

FUTSAL COURT MEMORANDUM OF UNDERSTANDING

THIS FUTSOL COURT MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “Agreement,” is made and entered into this _____ day of _____, 2023 (“Effective Date”) by and between the City of Merced, a California Charter Municipal Corporation, hereinafter referred to as (“City”), and the Merced County Office of Education, hereinafter referred to as (“MCOE”), referred to collectively herein as the “Parties” and each a “Party”.

RECITALS

WHEREAS, the City has planned for the construction of a 40-acre Sports Complex at the corner of Tyler and Mission Avenues, hereinafter referred to as (“Project”) with construction commencing in April of 2023; and,

WHEREAS, the Sports Complex will include two (2) soccer/football fields, two (2) volleyball courts, two (2) tennis courts, a futsal court, a concession/restroom building, an additional restroom building, shade structures and other utilities and appurtenances; and,

WHEREAS, MCOE has committed funds in the amount of Six Hundred Fifty Thousand Dollars (\$650,000) for the construction of a futsal court at the Sports Complex as shown in Exhibit “A”; and,

WHEREAS, the City and MCOE, along with the County of Merced and Merced High School District, intend to expand the Sports Complex by jointly developing Phase 2 of the Sports Complex, as described in the Sports Complex Memorandum of Understanding.

AGREEMENT

1. **CONTRIBUTION**. MCOE agrees to pay City the sum of Six Hundred Fifty Thousand Dollars (\$650,000), with actual expenses to be invoiced on a monthly basis, for costs to construct a futsal court, as described in Exhibit “B”, within thirty (30) days of MCOE’s receipt of an invoice from City to MCOE, with the understanding the MCOE will have equal access to the Sports Complex at no charge per the Joint Use Agreement dated _____.

2. **TERM.** This Agreement shall become effective on the Effective Date, and shall terminate twelve (12) months following the Effective Date, unless sooner terminated as provided in this Agreement.

3. **TERMINATION.** Breach of Contract: Either party may immediately suspend or terminate this Agreement in whole or in part, if it is determined that either party is in breach of any of the following:

- a. An illegal or improper use of funds.
- b. A failure to comply with any terms of this Agreement.
- c. A substantially incorrect or incomplete report has been submitted.

The aggrieved party shall give written notice of such termination to the breaching party. In no event shall the continued provision of services by City constitute a waiver by City of any breach of this Agreement or any default that may then exist on the part of MCOE. Neither shall the continued provision of services by City impair or prejudice any remedy available to City with respect to the breach or default.

Upon any termination of this Agreement, City shall be compensated for all work performed pursuant to this Agreement, up to and including the date of termination.

4. **MODIFICATION.** Any modifications to this Agreement requested either by City or MCOE shall be effective and binding upon both Parties only if specifically, mutually agreed upon in writing by the Parties' respective duly authorized representatives.

5. **NOTICES.** Any and all notices between City and MCOE provided for under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

CITY

City of Merced
678 W. 18th Street
Merced, CA 95340
Attn: City Manager

MCOE

Merced County office of Education
632 W. 13th Street
Merced, CA 95341

6. **GOVERNING LAW.** The parties agree that for purposes of venue, performance under this Agreement is to be in Merced County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between CITY and MCOE with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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* * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the
_____ day of _____, 2023.

CITY OF MERCED,
a California Charter Municipal
Corporation

By: _____

Dated: _____

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO LEGAL FORM

Laurie
Avedisian-
By: **Favini** _____
Digitally signed by: Laurie
Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.04.06 13:22:36 -07'00'

Dated: 4/6/23

{Signatures continued on next page}

MERCED COUNTY OFFICE OF
EDUCATION

By: _____

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO LEGAL FORM

By: _____

Dated: _____

Exhibit “A”



Exhibit "B"

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
A. Grading, Demolition, and Site Preparation					
1	Site Grading (Mass/Fine)	SF	33,767	\$2.90	\$97,924.30
SUB-TOTAL					\$97,924.30
C. Site Electrical					
1	Parking Lot Light Pole - 4 head	EA	2	\$12,000.00	\$24,000.00
2	Parking Lot Light Pole - Single head	EA	2	\$7,500.00	\$15,000.00
3	Pedestrian Light Poles	EA	3	\$11,000.00	\$33,000.00
SUB-TOTAL					\$72,000.00
B. Flatwork, Surfacing, and Walls					
1	Concrete Flatwork - Site Finish 'A'	SF	19,723	\$8.60	\$256,399.00
2	Asphalt Parking Lot (3" Asphalt / 12" FDR) with striping - Site Finish 'B'	SF	11,613	\$3.12	\$36,232.56
3	Plexipave Surfacing Futsal Court Field - Site Finish 'H'	SF	9,695	\$2.00	\$19,390.00
4	Plexipave Surfacing Futsal Court Striping - Site Finish 'I'	LF	629	\$2.00	\$1,258.00
5	Futsal Court Striping - Site Feature '44'	LF	629	\$2.00	\$1,258.00
SUB-TOTAL					\$314,537.56
C. Site Features and Fencing					
1	Bench - Site Feature '11'	EA	2	\$2,200.00	\$4,400.00
2	Drinking Fountain with Dog Bowl and Drain Sump - Site Feature '12'	EA	1	\$9,500.00	\$9,500.00
3	Restroom/Concessions Building - Site Feature '17'	EA	0.075	\$460,000.00	\$34,500.00
4	Restroom Building - Site Feature '27'	EA	0.075	\$200,000.00	\$15,000.00
5	Chain Link Fence at Futsal Court - Site Feature '34'	LF	280	\$111.00	\$31,080.00
6	Chain Link Gates At Futsal Court - Site Feature '35'	EA	2	\$4,600.00	\$9,200.00
7	Decorative Fence at Futsal Court - Site Feature '36'	LF	140	\$229.00	\$32,060.00
8	Doggie-Pot Waste Station - Site Feature '49'	EA	1	\$1,100.00	\$1,100.00
9	Futsal Goal and Net - Site Feature '54'	EA	2	\$2,800.00	\$5,600.00
SUB-TOTAL					\$142,440.00
D. Planting					
1	Soil Conditioning & Amendments	SF	2,431	\$0.25	\$607.75
2	1-Gallon Shrubs	EA	117	\$12.00	\$1,404.00
3	24" Box Trees	EA	7	\$650.00	\$4,550.00
4	Root Barriers	LF	100	\$9.00	\$900.00
5	Top Dressing - Decorative Bark Mulch	SF	2,431	\$0.45	\$1,093.95
6	180 Day Maintenance Establishment Period	SF	2,431	\$0.18	\$437.58
SUB-TOTAL					\$8,993.28
E. Irrigation					
1	Irrigation System	SF	2,431	\$1.00	\$2,431.00
SUB-TOTAL					\$2,431.00
CONSTRUCTION SUBTOTAL					\$638,326.14
Contingency approx 2%					\$11,673.86
Total					\$650,000.00