized under the Transportation Equity Act for the 21st Century (TEA-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU), the Moving Ahead for Progress in the 21st Century Act (MAP-21) and most recently under the Fixing America's Surface Transportation (FAST) Act. CMAQ Funding requires all applicable federal requirements to be upheld.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

Consultants who wish to be considered shall meet the overall DBE goal of **9%** that has been established for this project.

Any contract awarded on the basis of this RFP will be subject to the contract terms included in this RFP and as negotiated between the City and selected consultant.

**Form of Contract:** Requirements as indicated in Appendix A. The successful proposer will be expected to execute as part of the negotiated contract. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

**Insurance & Indemnity:** Requirements as indicated in Appendix A. Insurance certificates are required to be submitted by the chosen Consultant prior to contract award, failure to provide these in a timely manner may result in a different proposal selection.

In addition, we require a statement indicating that you will be able to provide an insurance certificate naming the City of Merced as an additional insured per Attachment A; **and revising the cancellation clause.** The standard form used by insurance carriers will not be accepted unless the word “endeavor” is crossed out where the paragraph states, “The issuing company will (endeavor to) mail ...”; and a portion of the last paragraph shall be crossed out, which states, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

## **PART C – Other Requirements**

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### **Conflicts of Interest**

The Contractor/Vendor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code. The Political Reform Act requires City officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

If the proposer holds no City office, committee appointment or other relationship, the proposal should simply state that in response to this item.

### **Method of Compensation**

The consultant is to identify an hourly rate of compensation, cost by task, and a “not to exceed” figure for the project. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed upon hourly rates of compensation. The Consultant must also identify and reimbursable expenses and give a “not-to-exceed” total for reimbursables. Any necessary services outside the scope of the work must also be identified.

## **PART D - Proposed Timeline**

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November 21, 2016	RFP available on City of Merced website
December 7, 2016, 3 pm	Submission deadline for written questions
December 12, 2016	Responses to written questions available on City of Merced website
<b>December 19, 2016, 3 pm</b>	<b>Technical and Sealed Cost Proposals Due</b>
January 16, 2017	Recommendation to City Council

## **PART E - Submittal Process**

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1. Applicant questions: All questions regarding the RFP shall be submitted in writing no later than 3:00 p.m. per the attached schedule to Theron Roschen, at [roschent@cityofmerced.org](mailto:roschent@cityofmerced.org). Questions and responses will be posted within on the Merced City website per the attached schedule.
2. Submittal Deadline: Monday, December 19, 2016, at 3:00 p.m. Late submittals will not be accepted. Format and Delivery: Submit three (3) letter-sized copies with one (1) unbound copy of the technical proposal to:

Engineering Department  
City of Merced  
678 West 18<sup>th</sup> Street, Second Floor  
Merced, CA 95340

and e-mail a PDF copy to Theron Roschen at [roschent@cityofmerced.org](mailto:roschent@cityofmerced.org).

Submittals will not be returned. **One (1) copy of the cost proposal shall be submitted in a separate sealed envelope at the same time as submittal of the technical proposal.**

**Proposals submitted after the deadline will not be accepted for consideration.**

The City reserves the right to accept or reject any or all proposals, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the proposals.

The City is seeking to engage the most qualified person or firm. The City reserves the right to negotiate with other qualified persons or firms, or to solicit additional statements of qualifications at any point in the project should it fail to negotiate a reasonable fee with the initially selected person or firm.

All proposals shall remain firm for one hundred and twenty (120) calendar days after the proposal opening.

The City is not responsible to any proposer for the costs incurred in the preparation of the response to this RFP regardless of which Proposer is selected.

**QUESTIONS/CLARIFICATIONS: Contact City Engineer Theron Roschen at [roschent@cityofmerced.org](mailto:roschent@cityofmerced.org), or (209) 385-6846.**

## **PART F - Proposal Content**

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The proposal should include the following:

1. **FIRM OR PERSON INTRODUCTION:** including information such as form of organization, length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of the firm or person, areas of expertise and licensing. Include name, email address and phone number for the firm's contact person.
2. **APPROACH:** the person or firm's project management practices, methodologies and processes.
3. **PROJECT EXPERIENCE:** listing specific experience that is related to the type of service required by the Complete Streets Intersection Improvement project design. Project experience should list the type of work provided with the client contact information for each project. If Sub-Consultants are proposed, include information on joint work, if any, and their roles in those projects.
4. **WORK PLAN:** detailed work plans with estimated hours by task by job title for the project.
5. **KEY STAFF:** including the identification of the Principal-in-Charge and key staff. This section should identify the qualifications and related experience of key staff assigned to the project; and include their resume showing experience in pedestrian pathways, utility relocation, traffic signal design and traffic signal operational analysis. Include an organizational chart for this project.
6. **REFERENCES:** Provide client references, for all similar projects in the past five (5) years, that have working experience with the project team and companies proposed for assignment to this project. Furnish the name, title, address and telephone number of the person(s) at the client reference who is most knowledgeable about the work performed and can comment on the professional qualifications/expertise of the staff.
7. **LITIGATION:** a list of any current litigation to which the firm or person are parties by virtue of their professional service, in addition to a list of any such litigation from the past ten years.
8. **DISCLOSURE:** of any past, ongoing, or potential conflicts of interest that the firm or person may have as a result of performing the anticipated work.
9. **PROFESSIONAL FEES:** Include standard hourly fees and total charges by task. One (1) copy of the cost proposal shall be submitted in a separate sealed envelope at the same time as submittal of the technical proposal.

## **PART G - Selection Criteria**

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There will be no public opening of submitted proposals. The Technical proposals shall be evaluated by individuals within the City of Merced, who shall prepare their evaluation based on the criteria contained herein. The proposals will not be available for public review.

Selection will be based on the following evaluation criteria:

1. Project understanding, as demonstrated by work plan and approach. (15%)
2. Qualifications and experience of key personnel and other team members, including sub-consultants. (35%)
3. Recent experience in performing similar projects. (20%)
4. Recent past performance in quality and completeness of work and delivery on time and within budget. (20%)
5. Feedback from references given. (10%)

After reviewing proposals, the City may either directly enter into negotiations with the firm it finds best qualified or select a short list of firms to be interviewed by a selection panel. The City reserves the right to modify the scope of work during negotiations, subject to mutual approval. If the City is unable to negotiate a satisfactory agreement with its first choice it will enter into negotiations with the next choice. Final approval of the firm recommended by City staff, the fee and the contract must be reviewed and approved by the Merced City Council.

**References: Appendix A – Standard Professional Services Agreement  
Appendix B – Concept Layout**

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, 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 \_\_\_\_\_, a \_\_\_\_\_, whose address of record is \_\_\_\_\_ (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to \_\_\_\_\_; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ or his 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 "B" 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. **RESERVED.**

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 "C" 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 "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$\_\_\_\_\_.

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, 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 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. 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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:  
JOHN M. BRAMBLE, CITY CLERK

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date

ACCOUNT DATA:

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

CONSULTANT

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

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

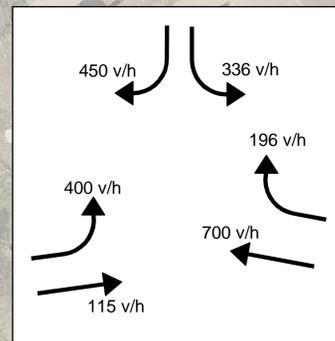
TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# CONCEPT #2

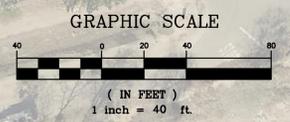
APPROXIMATE PM VOLUMES



HIGHWAY 59

HIGHWAY 59

W 16TH STREET



# CITY OF MERCED



**December 12, 2016**

## **ADDENDEUM NO. 1**

**to**

**REQUEST FOR PROPOSAL**

**For**

**Intersection Improvements  
at State Route 59 and 16<sup>th</sup> Street  
#CML-5085(040)**

**Development Services Department  
Engineering Division  
678 West 18th St, 2<sup>nd</sup> Floor  
Merced, CA 95340**

***TO ALL PROSPECTIVE BIDDERS:***

**Request for Information #1:**

As part of the Intersection Improvement Design it is indicated that “interconnect” be included. Can the City clarify if this is referring to 1) interconnect between the proposed traffic signal and the Railroad controller, 2) interconnect between the proposed traffic signal controller and another existing traffic signal (specify the signal location), 3) both one and two?

**Response #1:**

Interconnect shall be included between the proposed traffic signal and the Railroad controller. The conduit runs to the Advance Detections shall provide the capability for future Interconnect cabling.

**Request for Information #2:**

As part of Alternative #1 the City Desires that the scope of work include “alternative design as/if needed to address unforeseen condition”. Can the City provide additional guidance as to the level of effort that the City may be expecting for this task?

**Response #2:**

The City will rely on the expertise of the design consultant to examine the intersection for any and all possible design scenarios and conflicts. The City desires design consultants to propose remedies and solutions to unforeseen conditions that are not shown in the conceptual layout. Alternatives shall be outlined in proposals with optional fee sections.

**Please note:** The proposal due date has not changed. All proposals are due by 3:00 pm on December 19, 2016.

**END OF ADDENDUM**



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Theron Roschen, PE - Civil  
City Engineer



## ADMINISTRATIVE REPORT

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**Agenda Item J.8.**

Meeting Date: 5/1/2017

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**Report Prepared by:** Lamguene Kindavong, Recreation Coordinator, Parks and Recreation

**SUBJECT:** Distribution of Wahneta Hall Trust Funds

### REPORT IN BRIEF

Consider approving the allocation of the 2017 Wahneta Hall Trust Funds.

### RECOMMENDATION

**City Council** - Adopt a motion approving the recommendation by the Recreation and Parks Commission to allocate the 2017 Wahneta Hall Trust funds to the Kiwanis Club of Greater Merced; and authorizing the City Manager or Assistant City Manager to execute the necessary documents.

### ALTERNATIVES

1. Approve, as recommended by the Recreation and Parks Commission; or,
2. Approve, subject to other than recommended by the Recreation and Parks Commission; or,
3. Deny; or,
4. Refer to the Recreation and Parks Commission for reconsideration of specific items; or,
5. Continue to a future City Council meeting.

### AUTHORITY

Charter of the City of Merced, Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2016-17 Adopted Budget.

### DISCUSSION

The Wahneta Hall Trust fund was established in 1995. The trust provisions require that the City of Merced use a specific portion of the trust for an endowment fund with income being used to establish and maintain a mini-train system and/or band concert program in Applegate Park. This year there is \$1,200 available.

On February 9, 2017, the Parks and Recreation Department mailed letters of invitation to apply for the 2017 Wahneta Hall Trust funds to recipients from previous years, which included the Merced County Arts Council, the Kiwanis Club of Greater Merced, the Merced Symphony Association, the Hispanic Chamber of Commerce, the Merced College Concert Band, Merced Marching 100 and Golden Valley High School Band. The department also sent a news release to the local media notifying the public of the pending trust distribution.

This year, the sole applicant that submitted a proposal was the Kiwanis Club of Greater Merced. The Kiwanis Club of Greater Merced applied for the full \$1,200 to be used to operate and maintain the train at Kiddieland in Applegate Park.

At the March 27, 2017 Recreation and Parks Commission meeting, a representative from the Kiwanis Club of Greater Merced spoke on behalf of the Kiddieland train system and requested funds for the program to assist with operational costs of the popular park attraction. The Commission unanimously approved the distribution of the entire amount available of \$1,200 to the Kiwanis Club of Greater Merced because they met the provisions of the trust, submitted a complete application, and had a representative in attendance at the meeting.

### **IMPACT ON CITY RESOURCES**

Awarded funds will be paid out of account number 795-1903-592.29-00.

### **ATTACHMENTS**

1. News Release
2. Kiwanis Club Request

## **NEWS RELEASE**

City of Merced  
Parks and Community Services Department  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340

February 09, 2017

Contact person: Lindsey Johnson 385-6298

### **WAHNETTA HALL TRUST FUND APPLICATIONS DUE**

The Wahnetta Hall Trust Fund was established in 1995. The Trust provisions require that the City of Merced use a specific portion of the trust for an endowment fund with income being used to establish and maintain a mini-train system and/or a band concert program in Applegate Park.

The Merced City Council annually disburses these funds to organizations that meet eligibility criteria and can perform the services as described in the Trust. This year there is \$1,240 available for distribution. Past recipients have included the Kiwanis Club of Greater Merced for the mini-train operation, as well as the Merced County Regional Arts Council, Merced Symphony Association, and Merced Community Band for band concerts at the Merced Open Air Theater in Applegate Park.

The application deadline for 2017 funding is March 17, 2017. Non-profit organizations interested in applying for funding should submit their letters of request to Mike Conway, Director, Office of Recreation, 678 W. 18<sup>th</sup> Street, Merced, CA 95340. Please call 385-6298 for additional information on eligibility criteria and application requirements.

\* \* \* \* \*

KIWANIS CLUB OF GREATER MERCED

P. O. BOX 1450  
MERCED, CA 95340

March 17, 2017

City of Merced Recreation and  
Parks Commission  
678 W. 18th Street  
Merced, CA 95340

Re: Wahneta Hall Endowment Trust Fund

Dear Ms. Johnson:

We submit the following request and information with respect to the Wahneta Hall "Endowment Fund:

1. Amount Requested: Maximum of required distribution
2. Purpose of Request: To operate and maintain train in Applegate Park during 2017 season
3. Reasons Request Should be Considered Favorably: Operation of the train system in Applegate Park is operated as a community service to the children and parents of the City of Merced. The costs of operation exceed the revenues. Ticket costs are purposely low to serve all in the community. The train has been a popular feature of the park and has provided a memorable experience for the thousands of children and parents who have ridden it over the years.
4. Reasons Request Qualifies for Consideration: Under the terms of the Wahneta Hall Trust, the income from the endowment fund has to be used to establish and maintain a mini train system and/or establish and maintain a band concert program at Applegate Park. Failure to use the funds in accordance with the trust terms is cause for the trust gift to lapse. The Kiwanis Club of Greater Merced has operated and maintained the train system in Applegate Park for over 50 years.

Your kindest attention to this request is appreciated.

Very truly yours,  
KIWANIS CLUB OF GREATER MERCED

By:



David Kamins  
President



**Kiwanis Club of Greater Merced**  
**Balance Sheet**  
As of September 30, 2016

03/03/17

Accrual Basis

	Sep 30, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	82,243.59
Accounts Receivable	
Accounts Receivable	16.00
Total Accounts Receivable	16.00
<b>Other Current Assets</b>	
Due from KCGMF	425.00
Inv.-Race to the Train T-Shirts	982.00
Undeposited Funds	163.00
Total Other Current Assets	1,570.00
<b>Total Current Assets</b>	83,829.59
<b>Fixed Assets</b>	
Metal Building	241.50
Equipment and Machinery	133,574.63
Improvements	116,895.91
Less Accumulated Depreciation	-170,193.78
Total Fixed Assets	80,518.26
<b>TOTAL ASSETS</b>	164,347.85
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	1,055.00
Total Accounts Payable	1,055.00
<b>Other Current Liabilities</b>	
Kiddieland Gift Certificates	400.00
Preaid Lunches	-5.00
Scholarship Payable	1,000.00
Payroll Liabilities	-32.45
Due to/from M.H. Key Club	2,919.60
Due to/from G.V. Key Club	-138.00
Kiddieland Maintenance	500.00
Sales Tax Payable.	168.64
Total Other Current Liabilities	4,812.79
Total Current Liabilities	5,867.79
<b>Total Liabilities</b>	5,867.79
<b>Equity</b>	
Retained Earnings	156,286.49
Net Income	2,193.57
Total Equity	158,480.06
<b>TOTAL LIABILITIES &amp; EQUITY</b>	164,347.85

**Kiwanis Club of Greater Merced**  
**Profit & Loss**  
 October 2015 through September 2016

03/03/17

Accrual Basis

	Oct '15 - Sep 16
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fundraisers</b>	
Race to the Kiddieland Train	350.00
<b>Total Fundraisers</b>	350.00
<b>Project</b>	
Sponsorship	1,610.00
<b>Total Project</b>	1,610.00
<b>Club Income</b>	
Vacation Auction	40.00
Donation	583.01
Drawing	979.00
Fines	1,255.00
Installation Dinner	475.00
Interest Income - Club Accounts	0.79
Meals	1,749.00
Membership Dues	3,178.00
<b>Total Club Income</b>	8,259.80
<b>KiddieLand</b>	
VIP Passes	1,000.00
Fright Night	914.90
<b>Sponsorships/Grants</b>	
Wahnetta Hall Trust	1,240.00
Sponsorships/Grants - Other	250.00
<b>Total Sponsorships/Grants</b>	1,490.00
Party Income	5,587.00
Public Donations	1,658.26
<b>Ride Revenue</b>	
Special Events	3,500.00
Ticket Sales	22,673.50
Wrist Band Sales	6,249.00
<b>Total Ride Revenue</b>	32,422.50
Concessions	5,858.89
Interest Income - Kiddieland	90.48
<b>Total KiddieLand</b>	48,982.04
<b>Total Income</b>	59,201.84
<b>Expense</b>	
Kiwanis Inter. Foun Annual Gift	150.00
Monday Meeting Expense	10.00
Framing for Club Charter	355.30
Missing Receipts	83.21
<b>Club Expenses</b>	
Cash Over & Short	-20.00
<b>Club Socials</b>	
Governor's Visit	50.00
Christmas Party	72.41
Installation Night	1,330.33
DCM - Meeting Expense	12.99
<b>Total Club Socials</b>	1,465.73

**Kiwanis Club of Greater Merced**  
**Profit & Loss**  
 October 2015 through September 2016

	Oct '15 - Sep 16
<b>Contributions</b>	
Kiwanis Cal-Nev-Ha Founder's Da	150.00
Merced Cougars Youth Football	500.00
Livingston Key Club	300.00
Boys & Girls Club	350.00
Golden Valley Key Club	600.00
Kiwanis Family House	200.00
Merced High Key Club	600.00
Project Cherish	411.95
Scholarships	4,750.00
<b>Total Contributions</b>	<b>7,861.95</b>
<b>Convention - District</b>	
Dues	150.00
District Dues	1,329.00
International Dues, Magazine	2,308.00
<b>Total Dues</b>	<b>3,637.00</b>
<b>Fundraising Costs</b>	
Race to the Kiddieland Train	
Flag/Banner	6.53
<b>Total Race to the Kiddieland Train</b>	<b>6.53</b>
<b>Total Fundraising Costs</b>	<b>6.53</b>
Gifts and Flowers	5.40
Lt. Governor - Member Support	540.00
Meals - Guests	120.36
Meals - Members	1,645.92
Meals - Guarantee	375.84
Pins	134.45
Post Office Box Rental	130.00
Raffle Winnings	864.50
Supplies	
Office	17.14
<b>Total Supplies</b>	<b>17.14</b>
Taxes - Non Profit Fee	45.00
<b>Total Club Expenses</b>	<b>16,979.82</b>
<b>Kiddieland Expenses</b>	
Special Events	
Carnival	211.05
Fright Night	137.45
<b>Total Special Events</b>	<b>348.50</b>
<b>Cost of Sales</b>	
Ice Cream	83.88
Other Concession Exp	319.36
Pepsi Cola	852.62
Slushie Supplies	848.04
Tickets	765.62
Cost of Sales - Other	1,290.04
<b>Total Cost of Sales</b>	<b>4,159.56</b>
<b>Advertising/Marketing</b>	
Signage - Sponsors	249.86
Advertising/Marketing - Other	2,000.00
<b>Total Advertising/Marketing</b>	<b>2,249.86</b>

**Kiwanis Club of Greater Merced**  
**Profit & Loss**  
 October 2015 through September 2016

	Oct '15 - Sep 16
Bank Charges - Kiddieland	20.00
Cash Over & Short	89.81
Club Website	330.00
Diesel and Gas	36.12
Easter Egg Hunt Expenses	783.69
Equipment	
Canopy for Picnic Tables	427.60
<b>Total Equipment</b>	<b>427.60</b>
Inspections and Permits	3,763.50
Insurance - Kiddieland	
Liability Insurance	3,110.12
Workers Comp Insurance	2,877.45
<b>Total Insurance - Kiddieland</b>	<b>5,987.57</b>
Office Supplies - Kiddieland	57.07
Wages	
Train Operation	5,557.50
<b>Total Wages</b>	<b>5,557.50</b>
Payroll Taxes	745.55
Repairs and Maintenance	
Bleacher/Canopies	250.00
Rides	
Car Ride	17.82
Go-Gater	328.72
Helicopter Ride	2,060.00
Rocket Ride	1,177.88
Train	813.62
Rides - Other	80.00
<b>Total Rides</b>	<b>4,478.04</b>
Grounds & Facilities	
Snack Shack	120.00
Gardening	2,880.00
Fire Extinguisher	65.00
Tree Removal	1,459.00
Facility Lights	685.26
<b>Total Grounds &amp; Facilities</b>	<b>5,209.26</b>
<b>Total Repairs and Maintenance</b>	<b>9,937.30</b>
Security Alarm System	426.00
Supplies	971.32
Telephone	618.61
Volunteer Expenses	132.38
<b>Total Kiddieland Expenses</b>	<b>36,641.94</b>
<b>Total Expense</b>	<b>54,220.27</b>
<b>Net Ordinary Income</b>	<b>4,981.57</b>
Other Income/Expense	
Other Expense	
Capital Purchases	
Ice Maker	2,788.00
<b>Total Capital Purchases</b>	<b>2,788.00</b>
<b>Total Other Expense</b>	<b>2,788.00</b>
<b>Net Other Income</b>	<b>-2,788.00</b>
<b>Net Income</b>	<b>2,193.57</b>



**ADMINISTRATIVE REPORT**

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**Agenda Item J.9.**

Meeting Date: 5/1/2017

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*Report Prepared by: Kim Espinosa, Planning Manager, Development Services Department*

**SUBJECT: Second Amendment to Professional Services Agreement with CSG Consultants, Inc. for Building Services**

**REPORT IN BRIEF**

The City Council will consider approving a second amendment to the Professional Services Agreement with CSG Consultants, Inc. for building services.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Approving the 2nd Amendment to the Agreement for Professional Services with CSG Consultants, Inc., to provide as needed building services in the amount not to exceed an additional \$45,000; and,
- B. Authorizing the Interim Finance Officer to make the necessary budget adjustments; and,
- C. Authorizing the City Manager or Assistant City Manager to execute the above agreements.

**ALTERNATIVES**

- 1. Approve, as recommended by staff; or,
- 2. Approve, as modified by City Council; or,
- 3. Deny; or,
- 4. Refer to staff for reconsideration of specific items (to be addressed in Council motion); or,
- 5. Continue the item to a future City Council meeting (date and time to be specified in motion).

**AUTHORITY**

Charter of the City of Merced, Section 200.

**CITY COUNCIL PRIORITIES**

Not Applicable

**DISCUSSION**

The Inspection Services Division has experienced a significant increase in the number of permits in the first nine months of the fiscal year and has exceeded the revenue estimates for the entire fiscal year. In February 2017, the original \$20,000 contract with CSG was amended in the amount of

\$25,000 in order to pay for the services of a temporary Development Services Technician as well as additional plan checking services to deal with the increased number of permits. However, with the promotion of a Plans Examiner to another position within the City, there has been an increased need to send out plan checks to outside firms. An additional \$45,000 will be needed for CSG Consultants, Inc. (for a total of \$90,000). A Contract amendment has been prepared and is included as Attachment 1.

### **IMPACT ON CITY RESOURCES**

These contracts will be funded by utilizing savings in salary and benefits for vacant positions in the Inspection Services Division of the Development Services Department.

### **ATTACHMENTS**

1. 2<sup>nd</sup> Amendment to Professional Services Agreement with CSG Consultants, Inc.

**SECOND AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and CSG Consultants, Inc., a California Corporation, whose address of record is 550 Pilgrim Drive, Foster City, California 94404 (“Consultant”).

WHEREAS, City is undertaking a project to provide building and planning services; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated August 22, 2014 and First Amendment to said Agreement dated February 6, 2017; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional compensation in connection with said project.

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

1. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION.  
City shall pay to Consultant the not to exceed additional sum of Forty-Five Thousand Dollars (\$45,000.00) for the continued work described in Exhibit A to the Agreement and in accordance with the rates set forth in Exhibit C to the Agreement.”

2. Except as herein amended, the Agreement dated August 22, 2014 and First Amendment dated February 6, 2017, shall remain in full force and effect.

///

///

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

APPROVED AS TO FORM:

BY: Kelly Turner 4/6/17  
City Attorney Date

ACCOUNT DATA:

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

CONSULTANT  
CSG CONSULTANTS, INC.,  
A California Corporation

BY:   
(Signature)

CYRUS KIANPOUR, PE, PLS  
(Typed Name)

Its: PRESIDENT  
(Title)

BY:   
(Signature)

NOURDIN KHAYATA, PE  
(Typed Name)

Its: SECRETARY  
(Title)

Taxpayer I.D. No. 91-2053749

ADDRESS: ~~1700 South Amphlett Blvd.~~ 550 PILGRIM DR.  
~~3<sup>rd</sup> Floor~~ FOSTER CITY, CA 94404  
~~San Mateo, CA 94402~~

TELEPHONE: (916) 492-2275

FAX: (916) 492-2276

E-MAIL: CRTCKETTB@CSGENGR.COM



**ADMINISTRATIVE REPORT**

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**Agenda Item J.10.**

Meeting Date: 5/1/2017

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**Report Prepared by:** *Francisco Mendoza-Gonzalez, Planner, Development Services Department*

**SUBJECT:** Street Closure #17-06, Submitted by Tsunami Collaboration, to Host a Weekly Downtown Street Faire.

**REPORT IN BRIEF**

Consider a request for the closure of City streets for a weekly Downtown Street Faire.

**RECOMMENDATION**

**City Council** - Adopt a motion approving the street closures of West Main Street (between M Street and K Street) and Canal Street (between West Main Street and Arbor Lane), as requested by Tsunami Collaboration to host the Merced Downtown Street Faire, every Thursday night from 5:00 p.m. to 10:00 p.m., between June 15, 2017, and August 31, 2017; subject to the 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 to a future Council meeting (date and time to be specified in the motion)

**AUTHORITY**

City of Merced Charter Section 200; California Vehicle Code (CVC) Sections 21100(a) and 21101(e), the latter as follows:

"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

### Event Details

Tsunami Collaboration is requesting approval for the closure of City streets to host a Downtown Street Faire every Thursday night from 5:00 p.m. to 10:00 p.m. (includes set-up and clean-up times, event time will be from 6:00 p.m. to 9:00 p.m.), between the dates of June 15, 2017, and August 31, 2017. This event will be organized and managed by Tsunami Collaboration (not City staff). Their main goals are to provide general entertainment for the community, bring exposure to Downtown goods and services, and to encourage more entrepreneurs to open businesses in Downtown. Event vendors will be required to comply with the applicant's Rules and Regulations (Attachment 4), which establish general provisions for this event. Volunteers from the Rescue Mission and local high school clubs will help vendors setup before the event and cleanup during/after the event.

### Requested Streets

The applicant requests the closure of the following streets on the days of the street faire, as shown on Attachment 1, subject to the details and conditions outlined in the "Conditions of Approval" section of this report.

- West Main Street, both travel lanes, from M Street to K Street
- Canal Street, both travel lanes, from West Main Street to Arbor Lane

As shown on the attached Site Plan (Attachment 2), the street faire will include a Kids Zone (for games/activities/and non-profit organizations), arts & craft vendors, food vendors (including food trucks), live music, and car shows. The streets will be blocked by reflective metal barricades. This year's street faire will not include a beer garden at Bob Hart Square. Private security will be provided by the applicant. The applicant is requesting additional refuse containers from the Refuse Department, but will not be needing City electricity.

### Conditions of Approval

1. By applying for the street closure request, 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 officers, 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 remove all structures, debris, and any other items generated from the event by 10:00 p.m. on each night of the event.

6. The applicant shall comply with all applicable statutes, ordinances, rules, regulations, etc., including all regulations of the City of Merced Fire Department.

7. The applicant shall provide adequate supervision and security throughout the area to ensure the safety of the participants and the public gathered, as required by the Merced Police Department.

8. The applicant shall be responsible for insuring that all vendors involved with the event obtain a City of Merced Business License by the Monday of the week of the event (by 4:00 p.m.).

9. The applicant shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where streets are closed. "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).

10. The applicant shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half-mile of the closure area at least seventy-two (72) hours prior to the first event and once a month during the duration of the event. Event Sponsor shall provide the City with confirmation that the proper notification was given (Attachment 5).

11. The applicant shall provide and maintain a minimum 22-foot-wide emergency vehicle access path to and through the interior of the closure area at all times. Fire hydrant access shall not be blocked at any time whatsoever.

12. 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.

13. All other provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.

14. Event sponsor shall contact the Merced County Health Department and comply with all requirements for this type of event prior to each day of the event.

15. All provisions of the Fire Code shall apply. This includes, but is not limited to, posting no-smoking signs in all tent areas as required, no parking within 20 feet of any tent, all requirements for cooking within a tent, and including temporary and portable electrical power supplies.

16. Due to the large amount of proposed vendors, City electricity cannot be provided for this event. Vendors shall be responsible for obtaining their own means of energy. Cables or chords used for transferring or producing energy shall be secured to the ground in a manner that is not hazardous for pedestrians.

17. The applicant shall provide all necessary information relating to the use of any tents to the Fire Department and shall obtain all necessary permits for the use of tents prior to the date of each event.

18. If portable restrooms are provided, the event sponsor shall provide access to disabled-accessible restrooms as required by the California Building Code.

19. Any bounce houses shall be selected from the City of Merced Parks and Recreation's list of pre-approved vendors. The applicant shall ensure that the bounce house is secured in a manner that prevents tipping from wind-loads or general impacts (internal and external).

20. The applicant shall arrange and pay for special event City refuse service. This can be done by contacting the City's Public Works Department at (209) 385-6800.

21. The noise from music or other activities shall be kept to a minimum so as not to disturb the nearby lofts. Music may be played no later than 9:00 p.m.

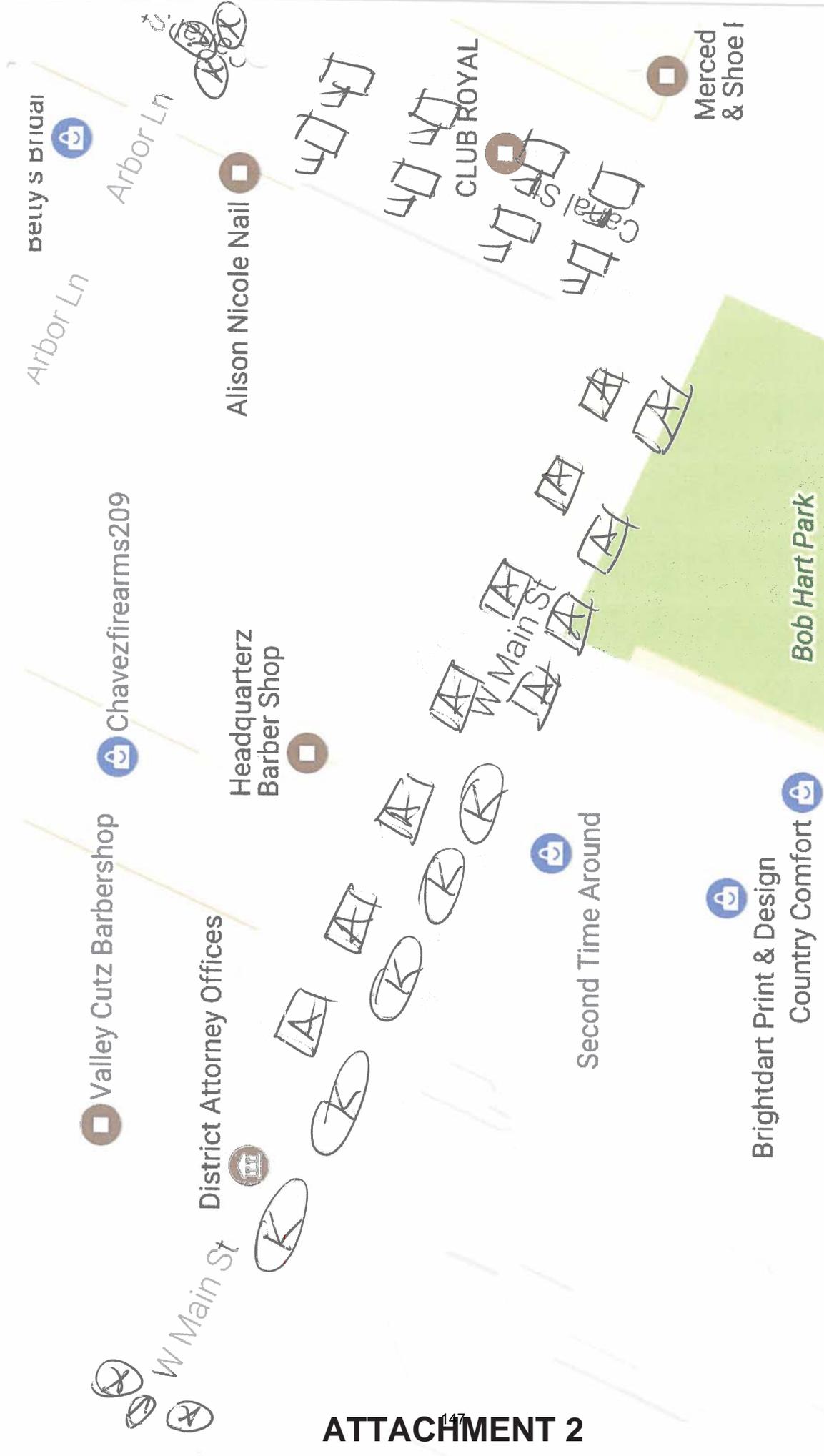
### **IMPACT ON CITY RESOURCES**

The applicant will need special event refuse services from Public Works, Refuse Division. The applicant will be responsible for paying for these services as stipulated in Condition #20. The event sponsor will provide their own power generators and will not need City electricity. There is no expected impact on City Police resources, as the applicant will provide private security for the street faire. No other impacts to City resources are expected.

### **ATTACHMENTS**

1. Attachment 1 - Location Map
2. Attachment 2 - Site Plan
3. Attachment 3 - Event Overview (From the Applicant)
4. Attachment 4 - Street Faire Rules and Regulations
5. Attachment 5 - Notification of Pending Street Closure



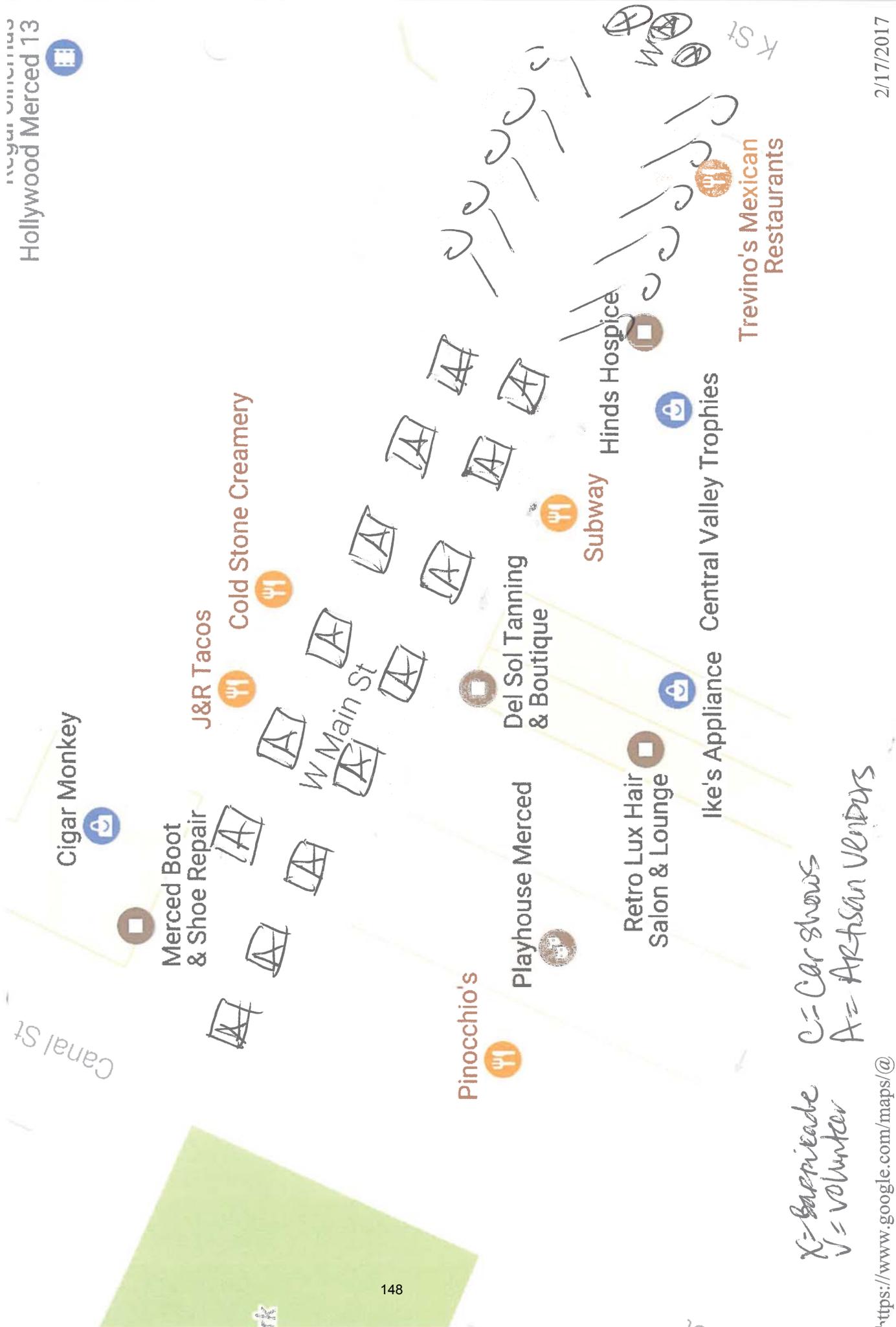


X = Beverage  
 V = Volunteer  
 F = Food Vendor or Produce Vendor  
 A = Artisan Vendors  
 K = Kids zone  
 ← Parka party

# ATTACHMENT 2



Hollywood Merced 13



X = Barniade  
 V = Volunteer  
 C = Car Shows  
 A = Artisan Vendors



## **“MERCED DOWNTOWN STREET FAIRE”**

### **VISION:**

Our Vision is to bring the Community together by having “Merced Downtown Street Faire” every Thursday. By having weekly events in Downtown, it will bring awareness to local business in the community as well as revenue into the Community. It is our goal to help Vendors in doing business in Merced and hopefully choose Downtown as a place to open their store.

### **HIGHLIGHTS:**

- Closure of Kst through Nst
- 40 Vendors Information Booths or Retail Vendors
- 15 Food Vendors
- Private Security
- Themed Events

### **STRATEGY / PLAN OF ACTION:**

**Marketing:** The most important aspect of our marketing strategy is interaction with our community businesses and leaders.

### **FEES FOR VENDORS:**

- Retail Vendors \$25
- Information Booths Nonprofits no charge
- Food Trucks \$100
- Food Vendors \$50
- Prime locations of the event will be charged and extra \$50 (In front of Bob Hart Square) for more details contact event organizer

### **TIMELINE:**

**March 10, 2017** - Deadline to submit Street Closure Application for approval by Merced City Council.

**April 7, 2017**– Submitting Community Food Event Organizer Application to Public Health Department

**June 15 – August 31, 2017** - Every Thursday evening from 6:00pm – 10:00pm

## **MERCED DOWNTOWN STREET FAIRE**

### **RULES AND REGULATIONS**

#### **A. ENFORCE RULES AND REGULATIONS**

Merced Community Development Corporation shall enforce the following Rules and Regulations uniformly, consistency, fairly and without bias or favor. Merced Community Development Corporation or designee shall have the authority to interpret Rules and Regulations to apply them in an equitable manner in order to obtain generally acceptable conduct and business practices that are in keeping with the applicable State and local laws regulations.

#### **B. ISSUE ADMINISTRATIVE DIRECTIVES TO CLARIFY AND IMPLEMENT THE RULES AND REGULATIONS**

Merced Community Development Corporation shall have the authority to issue serially numbered and dated directives that may be needed to clarify these Rules and Regulations to assure fair and equal applications, and to resolve any special situations or issue that may arise. Administrative Directives shall be maintained in an appropriate file for the use of Downtown Street Faire Vendors and/or customers.

#### **C. PROVIDE AN ATTRACTIVE AND PLEASANT BUSINESS CLIMATE**

Downtown Street Faire shall be maintained in a clean and orderly manner so that honest and ethical business persons will be attracted to Downtown Street Faire to offer quality goods and service at fair and reasonable prices. Merced Community Development Corporation however, assumes no responsibility of the actions or performances of Vendors, or for the quality of operation of goods offered for sale or which may be purchased.

#### **D. MAINTAIN ACCURATE VENDOR LIST**

Merced Community Development Corporation shall maintain a current list of Vendors that have paid rent for the current and/or future rental period. The list shall include name, address, phone number, primary goods offered, booths spaces rented, period for which rents and applicable licenses.

#### **E. PRIVATE SECURITY**

Private Security will be provided by Merced Community Development Corporation.

**2. GENERAL PROVISIONS:**

**A. "VENDOR" SHALL MEAN THE PERSONS NAME WHO RENTED THE BOOTH SPACE**

The Vendor is the person whose names entered in Downtown Street Faire records as the tenant of the space rented. All required licenses and permits must be provided at time of registration shall be promptly reported to Downtown Street Faire Coordinator. Vendors or the employee on record must be on the grounds of Merced Downtown Street Market on all days and times that the designed space(s) are occupied.

**B. THE VENDOR IS FULLY RESPONSIBLE FOR THE ACTS AND CONDUCT OF ALL EMPLOYEES OR ASSOCIATES INVOLVED IN THE VENDOR'S DOWNTOWN STREET FAIRE BUSINESS**

**C. REIMBURSEMENT FOR DAMAGES TO CITY PROPERTY**

Reimbursement for damages to City property committed by Vendor, Vendor's employee(s) or associate(s) involved in the Vendor's Downtown Street Faire Business shall be the responsibility of the Vendor.

**D. BUSINESS HOURS: THURSDAYS 6:00PM – 9:00PM**

Customers access to Downtown Street Faire area shall begin at 6pm. Vendors are expected to completely set up their booth prior to 6pm. Vendors arriving after that time will not be allowed to drive in to unload and must carry items to their space. Teardown can begin at 9pm and must be completed in a timely fashion.

**E. BOOTHS AND SPACES SHALL BE LEFT CLEAN, WASTE SHALL BE REMOVED FROM THE**

Vendors shall be responsible for leaving the rented booths and spaces clean and neat at the end of the day. All Vendors' waste shall be removed from Downtown Street Faire grounds.

**F. LOST OR STOLEN PROPERTY**

Vendors and customers not the City, are responsible for safe keeping of personal property and goods offered for sale. In the event of theft or loss of property, you can contact the Merced Community Development Corporation at (209) 500-7773.

**G. RESERVED BOOTHS AND SPACES SHALL BE OPEN FOR BUSINESS BY 5:00PM ON FAIRE DAYS**

Spaces shall be occupied by 4:00pm on Market days, unless Merced Community Development Corporation has provided prior written approval for a later time. Any spaces not occupied by the specified time will be available for re-rental to Vendors waiting to rent spaces on a daily basis. NO REFUNDS will be made for unused reserved space(s). Rain or shine Downtown Street Faire will continue, based on safety Vendors will be notified by Merced Community Development Corporation.

**H. SPACE RENTALS: LATE PAYMENTS OF RENTAL**

Rental payments are accepted at Merced Community Development Corporation during normal business hours. For all Vendors the first monthly rental payment must be made in person by the Vendor, subsequent payments must be made by mail or in person. 1 Week prior to the 1<sup>st</sup> Market day for the month. Available spaces are also for rent on a first serve basis on the day of each event.

**I. RENTAL SPACES ARE FINAL**

Rental charges are weekly or monthly. There are no discounts, rain checks, or refunds, except that if action by Merced Community Development Corporation results in a rented space not available for use, a credit shall be awarded for use at the subsequent Faire day.

**J. PORTABLE GENERATORS SOURCES**

Electrical power needs shall be provided by the Vendor. Generators shall be muffled so that there is no noise nuisance outside the Vendor's sales area. All electrical wires and fixtures shall be appropriately grounded and protected from wear, scuffing and accidental contact. The power systems shall comply with the City's Electrical codes. Vendors are responsible for damages caused to any and all the City's electrical equipment.

**K. VENDOR'S VEHICLES ON DOWNTOWN STREET FAIRE GROUND**

No Vehicles will be allowed on Downtown Street Faire grounds except for the specified times allowed for loading and unloading.

**L. NO "USED ITEMS" OF ANY KIND WILL BE ALLOWED FOR SALE**

Under no circumstances will used items be allowed for display with the intention of sale. Vendors are responsible for only selling new packaged items.

### **3. VIOLATIONS AND PENALTIES**

#### **A. VIOLATIONS AND PENALTIES**

Violations of laws and/or Rules and Regulations may result in temporary or permanent rental privileges. First violation will result in a written warning. Second violation will result in suspension of rental privileges for up to three (3) months. Third violation will result in suspension from Downtown Street Faire.

#### **B. PRODUCE PROVISIONS**

##### **A. FOOD VENDORS SHALL COMPLY WITH LOCAL HEALTH LAWS**

Local health laws are enforced by the Merced County Public Health Department

##### **B. UNLAWFUL FOODS OFFERED FOR SALE ARE SUBJECT TO DESTRUCTION**

In accordance with laws and regulations, State inspectors may inspect all foods offered for sale and destroy any which fail to meet State standards and regulations.

##### **C. PERMITS AND BOOTH/SPACE RENTAL RECEIPTS READILY AVAILABLE**

All Vendors must have readily available, upon entry into Downtown Street Faire, current receipt and any other permits required by law or the Faire. Such items shall also be displayed within the booth or space in a conspicuous place.

##### **D. MERCED COMMUNITY DEVELOPMENT CORPORATION RESERVES THE RIGHT TO LIMIT RENTALS OF PRODUCE BOOTHS AND MERCHANDISE**

Merced Community Development Corporation reserves the right to limit the number of Produce Vendors, Food Booths, and merchandise booths. The City also reserves the right to limit the number of booths and/ or spaces rented by anyone Vendor.

## 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.

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## 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.

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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 (2<sup>nd</sup> Floor), 678 W. 18<sup>th</sup> Street, Merced.

I have notified the required parties of the dates, times, and affected streets, as required.

Signed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## ADMINISTRATIVE REPORT

Agenda Item J.11.

Meeting Date: 5/1/2017

**Report Prepared by:** Ken Elwin, Director of Public Works

**SUBJECT:** Authorization to Submit Grant Application for Urban Forest Tree Inventory, Assessment, and Management Project

### REPORT IN BRIEF

Authorizes the Director of Public Works to submit a final Grant application to the California Department of Forestry and Fire Protection (CAL FIRE) for an Urban Forestry Management Activities Project.

### RECOMMENDATION

**City Council** - Adopt a motion adopting **Resolution 2017-24**, a Resolution of the City Council of the City of Merced, California, authorizing the Public Works Director to submit an application for funding from the Urban Forest Management Activities Grant program as provided through the Greenhouse Gas Reduction Fund and authorize the City Manager or Assistant City Manager to sign the necessary documents.

### ALTERNATIVES

1. Approve as recommended by the Director of Public Works; or,
2. Deny; or,
3. Refer back to staff.

### DISCUSSION

The Public Works Department is seeking authorization to submit a final grant application in the amount of \$475,000 with a local in-kind match of \$154,800 for total project amount of \$629,800. This CAL FIRE Urban Forest Tree Inventory, Assessment and Management Program Grant will be implemented over a three (3) year period. The Urban Forest Management Activities Grant Program requires applicants to contribute a 25% match either in cash, or in-kind, to the total project cost. In-kind matches can include staff hours, use of City equipment, and/or volunteer hours. To reach the 25% match required by the grant process, the project will include in-kind staff time of the Public Works Manager, Parks Supervisor and Maintenance Worker personnel; and use of City owned-equipment.

Council previously authorized the submission of a concept grant application on December 19, 2016. The submitted concept grant application was recently approved by CAL FIRE and the City was selected to submit a final project grant application. The Concept Proposal Acceptance letter is provided as Attachment 2.

If awarded, the Cal FIRE Urban Forest Tree Inventory Assessment and Management Program grant will provide the Public Works Department with the necessary tools to better manage the City's urban forest. One of the first steps to managing the urban forest will be to create a dynamic complete tree inventory in all City managed areas and facilities. The tree inventory will evaluate the health of the urban forest; measure the economic and health benefits trees provide; quantify (in dollars) the eco-services the City trees provide; and allow an understanding of the type and distribution of trees within the City to better manage costs. This understanding will enhance and improve maintenance to the current tree canopy and act as the basis for a citywide urban forest master plan to sustain and grow the City's urban forest. Once the tree inventory has been completed, the tree planting phase will begin, a total of 720 new trees will be planted. In addition, a tree management software program will be developed to catalog and update data regarding the City's urban forest. The initial outlay for this program is an eligible cost for reimbursement through this grant program.

### **Project Goals**

The objectives of the project include, but are not limited to:

- The initial phase for completing a full tree inventory for the all City managed areas and facilities (Parks, Street median trees, etc.).
- Provide guidance for the future that includes budgeting, planning, and making urban forestry a priority during budget changes.
- Provide an understanding of the benefits of trees to the community in the context of more than aesthetics, including the funding of urban forestry activities.
- Planting of 720 trees once tree inventory has been completed.
- Identify opportunities to strengthen and expand the relationships with our local non-profit groups.
- Update and improve existing ordinances, standards and specifications along with Best Management Practices related to trees.
- Improve and expand community education and outreach.
- Create a plan for addressing potential threats to the existing Urban Forest.
- Create a plan to address ongoing environmental changes.
- Cultivate advocacy for the Urban Forest by our local elected officials.
- Create a shared vision for all stakeholders within the Urban Forest.

Staff will return to the Council to accept the grant, should the final project application be awarded by CAL FIRE.

**ATTACHMENTS**

1. Resolution 2017-24
2. Department of Forestry and Fire Protection - Concept Proposal Acceptance Letter

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AUTHORIZING THE PUBLIC WORKS  
DIRECTOR TO SUBMIT AN APPLICATION FOR  
FUNDING FROM THE URBAN FOREST  
MANAGEMENT ACTIVITIES GRANT PROGRAM  
AS PROVIDED THROUGH THE GREENHOUSE  
GAS REDUCTION FUND**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the City of Merced as the applicant will enter into an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Merced:

SECTION 1. Approved the filing of an application for “State Greenhouse Gas Reduction Funding” urban forestry grant program funds.

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

SECTION 3. Certifies that funds under the jurisdiction of the City of Merced are available to begin the project.

SECTION 4. Certifies that said applicant will expend grant funds prior to **March 30, 2020.**

SECTION 5. Appoints the City Manager or a designee, as agent of the City of Merced to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

 \_\_\_\_\_  
City Attorney      4-19-2017  
Date


**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246  
 SACRAMENTO, CA 94244-2460  
 (916) 653-7772  
 Website: [www.fire.ca.gov](http://www.fire.ca.gov)



March 10, 2017

George Sanchez  
 City of Merced  
 1776 Grogan Avenue  
 Merced, CA 95340

**RE: Concept Proposal for the CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Program**

We are pleased to inform you that you have been selected to submit a California Climate Initiatives (Greenhouse Gas Reduction Fund) Project Application for your project titled “**Tree Inventory & Management Plan**” in the **Urban Forest Management Activities** project type. Your project has been assigned Project Tracking number **16-GHG-UF-01-MGMT-015**.

CAL FIRE will carefully evaluate each application according to the posted *Urban and Community Forestry Program California Climate Investments Grant Guidelines*. The following elements will be important in the grant evaluation process:

- a. GHG quantification for projects must follow the Air Resources Board *Quantification Methodology for Urban Forestry Projects* found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. In addition, the applicant must provide the *USDA Forest Service Urban Tree Carbon Calculator* or *iTree* results and *ARB UCF GHG Calculator for FY 2016-17 Version 2* results with their project application. You can find a helpful video on the methodology from a webinar at the following link: <https://caufc.org/resources/workshop-resources/>.
- b. Highly competitive projects will include those with substantial levels of collaboration with partners, and have community support. Such projects will have authentic community engagement as a strong project element.
- c. Inclusion in the project of strong project establishment practices, presence of long term urban forest management planning, a history of good urban forest practices by the applying entity, and a commitment to long term maintenance of the project are ways to demonstrate assurance that GHG emission reduction goals will be achieved.
- d. All projects must show proof of what portion of their project can be considered “in” a disadvantaged community (DAC). Please see the table in Appendix L of the Grant Guidelines for the definition of what “in” a DAC is. It should be noted

George Sanchez  
March 10, 2017  
Page 2

that 75% of CAL FIRE's funds must be considered "in" a DAC. This factor therefore will greatly affect a project's competitiveness.

The *Urban and Community Forestry Program California Climate Investments Grant Guidelines* and related forms contain all the information necessary to submit your project application package. They can be found at the following web page:  
[http://www.fire.ca.gov/resource\\_mgt/resource\\_mgt\\_urbanforestry\\_grants.php#](http://www.fire.ca.gov/resource_mgt/resource_mgt_urbanforestry_grants.php#).

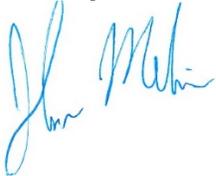
Please submit one digital copy (not scanned) and one hard copy. The digital copy must be sent by email to **CALFIRE.Grants@fire.ca.gov**, and the hard copy must be signed and ground mailed to:

CAL FIRE  
Attn: Grants Management Unit  
P.O. Box 944246  
Sacramento, CA 94244-2460

It must be postmarked no later than **April 26th at 3pm PDT**. Failure to submit the documents by the due date will likely result in your proposal being disqualified. You should reference your project tracking number on each document of your application package when submitting the required documents. For the digital copy, use the project tracking number in the file name. For the hard copy, be sure to put the tracking number at the top of the page, even if it must be handwritten.

Due to the high demand for Urban and Community Forestry CCI grants, CAL FIRE will not be able to fund all projects for the applications submitted. Consequently, invitations to submit an application and acknowledgement of a completed application do not guarantee that the project will be funded.

Sincerely,



JOHN MELVIN  
Staff Chief, Resource Protection and Improvement



**ADMINISTRATIVE REPORT**

**Agenda Item K.1.**

Meeting Date: 5/1/2017

**Report Prepared by:** Leah Brown, Water Conservation Specialist, Public Works - Water

**SUBJECT:** Public Hearing for the Approval of the Memorandum of Understanding for the Formation of the Merced Irrigation-Urban Groundwater Sustainability Agency

**REPORT IN BRIEF**

Considers adopting Resolution declaring the City's intention to fulfill its commitment to the Sustainable Groundwater Management Act and a Memorandum of Understanding with the Merced Irrigation District, City of Atwater, City of Livingston, Le Grand Community Services District, Planada Community Services District, and Winton Water and Sanitary District to Establish the Groundwater Sustainability Agency for the Merced Area.

**RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Adopting **Resolution 2017-25**, A Resolution of the City Council of the City of Merced, California, declaring its intention to fulfill its commitment to the Sustainable Groundwater Management Act as part of the Merced Irrigation - Urban Groundwater Sustainability Agency Memorandum of Understanding for our portion of the Merced Groundwater Basin; and
- B. Approving the Memorandum of Understanding with the Merced Irrigation District, City of Atwater, City of Livingston, Le Grand Community Services District, Planada Community Services District, and Winton Water and Sanitary District; and,
- C. Authorizing the City Manager or Assistant City Manager to sign the necessary documents to establish The City of Merced as a part of the Merced Irrigation-Urban Groundwater Sustainability Agency (MIUGSA).

**ALTERNATIVES**

- 1. Approve, as recommended by staff; or,
- 2. Modify the action (specify in motion); or,
- 3. Deny; or,
- 4. Continue item to a future City Council meeting (date and time to be specified in the City Council motion).

**AUTHORITY**

Charter of the City of Merced, Article II, Section 200.

## **CITY COUNCIL PRIORITIES**

As provided for in the 2016-17 Adopted Budget.

### **DISCUSSION**

The Sustainable Groundwater Management Act (SGMA) was passed in September of 2014 and became law on January 1, 2015. SGMA requires all high and medium priority groundwater basins to be managed by one or more groundwater sustainability agencies (GSA). These GSAs will have the authority, and obligation, to develop one or more groundwater sustainability plans (GSP) that develops solutions for the long-term sustainable management of local groundwater resources. The GSP(s) needs to be adopted by either January 31, 2020 or January 31, 2022, depending on whether or not the particular subbasin is in a condition of critical overdraft.

Each groundwater subbasin must have all of its geographic area covered by one or more GSA(s) by June 30, 2017. The Merced Groundwater Subbasin is considered to be a critically over drafted basin, therefore our GSP is due January 31, 2020.

The City of Merced has been working with other local public agencies for the last two years to develop the Merced Irrigation-Urban Groundwater Sustainability Agency (MIUGSA). The Merced Groundwater Subbasin is expected to be managed by three GSAs, namely a Merced County GSA, Turner Island GSA and the proposed MIUGSA. Collectively, the goal is to develop a single GSP to coordinate the management of groundwater resources for the basin as a whole. The signatory agencies to the three GSAs have, so far, committed to develop a single GSP for the entire basin.

The public agencies to be included in the MIUGSA are:

City of Atwater  
City of Livingston  
City of Merced  
Le Grand Community Services District  
Merced Irrigation District  
Planada Community Services District  
Winton Water and Sanitary District

The boundary of the MIUGSA is generally the footprint of the MID boundary. This area lies south of the Merced River and generally north of the Chowchilla River.

The process to achieve the MIUGSA is:

- Each Agency sets a Public Hearing and publishes a notice of the Public Hearing per SGMA requirements.
- Each Agency holds a Public Hearing per SGMA requirements
- Each Agency authorized execution of the MOU
- Merced Irrigation District compiles the fully-executed MOU and required documentation per SGMA to file for a single GSA e.g. the MIUGSA, anticipated by the end of May 2017.

### **IMPACT ON CITY RESOURCES**

The attached Memorandum of Understanding outlines percentages associated with sharing in the cost of GSA development. It is anticipated that the City of Merced share of cost in the first year is approximately \$250,000.

### **ATTACHMENTS**

1. Resolution forming the MIUGSA
2. Memorandum of Understanding for the formation of the Merced Irrigation Urban Groundwater Sustainable Agency
3. Exhibit A
4. Exhibit B

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
DECLARING ITS INTENTION TO FULFILL ITS  
COMMITMENT TO THE SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT AS PART  
OF THE MERCED IRRIGATION-URBAN  
GROUNDWATER SUSTAINABILITY AGENCY  
MEMORANDUM OF UNDERSTANDING FOR  
OUR PORTION OF THE MERCED  
GROUNDWATER BASIN**

WHEREAS, on September 16, 2014, Governor Edmund G. Brown, Jr. signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA); and

WHEREAS, the Merced Groundwater Subbasin (Basin) has been designated by DWR as a high priority basin; and

WHEREAS, the DWR has designated the Merced Groundwater Subbasin as a critically overdrafted basin; and

WHEREAS, SGMA authorizes any local agency, with water or land management authorities, overlying the Basin to elect to become a GSA within the Basin; and

WHEREAS, the City of Merced, the City of Atwater, the City of Livingston, Winton Water and Sanitary District, Planada Community Services District, Le Grand Community Services District, and Merced Irrigation District are parties who have collectively executed the “Memorandum of Understanding Forming the Merced Irrigation-Urban Groundwater Sustainability Agency” (MIUGSA MOU); and

WHEREAS, the MIUGSA MOU is comprised of local agencies as defined under the SGMA and are therefore eligible to serve as an individual GSA within the Basin, or to join other parties in an MOU to serve as a GSA within the Basin; and

WHEREAS, each of the parties to the MIUGSA MOU have approved and executed said MOU through a public meeting as a result of an action undertaken by the respective party; and

WHEREAS, Section 10723.2 of the SGMA requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Section 10723.8 of the SGMA requires that a local agency electing to be a GSA notify the DWR of its election and intention to undertake sustainable groundwater management within a basin; and

WHEREAS, the City of Merced held a public hearing at 6:00 p.m. on Monday, May 1, 2017 at the Merced Civic Center, 678 West 18<sup>th</sup> Street, Merced, CA 95340, after publication of notice pursuant to Government Code section 6066 to consider the adoption of this Resolution; and

WHEREAS, the City of Merced wishes to exercise the powers and authorities of a GSA granted by the SGMA through the MIUGSA MOU;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City of Merced hereby elects to become a party of the MIUGSA MOU for that portion of the Merced Groundwater Subbasin lying within its boundaries.

SECTION 2. The MIUGSA will develop an outreach program to include all stakeholders to ensure that all beneficial uses and users of groundwater are considered.

SECTION 3. The City of Merced has been authorized by the MIUGSA MOU to submit to the DWR a notice of intent to undertake sustainable groundwater management in accordance with the SGMA (Part 2.74 of the Water Code).

SECTION 4. The notification shall include the boundaries of the Merced Groundwater Subbasin that the MIUGSA intends to manage, a copy of this resolution, a list of interested parties developed pursuant to Section 10723.2 of the SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the MIUGSA groundwater sustainability plan.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2017, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

(SEAL)

APPROVED AS TO FORM:

 4-12-2017  
\_\_\_\_\_  
City Attorney Date

MEMORANDUM OF UNDERSTANDING  
FORMING

THE MERCED IRRIGATION-URBAN GROUNDWATER SUSTAINABILITY AGENCY

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on \_\_\_\_\_, by and between the **MERCED IRRIGATION DISTRICT**, an irrigation district (“MID” herein), **CITY OF MERCED**, a municipal corporation (“Merced” herein); **CITY OF ATWATER**, a municipal corporation (“Atwater” herein); **CITY OF LIVINGSTON**, a municipal corporation (“Livingston” herein); **LE GRAND COMMUNITY SERVICES DISTRICT**, a community services district, (“LGCS D” herein); **PLANADA COMMUNITY SERVICES DISTRICT**, a community services district (“PCSD” herein); and **WINTON WATER AND SANITARY DISTRICT**, a sanitary district, (“WWSD” herein), each a “Party” and collectively the “Parties.”

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, Parties overlie a portion of the Merced Subbasin (Basin Number 5-22.04, DWR Bulletin 118) within the San Joaquin Valley Basin, a DWR-designated high-priority and critically overdrafted basin; and

WHEREAS, SGMA empowers local agencies to adopt Groundwater Sustainability Plans (“GSP”) that are tailored to the resources and needs of their communities to provide for sustainable groundwater management providing a buffer against drought and contributing to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (“GSA”) by using a memorandum of agreement or other legal agreement; and

WHEREAS, Parties are each qualified to become a GSA under SGMA as they are all local agencies with water supply and/or water management responsibilities, being public water conveyors, within the Basin; and

WHEREAS, in 2016, Parties entered into an agreement entitled Memorandum of Understanding Setting Forth Certain Items of Agreement Among Agencies within the Merced Groundwater Subbasin Following the Sustainable Groundwater Management Act, to begin a consensus-seeking discussion regarding GSA formation and SGMA compliance; and

WHEREAS, the Parties desire through this Agreement to establish a multi-agency Groundwater Sustainability Agency (“GSA”) for the Merced Subbasin to be advised and coordinated by a committee of their representatives, but with GSA actions subject to approval by each of the Parties.

WHEREAS, the Parties intend to work collaboratively with other interested agencies to develop and implement a Merced Subbasin Groundwater Sustainability Plan to sustainably manage the Basin pursuant to SGMA, including funding under SGMA, and collection of GSP fees.

**NOW, THEREFORE**, incorporating the above recitals herein, it is mutually understood and agreed as follows:

**1. DEFINITIONS**

1.1 **“Agreement”** shall mean this Agreement.

1.2 **“Basin” or “Merced Subbasin”** shall mean the Merced Subbasin (Basin Number 5-22.04, DWR Bulletin 118) of the San Joaquin Valley Basin.

1.3 **“Merced Irrigation-Urban Groundwater Sustainability Agency” or “MIUGSA” or “this GSA”** shall mean the multi-agency Groundwater Sustainability Agency formed pursuant to this Agreement.

1.4 **“Merced Subbasin Groundwater Sustainability Plan” or “GSP”** shall mean the Groundwater Sustainability Plan that the Parties intend, through this GSA, to develop, adopt and implement under this Agreement for the Merced Subbasin in coordination with other GSA’s whose service areas overlie the Merced Subbasin.

1.5 **PURPOSE of AGREEMENT.** The purpose of this Agreement is to provide the principles and terms under which the parties will cooperate in the establishment and functioning of the multi-agency Merced Irrigation-Urban Groundwater Sustainability Agency that will allow compliance with SGMA and applicable State law(s).

**2. MERCED IRRIGATION-URBAN GROUNDWATER SUSTAINABILITY AGENCY.** The Parties hereby establish and become members of the Merced Irrigation-Urban Groundwater Sustainability Agency to manage the portion of the Basin as set forth in Exhibit A hereto.

**3. ADDITIONAL AGENCIES.** Additional agencies with service area boundaries outside the jurisdiction of the Parties may join and become a Party to this Agreement and incorporate their service area boundaries or portions thereof into MIUGSA upon the mutual consent of all Parties and execution of this Agreement by the new Party’s legislative body, and in compliance with SGMA. Upon the execution of this Agreement by additional Parties, Exhibit A shall be accordingly amended to reflect the new jurisdictional boundaries of the MIUGSA.

**4. POWERS**

4.1 In addition to any other action, power or authorities available to implement SGMA, including the development, adoption and implementation of a GSP, the MIUGSA may perform the following functions:

(a) Adopt standards for measuring and reporting water use.

- (b) Adopt rules, regulations, policies and procedures to govern the adoption and implementation of the GSP, as authorized by SGMA including funding of the GSA, and the collection of fees or charges as may be applicable.
- (c) Develop and implement conservation best management practices.
- (d) Develop and implement metering, monitoring and reporting related to groundwater pumping.
- (e) Hire consultants as determined necessary or appropriate by the Parties
- (f) Prepare a budget.

**5. DECISION MAKING PROCESS**

- 5.1 With the exceptions noted herein, it is the goal of the Parties that all actions undertaken by the MIUGSA are done by unanimous consent of the Parties; however, if unanimous consent is not possible, a majority vote of the Parties is required. The Merced Irrigation District and each of the Cities shall be entitled to one (1) vote, and the community service districts shall collectively be entitled to one (1) vote
- 5.2 In the event of an impasse or disagreement, the Parties shall use their best efforts to find a mutually agreeable result. To this effect, the Parties shall consult and negotiate with each other in good faith in an attempt to reach a solution that is mutually satisfactory. If the Parties do not reach a solution, then the matter shall be submitted to non-binding arbitration or mediation within a reasonable period of time.

**6. ROLES AND RESPONSIBILITIES OF THE PARTIES**

- 6.1 The Parties will work jointly to fulfill the Purpose of this Agreement, SGMA, and the development and implementation of a GSP within the boundaries of the MIUGSA.
- 6.2 The Parties will meet regularly to discuss SGMA, GSP development and implementation activities, assignments, and ongoing work progress. Each party agrees to designate an individual to serve as the central point of contact on all matters related to this Agreement.
- 6.3 The Parties may form committees as necessary from time to time discuss issues that impact the MIUGSA.
- 6.4 The Parties will form a Technical Committee to assist in the development, and then evaluate and measure implementation of the Merced Subbasin Groundwater Sustainability Plan. The Parties designate MID to act as the primary agent for purposes of developing technical information, as well as the point of contact and designated representative for MIUGSA for coordination with GSAs within the Merced Subbasin and adjacent basins.
- 6.5 Except for the MID, each Party of the MIUGSA is responsible for implementation of the GSP in all areas of the MIUGSA that are within their respective jurisdictional boundaries. MID is responsible for implementing the GSP in areas of the MIUGSA within MID's

jurisdictional boundaries and outside the jurisdiction of all other Parties to the MIUGSA. As other Parties' jurisdictional boundaries expand in the future, it is anticipated that MID's area of responsibility may decrease.

- 6.6 Following implementation of the Merced Subbasin Groundwater Sustainability Plan, the Parties designate MID to complete necessary documentation, analyses and reporting for submission to the DWR and SWRCB on behalf of the MIUGSA as needed.
- 6.7 A Party will promptly take action on any item where approval, adoption or implementation by a Party is required.
7. **FUNDING.** Parties agree to share proportionally in the costs of the MIUGSA according to participation percentages. The participation percentages shall be allocated based on each Party's proportionate share of the volume of groundwater pumped from the Merced Subbasin excluding resident recharged water under a Party's existing surface water rights or acquired under contract, as set forth in Exhibit B. The participation may be evaluated by the Parties from time to time to order consider new information. Any revised participation percentages approved by the Parties shall be dated and attached as Exhibit B to this Agreement and effective upon the date approved by all Parties, without any further amendment of this Agreement being required.
8. **TERM.** This Agreement shall remain in full force and effect until amended, rescinded, superseded or terminated by the mutual written consent of the Parties and as allowed by State law. Any Party may terminate membership and withdraw from the MIUGSA upon sixty (60) days written notice of termination to the MIUGSA. Whenever a Party withdraws from the MIUGSA, it is the intent of the Parties and of the MIUGSA that the withdrawal shall remove the area within the Party's water service area from further management by the MIUGSA, provided that the withdrawal shall be in accordance with the requirements of SGMA and shall leave no area within the Basin unmanaged.
9. **EFFECT OF WITHDRAWAL.** A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members. Upon withdrawal, a Member agrees that it has a continuing obligation to comply with the Act and shall, if prior to June 30, 2017, and prior to the MIU GSA becoming an exclusive GSA, notify DWR that it shall act as its own GSA or join an alternate GSA that has entered into or will enter into a Coordination Agreement with the Agency in order to avoid an adverse effect upon the continuing Members. If after July 1, 2017, that withdrawing Member shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put the Merced Groundwater Subbasin in jeopardy, unless a mutually agreed upon resolution is reached between the MIU GSA, DWR, and the withdrawing Member. This obligation shall survive withdrawal from this Agreement, is for the express benefit of the remaining Members, and is subject to the indemnification provisions of Section 12 of this Agreement. A withdrawing Member shall in all events remain liable for its proportionate share of (i) the amount of any fiscal year budget approved prior to the date the withdrawing Member provides its notice of withdrawal; and (ii) any call for funds or assessment levied by the Authority prior to the date the withdrawing Member provides its notice of withdrawal.

10. **AMENDMENT.** This Agreement and exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.
11. **INDEMNIFICATION.** Each Party agrees that it shall indemnify each other Party from the costs losses, damages, claims or liabilities arising from such Party's performance or non-performance of its obligations under this Agreement.
12. **ASSIGNMENT.** Except as otherwise provided herein, the rights and duties of the Parties may not be assigned without the written consent of the other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Parties then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
13. **COUNTERPARTS.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
15. **SEVERABILITY.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby.
16. **SIGNATURE AUTHORIZATION.** Each Party represents that the representative executing this Agreement on its behalf has been duly authorized to execute this Agreement on behalf of the Party.

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

John Sweigard  
Merced Irrigation District

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

Steve Carrigan  
City of Merced

APPROVED AS TO FORM:


4-12-2017  
 \_\_\_\_\_  
 City Attorney Date

APPROVED AS TO CONTENT  
City of Atwater

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO CONTENT  
City of Livingston

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO CONTENT  
Winton Water and Sanitary District

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO CONTENT  
Planada Community Services District

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO CONTENT  
Le Grand Community Services District

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name and Title



## Exhibit B

Any values shown in this exhibit are intended solely to proportion cost allocation to the MOU members as discussed in article 8. The management of groundwater and related allocations shall be subject to the approved Groundwater Sustainability Plan (GSP) adopted by the MOU members.

The distribution of funds is based on the following principles:

1. Natural Yield: The amount of groundwater that can be sustainably extracted, absent surface water deliveries into the basin. Natural unimpaired flows are assumed in creeks and rivers (Merced River and San Joaquin River)
2. The first groundwater pumped by any agency, in any given year, is assumed to be from the natural yield, regardless of recharge efforts.
3. Each agency will contribute a proportionate share of funds based on the groundwater extracted minus recharge, but no less than its share of the natural yield.
4. An agency may contribute to funding a proportion less than the natural yield, if its annual groundwater pumping is less than the natural yield.
5. Funding contributions will be adjusted annually based on natural yield, and on groundwater pumping and recharge by each agency.

Example:

Assume Natural Yield = 0.5 Acre-Foot (AF)/ Acre

Agency	Agency Area		Natural Yield	Actual Pumping	AF to be Chg'd	% Cost Contribution
	Acres	% Acres	AF	AF	AF	
MID	130,000	85%	65,000	90000	65000*	61%
Merced	14,925	10%	7,462	24000	24000	23%
Atwater	3,901	3%	1,951	7000	7000	7%
Livingston	2,378	2%	1,189	7000	7000	7%
CSDs	2,000	1%	1,000	3400	3400	3%
Total	153,204			131,400	106,400	

\* MID charges more than 120,000 AF annually and pumps on Average 90,000 AF. MID still contributes full proportion of natural yield.



## ADMINISTRATIVE REPORT

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**Agenda Item L.1.**

Meeting Date: 5/1/2017

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

**SUBJECT:** Citizens' Oversight Committee - Measure C Appointments

### REPORT IN BRIEF

Accept recommendation to fill Citizens' Oversight Committee - Measure "C" vacancies.

### RECOMMENDATION

**City Council** - Adopt a motion accepting recommendation from the Citizens' Oversight - Measure "C" Committee and appointing three individuals to the Central District to serve as members of the Committee and one individual to the Northern District to serve as a member of the Committee.

### ALTERNATIVES

1. Approve, as recommended by Citizens' Oversight Committee; or,
2. Approve, subject to other than recommended by Citizens' Oversight Committee; or,
3. Deny; or,
4. Direct the Clerk's Office to continue recruitment for the vacancies.

### AUTHORITY

Charter of the City of Merced, Section 3.38.050.

### DISCUSSION

The purpose of the Citizens' Oversight - Measure "C" Committee is to review projected revenues created by the voter approved Measure "C", a one-half cent Sales Tax. The Committee recommends proposed expenditures to City Council. The Committee consists of three voting members from each of the three existing Policing Districts of the City, for a total of nine voting members, who serve four-year terms of office. There are also ex-officio members representing the various recognized municipal employee bargaining units.

As outlined in Section 3.38.050 of the Charter, any vacancy for a voting member on the Citizens' Oversight Committee shall be filled by having the Citizens' Oversight Committee make nominations to the City Council for consideration as a whole.

### ATTACHMENTS

1. Application of Michael Harris (Central District)
2. Application of Sonia F. Alshami (Central District)
3. Application of Spencer Davies (Central District)

4. Application of Charles Reyburn (Northern District)
5. Current Roster

**Profile**

Michael

First Name

J

Middle Initial

Harris

Last Name

Retired Sheriff's Sergeant

Employer

Job Title

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

1

Number of Years Living in Merced:

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

**Highest Level of Education Completed: \***

Bachelor's Degree

**County Emergency Medical Care Committee**

Are you currently serving on a Board or Commission?  
If so, please list:

**Which Boards would you like to apply for?**

Citizens Oversight Committee - Measure C

**Communication**

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

Yes  No

If you selected no, please identify how you would like to be contacted:

---

## Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

Retired from Merced County Sheriff's Office, Background also in business and top level management. Have been responsible for multi-million dollar budgets. We just moved into Merced and I'd like to contribute.

What is your understanding of the roles and responsibilities of this Board or Commission?

Recommend spending items to City Council from revenues generated by Measure C.

Do you have experience or special knowledge pertaining to the areas of interest?

When I was Director of EMS for Alameda County I was in charge of a special Tax District.

Any other comments you would like to add that may assist the City Council in their decision?

 Upload a Resume

---

## Requirements

AB 1234 Ethics Training

I Agree \*

**Attendance Policy**

---

---

I Agree \*

**Statement of Economic Interests - FPPC Form 700**

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I Agree \*

**Oath of Office**

---

---

I Agree \*

**Public Scrutiny**

---

---

I Agree \*

**How did you hear about this vacancy? \***

---

Other

Councilman Kevin Blake \_\_\_\_\_

If you selected other, please indicate how you learned about the vacancy:

---

**Demographics**

Caucasian/Non-Hispanic

Ethnicity

---

Male

Gender

---

[REDACTED]

Date of Birth

---

---

## Submission

MJH

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

**Profile**

SONIA

First Name

F

Middle Initial

ALSHAMI

Last Name

LINO'S & SON'S TRUCKING

Employer

LOGISTICS EXPERT

Job Title

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

27

Number of Years Living in Merced:

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

**Highest Level of Education Completed: \***

Associate's Degree

Are you currently serving on a Board or Commission?  
If so, please list:

**Which Boards would you like to apply for?**

Citizens Oversight Committee - Measure C

**Communication**

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

---

Yes  No

If you selected no, please identify how you would like to be contacted:

---

## Interests & Experiences

**Tell us about yourself, and why you are applying for this particular Board or Commission:**

---

I believe the commission needs a diversity of perspective. As a single mother and successful businesswoman, I bring a unique viewpoint to the table.

**What is your understanding of the roles and responsibilities of this Board or Commission?**

---

Help organize, prioritize and schedule to handle a lot of verbal and written information. Advising the City Council on ways to budget the funds created by Measure C . Being supportive of commission colleagues, city staff, community leaders, and our community.

**Do you have experience or special knowledge pertaining to the areas of interest?**

---

I do not have any experience pertaining to this area, however I'm capable of working toward decisions that support established goals and objectives. I also fully appreciate our ultimate focus, which is to help bring prosperity to Merced.

**Any other comments you would like to add that may assist the City Council in their decision?**

---

I will work with other board members to create a shared vision for work and learning; build strategic partnerships; sustain the city's progress through continuous improvement; adopt and maintain current policies in written format; maintain strong ethical standards; and objectively seek answers to questions and challenges as they arise.

 Upload a Resume

---

## Requirements

**AB 1234 Ethics Training**

---

---

I Agree \*

**Attendance Policy**

---

---

I Agree \*

**Statement of Economic Interests - FPPC Form 700**

---

---

I Agree \*

**Oath of Office**

---

---

I Agree \*

**Public Scrutiny**

---

---

I Agree \*

**How did you hear about this vacancy? \***

---

- Newspaper
- City Website

---

If you selected other, please indicate how you learned about the vacancy:

---

## Demographics

Hispanic

Ethnicity

Female

Gender

  
Date of Birth

---

## Submission

SA

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

**Profile**

spencer

First Name

davies

Last Name

Middle Initial

self employed

Employer

Job Title

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

1

Number of Years Living in Merced:

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

**Highest Level of Education Completed: \***

Some College, No Degree

Are you currently serving on a Board or Commission?  
If so, please list:

**Which Boards would you like to apply for?**

Citizens Oversight Committee - Measure C

**Communication**

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

Yes  No

If you selected no, please identify how you would like to be contacted:

---

## Interests & Experiences

**Tell us about yourself, and why you are applying for this particular Board or Commission:**

I have an interest in local government, and as a new property owner in Merced, I would like to be involved in making Merced a great place to live and empower the community.

**What is your understanding of the roles and responsibilities of this Board or Commission?**

We are to recommend proposed expenditures to the Merced City Council from revenues generated from the voter approved Measure C.

**Do you have experience or special knowledge pertaining to the areas of interest?**

I have a background in sociology and economics.

**Any other comments you would like to add that may assist the City Council in their decision?**

Upload a Resume

---

## Requirements

**AB 1234 Ethics Training**

I Agree \*

**Attendance Policy**

---

---

I Agree \*

**Statement of Economic Interests - FPPC Form 700**

---

---

I Agree \*

**Oath of Office**

---

---

I Agree \*

**Public Scrutiny**

---

---

I Agree \*

**How did you hear about this vacancy? \***

---

City Website

---

If you selected other, please indicate how you learned about the vacancy:

---

**Demographics**

Caucasian/Non-Hispanic

Ethnicity

---

Male

Gender

---

[REDACTED]

Date of Birth

---

---

## Submission

shd

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.

**Profile**

Charles

First Name

W

Middle Initial

Reyburn

Last Name

MCOE Head Start

Employer

Cook

Job Title



Email Address



Primary Phone



Alternate Phone



Street Address



Suite or Apt



City



State



Postal Code

39

Number of Years Living in Merced:

**Are you 18 years of age or older?**

Yes  No

**Are you a registered voter in the City of Merced?**

Yes  No

**Measure C**

Are you currently serving on a Board or Commission? If so, please list:

**Which Boards would you like to apply for?**

Citizens Oversight Committee - Measure C

Question applies to multiple boards.

**Highest Level of Education Completed: \***

Some College, No Degree

---

---

## Communication

**The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?**

Yes  No

---

If you selected no, please identify how you would like to be contacted:

---

---

## Interests & Experiences

**Tell us about yourself, and why you are applying for this particular Board or Commission:**

To be actively involved with my city

**Please list your current employer and relevant volunteer experience.**

MCOE- Head Start

**What is your understanding of the roles and responsibilities of this Board or Commission?**

To oversee spending of Measure C dollars and to advise city council on new ideas and/or policy's that better help Merced.

**Do you have experience or special knowledge pertaining to this Board or Commission?**

I am already a sitting member

**Any other comments you would like to add that may assist the City Council in their decision?**

---

Upload a Resume

---

## Requirements

Question applies to multiple boards.

### AB 1234 Ethics Training

---

---

I Agree \*

Question applies to multiple boards.

### Attendance Policy

---

---

I Agree \*

### Statement of Economic Interests - FPPC Form 700

---

---

I Agree \*

Question applies to multiple boards.

### Oath of Office

---

---

I Agree \*

Question applies to multiple boards.

### Public Scrutiny

---

---

I Agree \*

### How did you hear about this vacancy? \*

---

Other

## Self

---

If you selected other, please indicate how you learned about the vacancy:

---

## Demographics

### Other

---

Ethnicity

### Male

---

Gender



Date of Birth

---

## Submission

### CWR

---

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledge.



# CITIZENS OVERSIGHT COMMITTEE - MEASURE C

## BOARD ROSTER



**JOE DELIMAN**

No Term

Office MPOA Representative  
Position Ex-Officio  
Appointed by Bargaining Unit



**JAMES W EVANS**

No Term

Office IFFA Representativie  
Position Ex-Officio  
Appointed by Bargaining Unit



**DANIEL KAZAKOS**

1st Term Apr 06, 2015 - Jan 01, 2019

Office Southern District  
Position Vice-Chair  
Appointed by City Council



**COREY M PLAGENZA**

No Term

Office MACE Representative  
Position Ex-Officio  
Appointed by Bargaining Unit



**JEROME RASBERRY**

1st Term Apr 21, 2014 - Jan 01, 2018

Office Southern District  
Position Member  
Appointed by City Council



**ISABEL SANCHEZ**

2nd Term Jan 02, 2016 - Jan 02, 2020

Office Southern District  
Position Member  
Appointed by City Council



**JACQUELINE WALTHER-PARNELL**

1st Term Apr 21, 2014 - Jan 01, 2018

Office Northern District  
Position Member  
Appointed by City Council



**ALAN WARD**

No Term

Office MPSA Representative  
Position Ex-Officio  
Appointed by Bargaining Unit



**RICHARD H. WENDLING**

1st Term Apr 18, 2016 - Jan 01, 2019

Office Northern District  
Position Member  
Appointed by City Council



**VACANCY**

Office Central District  
Position Member  
Appointed by City Council



**VACANCY**

Office Central District  
Position Member  
Appointed by City Council



## VACANCY

**Office** Northern District  
**Position** Member  
**Appointed by** City Council

---



## VACANCY

**Position** Ex-Officio

---



## VACANCY

**Office** Central District  
**Position** Member  
**Appointed by** City Council



# CITY OF MERCED

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

## ADMINISTRATIVE REPORT

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**Agenda Item L.2.**

Meeting Date: 5/1/2017

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**SUBJECT:** Council Member Belluomini's Request to Discuss Entry Signs

### REPORT IN BRIEF

This item is in response to Council Member Belluomini's request to discuss an update on entry signs into the City.

### RECOMMENDATION

It is requested Council give staff direction on this item.

### ATTACHMENTS

1. Memo
2. Photos for Entryways
3. Press Release

To : Merced City Council

May 1, 2017

From : Michael Belluomini

Ref : Entry Sign Design Process

**BACKGROUND:** Many cities have welcome/identification signs on Highway 99. Merced does not. Entry signs can be one of the remembered impressions of a city. Placing entry signs in the Cal Trans right of way requires city council approval. On February 6, 2017, the council approved a proposal to establish a subcommittee to work with staff, service clubs, and other community groups to prepare entry sign designs, budget, and funding sources. The council and service clubs consulted in January wanted entry signs on highways 59, and 140 in addition to 99.

**SUBCOMMITTEE WORK:** The subcommittee met on March 22, April 5, and 18, 2017. Membership included Council members, Belluomini, Blake, and Martinez, Allen Brooks (NAACP) , Mike Carpenter (Boosters), Kathleen Crookham (Rotary/Ragsdale), Steve Carrigan (city staff), Walt Dancey (Breakfast Lions), Ryan Heller (Downtown Neighborhood Association) , William Dacus (American Leagion), Larissa Sherman (Board of Realtors), Rich Miller (Sunrise Rotary), Manuel Alvarado (Merced Chamber of Commerce) , and by phone Simon Andrews (Graphic Solutions Sign Designer). Other service clubs have been or are being invited to participate.

The subcommittee identified the six entry points to the city and ranked them in terms of priority for funding. They are as follows and attached are photos of the locations with very preliminary conceptual sign design.

- 1) Highway 99 at Campus Parkway/Mission
- 2) Highway 99 at 16th St. Off ramp southbound
- 3) A central Merced focal sign/symbol/archway
- 4) Highway 140 near Bradley Overpass
- 5) Highway 59 near Mission Ave
- 6) Highway 140 near Massasso Rd.
- 7) Highway 59 near Bellevue Rd.

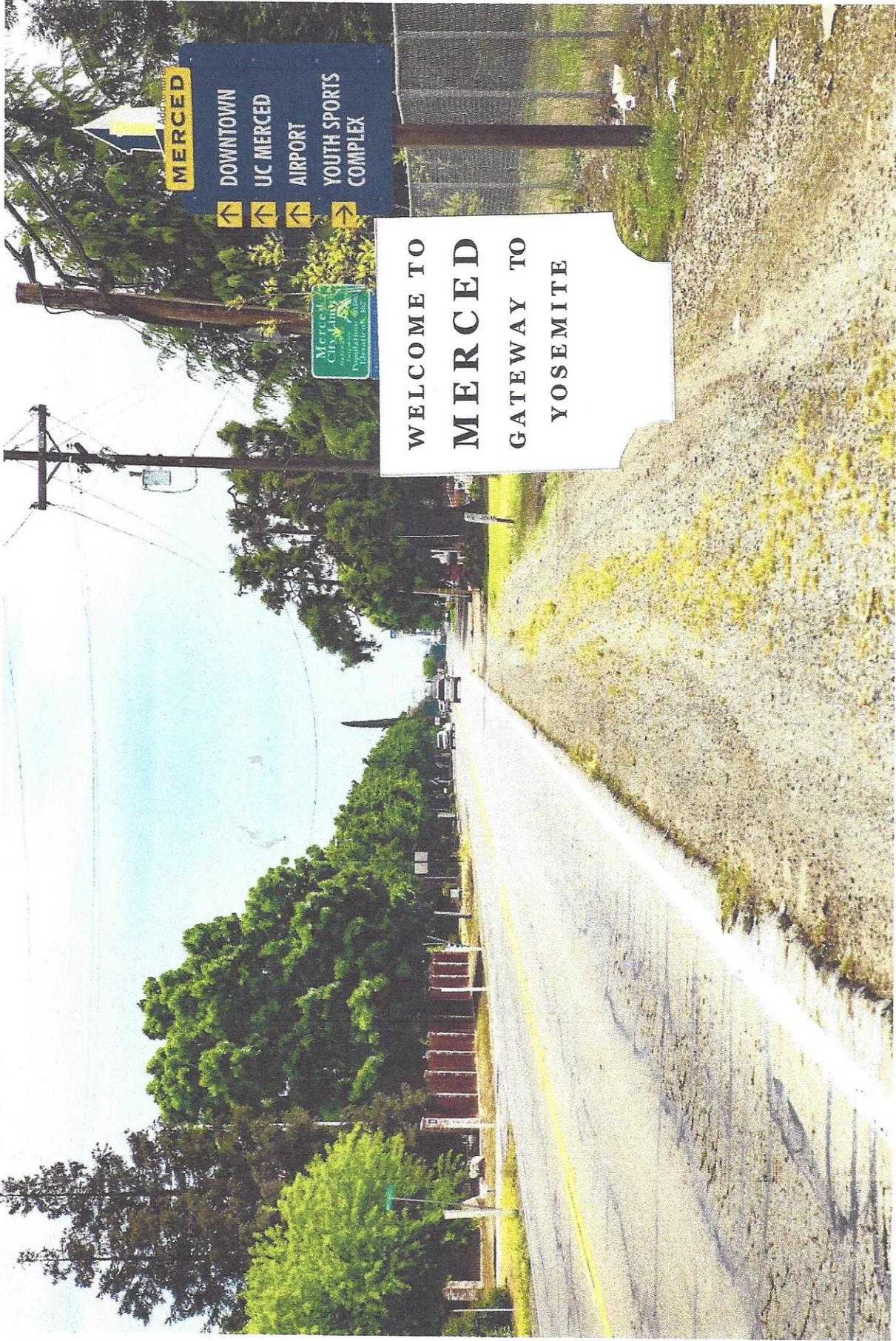
The subcommittee is interested in establishing a city symbol/sign somewhere in the downtown area. Use of the Merced Theater Tower sculpture/landmark was discussed near Bob Hart Square without consensus.

**SLOGAN/ CITY BRANDING:** Additional city slogans were raised as an important opportunity presented by the placing of six entry signs. Some subcommittee members believed the city should use the signs not only to welcome people but to share the citizen's belief that Merced is on the rise and has a story to tell about itself and its character. Themes were stated such as "people who care", "a place to raise the next generation", or "where innovation prospers". Such slogans were given as examples of branding the city for residents and visitors.

**HOW TO GET IDEAS ON SIGN DESIGN AND SLOGAN:** The subcommittee agreed that we ought to involve the community in welcome sign design and additional slogan ideas. Referencing the annual contest to provide a graphic symbol/sign and slogan for the Merced County Fair, the subcommittee proposes the city conduct such a contest for entry sign designs and additional city slogans. The subcommittee was open to each of the six entry signs being a unique design and to there being more than one slogan for the city. The contest would be open to the public though a special outreach will be made to students of K-12 schools, Merced College, and UC Merced to submit entries. Participants may submit sign or slogan proposals by mail or electronically to the city until June 17, 2017, (See attached draft news release). The council subcommittee will screen the contest entries and submit the better proposals to the full council to select winners. Contest winners will be awarded \$300 and be honored at a council meeting.

**FUNDING FOR SIGNS:** Members of the subcommittee emphasized that clubs and philanthropist will not donate toward sign construction until they know what they are funding and its total cost. Once winning sign designs are selected through the contest process, then the professional sign designer can prepare a high quality rendering drawing of the signs and a cost estimate to build each. The subcommittee will then seek funding from clubs, organizations, businesses, and individuals.

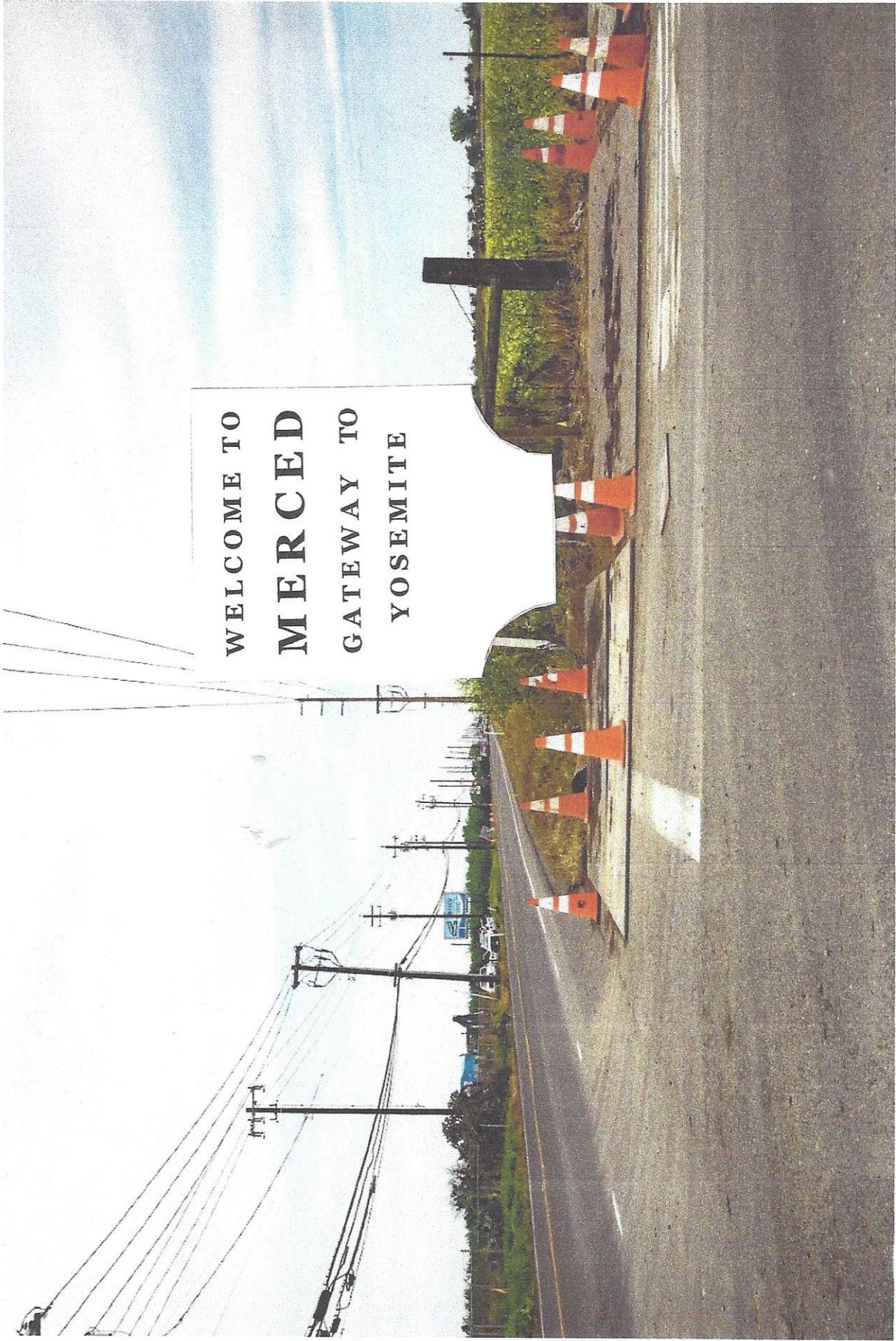
**PROPOSAL:** The subcommittee recommends the council approve conducting a community contest to obtain proposals for entry sign designs and city slogans in accordance with the attached press release.



Add a comment  
EAST BOUND ON W. 140 AT MASSASO RD



SOUTHBOUND ON N. 59 AT BELLEVUE



NORTHBOUND ON S. 59 AT MISSION AVE



WEST BOUND ON E, 140 AT BRADLEY OVERPASS

EXIT 186A

MERCEDES



MISSION AT 99 NORTH BOUND



99 SOUTH BOUND AT 16TH ST.



# WELCOME TO WASHINGTON, PA

## HOME OF PONY BASEBALL



LODGE 164 1st MONDAY 7:30 PM  
LODGE 493 3rd MONDAY 7:30 PM



2nd & 4th WEDNESDAY 6:30 PM  
TOWN RESTAURANT



MEMBER ASSEMBLY & TITHE  
1st & 3rd THURSDAY 7:00 PM  
WASHING GELLES



TUESDAYS 12:00 NOON  
W & SCHMIDT



2nd & 4th THURSDAY 7:00 PM  
14 W. WHEELING ST.



1st WEDNESDAY 7:30 PM  
1st CHURCH HALL



THURSDAYS 12:30 NOON  
RAMADA INN



1st WEDNESDAY 6:30 PM  
UNION GRILL



ELKS LODGE # 779  
130 E. MAIDEN ST.



2nd WEDNESDAY 6:30 PM  
SOUTH SIDE RESTAURANT

# Merced Announces Welcome Sign and Slogan Contest

May 2, 2017

The Merced City Council announced a contest to propose welcome signs with slogans at the entryways to the city on highways 99, 59, and 140. Now there are no welcome signs declaring to visitors, prospective residents, and business investors who we are or what we stand for. A subcommittee of the city council working with many service clubs organized the contest.

The City of Merced seeks to deliver Merced the best Welcome Signs in California and opens this challenge to local residents and other stakeholders to submit their ideas, art, logos, mottos, and vision to brand Merced great. The City wants all Mercedians to have a voice and ownership in marketing Merced, its people, values, location, and future with new Welcome Signs located at the entrances/exits of the City. Merced is already widely known as the "Gateway to Yosemite". Our City of rich diversity already uses a stylized Merced Theater tower symbol. Merced County is an agricultural powerhouse and home to UC Merced, a unique Basic Sciences Research University. But there is room for more exciting ideas from Merced's people.

The City is having a contest to develop new welcome sign concepts as part of building a grassroots community of belonging. Participants may submit five (5) theme/slogan/motto entries for our new welcome signs. Five (5) entries may also be submitted for the design of new signs, or other unique landmark structures. Alternatively, submittals may incorporate all ideas, themes, and structure designs.

To enter the contest, submit a statement about what is important to you/your group and your official entries in 8 1/2 X 11 inch format by mail to Mike Conway, City Hall 678 W 18th St. Merced, CA 95348 OR electronically, in downloadable format, to the City of Merced at [ConwayM@cityofmerced.org](mailto:ConwayM@cityofmerced.org) by June 17, 2017. All entries become the property of the City of Merced. The winning entries may be altered by the City. The City reserves the right to reject any or all submittals. Submissions should include the entrants name, address, phone number and email address. Winners will be honored at a City Council meeting. The award for the winning theme/branding entry will be \$300 and for the winning structure design also \$300. Because there are multiple locations for Welcome Signs, there may be multiple winners.

Announcing this new direction, Michael Belluomini, City Council Member, said: "Everyone acknowledges the need for Merced to have new Welcome Signs. However it was apparent early on that some longer term thinking is necessary to effectively brand and celebrate Merced's competitive advantages as an Agriculture Powerhouse and a

Sciences Research Community. The City starts an important process of sharing information and making Merced memorable with its welcome signs and slogans."

Commenting on the City Council's role, Steven Carrigan, City Manager said "With the rapid growth of UC Merced and the State's recent commitment to support vital local infrastructure, residents, visitors and new investors all have an important role to play in making Merced a smart commercially important and culturally vibrant international city going forward. That starts with new Welcome Signs. Everyone is tremendously excited about Merced's future."

Mike Murphy, Mayor of Merced, said: "Merced has enjoyed some extraordinary attention in a very short time period. I ran for office to incrementally improve the quality of life for all Merced's people. Our first steps toward branding with welcome signs an empowered community and people will truly make Merced a distinct, attractive and progressive City in the Western United States. We're a City on the rise! We look forward to attracting and embracing new ideas, resources, leaders, and opportunities under City in the near future."

Contact

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