RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE CITY OF MODESTO; AND RESCINDING RESOLUTION NO. 2016-380

WHEREAS, pursuant to Government Code Section 87300, every local agency must adopt a Conflict of Interest Code; and

WHEREAS, the City Clerk is authorized to maintain a current list of the City agencies/ departments which have adopted a Conflict of Interest Code; and

WHEREAS, the Political Reform act requires every local government agency to review its Conflict of Interest Code on a biennial basis to determine if it is accurate or, alternatively, the need for amendment; and

WHEREAS, pursuant to Government Code Section 82011, the Council is the Conflict of Interest Code reviewing body for agencies, boards, and commissions of the City of Modesto; and

WHEREAS, the Safer Neighborhoods Community Advisory Board and the City of Modesto Redevelopment Successor Agency Oversight Board have been disbanded, and accordingly, have been removed from the Amended Conflict of Interest Code for the City of Modesto; and

WHEREAS, the Citizens’ Transportation Sales Tax Commission, the Districting Commission, and the Citizens’ Salary Setting Commission have been added to the Amended Conflict of Interest Code for the City of Modesto; and

WHEREAS, the Council, at its meeting of September 11, 2018, considered the adoption of the Amended Conflict of Interest Code for the City of Modesto.
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby adopts the Amended Conflict of Interest Code for the City of Modesto attached hereto.

BE IT FURTHER RESOLVED that Resolution No. 2016-380, adopted by the City Council is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: [Signature]

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
City of Modesto
Disclosure Categories
Appendix “B”

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) **FULL DISCLOSURE**

Group 2: Designated employees in this group shall report all business positions, all investments, income, loans or gifts from individuals or businesses from business entities located in or doing business within the jurisdiction. **FULL DISCLOSURE W/OUT PROPERTY**

Group 3: Designated employees in this group shall report interests in real property located within the jurisdiction or within two miles of the boundaries or the jurisdiction or within two miles of any land owned or used by the agency. **PROPERTY ONLY**

Group 4: Designated employees in this group shall report interest in real property, investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which engage in land development, construction, or the acquisition or sale of real property. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) **COMMUNITY & ECONOMIC DEVELOPMENT**

Group 5: Designated employees in this group shall report investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which manufacture, sell or design data processing equipment or related services of the type used by the designated employees department or division. **FINANCE**

Group 6: Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which manufacture or sell fire-related equipment or parts of the type used by the designated employees department or division. **FIRE**

Group 7: Designated employees in this group shall report investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which manufacture, sell or design data processing equipment or related services of the type used by the designated employees department or division. **INFORMATION TECHNOLOGY**
**Group 8:** Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources within the jurisdiction which manufacture, sell or supply equipment, including but not limited to horticulture, construction, craft, office and safety supplies and/or equipment of the type used by the designated employees department or division. *PARKS RECREATION & NEIGHBORHOODS / PUBLIC WORKS / UTILITIES DEPARTMENTS*

**Group 9:** Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which are involved in healthcare or vocational rehabilitation of the type used by the designated employees department or division. *HUMAN RESOURCES*

**Group 10:** Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which sell, manufacture, or distribute equipment and supplies for office, personnel or vehicles of the type used by the designated employees department or division. *POLICE*

*Consultants* shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code (Group 1) subject to the following limitation:

*The City Manager, or his or her designee, may determine in writing that a particular consultant, although a “designated position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon the description, a statement of the extent of disclosure requirements. The City Manager’s, or his or her designee, determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.*

**Statutory Required Filers:**

The following positions are not covered by this conflict of interest code because those individuals holding these positions must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

- Mayor
- Council Members
- City Manager
- City Attorney
- Planning Commissioners
- Treasurer/Finance Director
CONFLICT OF INTEREST CODE

OF THE

CITIZENS’ TRANSPORTATION SALES TAX COMMISSION

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Citizens’ Transportation Sales Tax Commission.

Designated employees/members shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Office of the City Clerk.
CITIZENS’ TRANSPORTATION SALES TAX COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "A"

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
CITIZENS’ SALARY SETTING COMMISSION
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Citizens’ Salary Setting Commission.

Designated employees/members shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Office of the City Clerk.
CITIZENS' SALARY SETTING COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "A"

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Districting Commission.

Designated employees/members shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>

2018
DISTRICTING COMMISSION

CONFLICT OF INTEREST CODE

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Board of Building Appeals.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will retained by the Office of the City Clerk.
## Designated Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant City Attorney</td>
<td>1</td>
</tr>
<tr>
<td>City Attorney</td>
<td>Statutory Filer</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Deputy City Attorney I, II</td>
<td>1</td>
</tr>
<tr>
<td>Senior Deputy City Attorney I, II</td>
<td>1</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>1</td>
</tr>
<tr>
<td>Paralegal I, II / EEO Investigator</td>
<td>1</td>
</tr>
<tr>
<td>Designated Positions</td>
<td>Disclosure Category</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Auditor</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Designated Positions</td>
<td>Disclosure Category</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Assistant City Clerk</td>
<td>1</td>
</tr>
<tr>
<td>City Clerk</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
## Designated Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager</td>
<td>Statutory Filer</td>
</tr>
<tr>
<td>Deputy City Manager (2)</td>
<td>1</td>
</tr>
<tr>
<td>Budget Manager</td>
<td>1</td>
</tr>
<tr>
<td>Consultant(s)</td>
<td>1</td>
</tr>
<tr>
<td>Community and Media Relations Officer</td>
<td>1</td>
</tr>
<tr>
<td>Public Information Coordinator</td>
<td></td>
</tr>
<tr>
<td>Administrative Analyst I, II</td>
<td>1</td>
</tr>
</tbody>
</table>

2018
### Designated Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Analyst I, II</td>
<td>4</td>
</tr>
<tr>
<td>Administrative Services Technician I, II</td>
<td>4</td>
</tr>
<tr>
<td>Assistant Civil Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Associate Civil Engineer/Assistant Chief Building Official</td>
<td>4</td>
</tr>
<tr>
<td>Assistant City Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>4</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>4</td>
</tr>
<tr>
<td>Building Inspection Program Coordinator/Supervisor</td>
<td>4</td>
</tr>
<tr>
<td>Building Inspector I, II</td>
<td>4</td>
</tr>
<tr>
<td>Building Safety Program Coordinator</td>
<td>4</td>
</tr>
<tr>
<td>Business Analyst</td>
<td>4</td>
</tr>
<tr>
<td>Business Center Manager</td>
<td>4</td>
</tr>
<tr>
<td>Chief Building Official</td>
<td>4</td>
</tr>
<tr>
<td>City Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Code Enforcement Officer, I, II</td>
<td>4</td>
</tr>
<tr>
<td>Cultural Services Manager</td>
<td>4</td>
</tr>
<tr>
<td>Community Development Program Specialist I/II</td>
<td>4</td>
</tr>
<tr>
<td>Community Development Manager</td>
<td>4</td>
</tr>
<tr>
<td>Consultant</td>
<td>4</td>
</tr>
<tr>
<td>Development Services Technician I, II</td>
<td>4</td>
</tr>
<tr>
<td>Director of Community &amp; Economic Development</td>
<td>4</td>
</tr>
<tr>
<td>Economic Development Marketing Specialist</td>
<td>4</td>
</tr>
<tr>
<td>Engineering Assistant I/II</td>
<td>4</td>
</tr>
<tr>
<td>Environmental Review Specialist</td>
<td>4</td>
</tr>
<tr>
<td>Environmental Compliance Inspector I, II</td>
<td>4</td>
</tr>
<tr>
<td>Position</td>
<td>Page</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Event Coordinator</td>
<td>4</td>
</tr>
<tr>
<td>Event Supervisor</td>
<td>4</td>
</tr>
<tr>
<td>Homeless Management Information System Coordinator</td>
<td>4</td>
</tr>
<tr>
<td>Homeless Management Information System Technician</td>
<td>4</td>
</tr>
<tr>
<td>Office Supervisor</td>
<td>4</td>
</tr>
<tr>
<td>Plans Examiner</td>
<td>4</td>
</tr>
<tr>
<td>Planning Manager</td>
<td>4</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>4</td>
</tr>
<tr>
<td>Senior Building Inspector</td>
<td>4</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>4</td>
</tr>
<tr>
<td>Senior Transportation Planner</td>
<td>4</td>
</tr>
<tr>
<td>Senior Business Analyst</td>
<td>4</td>
</tr>
<tr>
<td>IFP Supervisor</td>
<td>4</td>
</tr>
<tr>
<td>Senior Community Development Program Specialist</td>
<td>4</td>
</tr>
<tr>
<td>Housing and Urban Development Supervisor</td>
<td>4</td>
</tr>
<tr>
<td>Housing Financial Specialist</td>
<td>4</td>
</tr>
<tr>
<td>Housing Rehabilitation Specialist I/II</td>
<td>4</td>
</tr>
<tr>
<td>Neighborhood Preservation Unit Supervisor</td>
<td>4</td>
</tr>
</tbody>
</table>
### Designated Employee Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Accountant</td>
<td>1</td>
</tr>
<tr>
<td>Accounting Manager</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Buyer (Purchasing Division)</td>
<td>1</td>
</tr>
<tr>
<td>Buyer/Senior Buyer</td>
<td>1</td>
</tr>
<tr>
<td>Customer Services Supervisor (2)</td>
<td>5</td>
</tr>
<tr>
<td>Customer Services Manager</td>
<td>1</td>
</tr>
<tr>
<td>Director of Finance</td>
<td></td>
</tr>
<tr>
<td>Budget Manager</td>
<td>3</td>
</tr>
<tr>
<td>Purchasing Manager</td>
<td>1</td>
</tr>
<tr>
<td>Stores Supervisor</td>
<td>5</td>
</tr>
<tr>
<td>Consultants</td>
<td>1</td>
</tr>
<tr>
<td>Senior Financial Analyst</td>
<td>5</td>
</tr>
</tbody>
</table>
**Designated Positions** | **Disclosure Category**
--- | ---
Administrative Analyst | 6
Apparatus Committee Members | 6
Consultant | 6
Deputy Fire Marshal | 6
Fire Battalion Chief | 6
Fire Chief | 1
Fire Division Chief - Operations | 6
Fire Division Chief - Fire Marshal | 6
Fire Division Chief - Support | 6
Senior Administrative Office Assistant | 6
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk and Loss Control Coordinator</td>
<td>9</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Human Resources Director</td>
<td>1</td>
</tr>
<tr>
<td>Risk Manager</td>
<td>9</td>
</tr>
<tr>
<td>Employee-Benefits Manager</td>
<td>9</td>
</tr>
<tr>
<td>Employee Relations Coordinator</td>
<td>9</td>
</tr>
<tr>
<td>Human Resources Manager</td>
<td>9</td>
</tr>
<tr>
<td>Administrative Services Officer</td>
<td>9</td>
</tr>
<tr>
<td>Organizational Development Coordinator</td>
<td>9</td>
</tr>
</tbody>
</table>
### Designated Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Information Officer</td>
<td>1</td>
</tr>
<tr>
<td>Information Technology Manager</td>
<td>7</td>
</tr>
<tr>
<td>Principal Software Analyst</td>
<td>7</td>
</tr>
<tr>
<td>Senior Software Analyst</td>
<td>7</td>
</tr>
<tr>
<td>Principal Systems Engineer</td>
<td>7</td>
</tr>
<tr>
<td>Senior Systems Engineer</td>
<td>7</td>
</tr>
<tr>
<td>Principal Information Technology Administrator</td>
<td>7</td>
</tr>
</tbody>
</table>
### Designated Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Parks, Recreation and Neighborhoods</td>
<td>1</td>
</tr>
<tr>
<td>Recreation and Neighborhoods Services Manager</td>
<td>8</td>
</tr>
<tr>
<td>Administrative Analyst II</td>
<td>8</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Deputy Director—Recreation and Neighborhood Services</td>
<td>8</td>
</tr>
<tr>
<td>Parks Planning Project Coordinator and Development Manager</td>
<td>8</td>
</tr>
<tr>
<td>Parks Planning Project Coordinator</td>
<td>8</td>
</tr>
<tr>
<td>Cultural Services Manager</td>
<td>8</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>8</td>
</tr>
<tr>
<td>Recreation-Program Manager</td>
<td>8</td>
</tr>
<tr>
<td>Recreation Supervisor II</td>
<td>8</td>
</tr>
<tr>
<td>Parks Recreation Services Manager</td>
<td>1</td>
</tr>
<tr>
<td>Parks Planning Manager</td>
<td>8</td>
</tr>
<tr>
<td>Office Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Event Coordinator</td>
<td>8</td>
</tr>
<tr>
<td>Event Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Operations Supervisor</td>
<td>8</td>
</tr>
</tbody>
</table>
### POLICE DEPARTMENT
### CONFLICT OF INTEREST CODE
### APPENDIX "A"

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Business Services Analyst</td>
<td>10</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>1</td>
</tr>
<tr>
<td>Police Captain (3)</td>
<td>10</td>
</tr>
<tr>
<td>Police Lieutenant (8)</td>
<td>10</td>
</tr>
<tr>
<td>Assistant Police Chief</td>
<td>10</td>
</tr>
<tr>
<td>Police Civilian Manager</td>
<td>10</td>
</tr>
<tr>
<td>Designated Positions</td>
<td>Disclosure Category</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Administrative Analyst II</td>
<td>8</td>
</tr>
<tr>
<td>Administrative Services Technician I, II</td>
<td>1</td>
</tr>
<tr>
<td>Airport Manager</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>8</td>
</tr>
<tr>
<td>Code Enforcement Officer I, II</td>
<td>1</td>
</tr>
<tr>
<td>Code Enforcement Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Compost Facility Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Facilities Manager</td>
<td>1</td>
</tr>
<tr>
<td>Fleet Manager</td>
<td>8</td>
</tr>
<tr>
<td>Integrated Waste Specialist Program Manager</td>
<td>8</td>
</tr>
<tr>
<td>Director of Public Works</td>
<td>1</td>
</tr>
<tr>
<td>Operations &amp; Maintenance Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Operations Manager - Parks</td>
<td>4</td>
</tr>
<tr>
<td>Operations Manager - Streets/Airport/Fleet</td>
<td>1</td>
</tr>
<tr>
<td>Operations Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Parking Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Recycling Program Coordinator</td>
<td>8</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>8</td>
</tr>
<tr>
<td>Solid Waste Enforcement Officer</td>
<td>8</td>
</tr>
<tr>
<td>Solid Waste Program Manager</td>
<td>8</td>
</tr>
<tr>
<td>Streets Manager</td>
<td>8</td>
</tr>
<tr>
<td>Traffic Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Traffic Operations Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Transit Manager</td>
<td>1</td>
</tr>
<tr>
<td>Designated Positions</td>
<td>Disclosure Category</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Administrative Analyst II</td>
<td>8</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>8</td>
</tr>
<tr>
<td>Associate Land Surveyor</td>
<td>8</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>8</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Director of Utilities</td>
<td>1</td>
</tr>
<tr>
<td>Engineering Division Manager</td>
<td>1</td>
</tr>
<tr>
<td>Environmental Compliance Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Environmental &amp; Water Quality Laboratory Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Environmental &amp; Regulatory Compliance Manager</td>
<td>1</td>
</tr>
<tr>
<td>Property Agent</td>
<td>1</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Senior Construction Inspector</td>
<td>8</td>
</tr>
<tr>
<td>Supervising Construction Inspector</td>
<td>8</td>
</tr>
<tr>
<td>Wastewater Collections Manager</td>
<td>1</td>
</tr>
<tr>
<td>Wastewater Collection System Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Water Quality Control Plant Maintenance Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Water Quality Control Operations Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Water Quality Control Plant Manager</td>
<td>1</td>
</tr>
<tr>
<td>Water Distribution and Production Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>Water Systems Manager</td>
<td>1</td>
</tr>
<tr>
<td>Sr. Land Surveyor</td>
<td>8</td>
</tr>
<tr>
<td>Water Operations Superintendent</td>
<td>1</td>
</tr>
<tr>
<td>Plant Maintenance Superintendent</td>
<td>1</td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST CODE
OF THE
BOARD OF BUILDING APPEALS
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Board of Building Appeals.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
BOARD OF BUILDING APPEALS  
CONFLICT OF INTEREST CODE  
APPENDIX "A"

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.)
CONFLICT OF INTEREST CODE

OF THE

BOARD OF ZONING ADJUSTMENT

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Board of Zoning Adjustment.

Designated employees and officials shall file their statements with the Office of the City Clerk who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
CITIZENS HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Citizens Housing and Community Development Committee.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
## Designated Positions

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Committee Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
CITIZENS' SALARY SETTING COMMISSION
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Citizens' Salary Setting Commission.

Designated employees/members shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Office of the City Clerk.
CITIZENS' SALARY SETTING COMMISSION

CONFLICT OF INTEREST CODE

APPENDIX "A"

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
CITIZENS' SALARY SETTING COMMISSION

CONFLICT OF INTEREST CODE

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.

2018
CONFLICT OF INTEREST CODE
OF THE
CITIZENS' TRANSPORTATION SALES TAX COMMISSION
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state
and local government agencies to adopt and promulgate conflict of interest codes. The
18730) which contains the terms of a standard conflict of interest code. After public
notice and hearing it may be amended by the Fair Political Practices Commission to
conform to amendments in the Political Reform Act. Therefore, the terms of 2
California Code of Regulations Section 18730 and any amendments to it duly adopted
by the Fair Political Practices Commission are hereby incorporated by reference. This
regulation and the attached Appendix designating officials and employees and
establishing disclosure categories, shall constitute the conflict of interest code of the
Citizens' Transportation Sales Tax Commission.

Designated employees/members shall file their statements with the Office of the
City Clerk which will make the statements available for public inspection and
reproduction. (Gov. Code Section 81008). Statements for all designated
employees/members will be retained by the Office of the City Clerk.

2018
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Disabled Assess Appeals Board.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be “within the jurisdiction” if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE

OF THE

DISTRICTING COMMISSION

OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Districting Commission.

Designated employees/members shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees/members will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Board Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee’s position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be “within the jurisdiction” if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
ENTERTAINMENT COMMISSION
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Entertainment Commission.

Designated employees shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Committee Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group 1: Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
CONFLICT OF INTEREST CODE
OF THE
HOUSING REHABILITATION LOAN COMMITTEE
OF THE CITY OF MODESTO

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Housing Rehabilitation Loan Committee.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Committee Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
Housing Rehabilitation Loan Committee

Conflict of Interest Code

Exhibit "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Landmark Preservation Commission.

Designated employees and officials shall file their statements with the Office of the City Clerk which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated officials will be retained by the Office of the City Clerk.
<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairperson, All Committee Members</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
</tr>
</tbody>
</table>
LANDMARK PRESERVATION COMMISSION

CONFLICT OF INTEREST CODE

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income, or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of his or her position.

Group 1: Individuals in this group shall report all business positions, all investments, interests in real property, income, loans or gifts from individuals or businesses - Schedules A, B, C, D, E and F - from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.) A consultant designated under this category is required to file their economic disclosure form with the Clerk at the beginning and at the end of their contract term.
RESOLUTION ACCEPTING A DONATION OF UP TO 12 LUCAS CHEST COMPRESSION DEVICES FROM THE MOUNTAIN-VALLEY EMS AGENCY SYSTEM ENHANCEMENT FUNDS

WHEREAS, the LUCAS Chest Compression device has been utilized within Stanislaus County as a pilot study, which began on November 1, 2017, by the Modesto Fire Department and Stanislaus Consolidated Fire Protection District, and

WHEREAS, the LUCAS device is designed to help improve outcomes for sudden cardiac arrest victims and improve operations for medical responders, and

WHEREAS, Modesto Fire has utilized the device on a total of 26 cardiac arrest calls and is stored on Engine 1 and Engine 5, and

WHEREAS, a request from the Mountain Valley Emergency Medical Services Agency to purchase LUCAS Chest Compression devices was approved by the Emergency Medical Services Committee (EMSC) and brought before the Stanislaus County Board of Supervisors on July 31, 2018 for their approval to utilize system enhancement funds for the purchase of 50 LUCAS Chest Compression devices for use by all public fire agencies and hospital district ambulance providers, and

WHEREAS, the request was approved unanimously, and

WHEREAS, the acceptance of a donation of up to 12 LUCAS devices would be an immediate infusion of life-saving equipment into the Modesto Fire Department valued at more than $200,000, and

WHEREAS, this would provide a better service to our citizens as each of our apparatus would then carry a LUCAS device for use when responding to a cardiac event.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto
that it hereby accepts a donation of up to 12 LUCAS Chest Compression devices from the Mountain-Valley EMS Agency system enhancement funds.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: 

STEFHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING LEGAL SERVICES AGREEMENTS WITH THE LAW OFFICE OF TERRY ROEMER, OAKLAND, CA; SHAW LAW GROUP, PC, SACRAMENTO, CA; AND AMY OPPENHEIMER, BERKELEY, CA TO CONDUCT CITYWIDE ADMINISTRATIVE INVESTIGATIONS ON AN AS NEEDED BASIS AND CONSULTANT AGREEMENTS WITH ROBERT SARHAD INVESTIGATIONS, TURLOCK, CA; ARMISTEAD RESEARCH AND INVESTIGATIONS, PINOLE, CA; DAVE YOUNG AND ASSOCIATES, HUGHSON, CA, MUNICIPAL RESOURCE GROUP, LLC, WILTON, CA AND DR ASSOCIATES INTERNATIONAL, DAVIS, CA, FOR CONDUCTING CITYWIDE ADMINISTRATIVE INVESTIGATIONS ON AN AS NEEDED BASIS, FOR TWO YEAR AGREEMENTS IN AN AMOUNT NOT TO EXCEED $100,000 EACH, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS

WHEREAS, the City conducts internal and external administrative investigations into possible employee misconduct that may lead to discipline, and

WHEREAS, investigations range in complexity and include comprehensive interviews of witnesses and potential subjects of the alleged wrong-doing and the interviewer must comply with various legal standards, and

WHEREAS, the City has utilized the services of outside agencies to conduct some of their administrative investigations, and

WHEREAS, with approval from the City Manager, the Human Resources Department sent out a Request for Proposals (RFP) for confidential administrative investigative services, and

WHEREAS, in partnership with the City Attorney’s Office, all proposals have been reviewed and staff recommends contracts with multiple investigative firms, affording the City the specialized expertise needed to address the various investigative issues that arise during the term of these agreements, and
WHEREAS, the selection for vendors conforms to Modesto Municipal Code 8-3.204 (a) as they are providing professional legal services.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Modesto hereby approves Legal Services Agreements with the Law Office of Terry Roemer, Oakland, CA; Shaw Law Group, PC, Sacramento, CA; and Amy Oppenheimer, Berkeley, CA to conduct citywide Administrative Investigations on an as needed basis and Consultant Agreements with Robert Sarhad Investigations, Turlock, CA; Armistead Research and Investigations, Pinole, CA; Dave Young and Associates, Hughson, CA, Municipal Resource Group, LLC, Wilton, CA and DR Associates International, Davis, CA, for conducting citywide Administrative Investigations on an as needed basis, for two year agreements in an amount not to exceed $100,000 each, as provided in Exhibit A attached hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to Exhibit A.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute the contracts in a form approved by the City Attorney.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

**AYES:** Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

**NOES:** Councilmembers: None

**ABSENT:** Councilmembers: Zoslocki

ATTEST:  
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this “Agreement”) is made and entered into on the ___ day of ____, 2018 (“Effective Date”), by and between the CITY OF MODESTO, a California Municipal Corporation (“CITY”), located at 1010 Tenth Street, Sixth Floor, Modesto, California 95353 and AMY OPPENHEIMER, (“Attorney”), located at 1442 A Walnut Street, #234, Berkeley, California 94709. City and Attorney are hereinafter collectively referred to as the “Parties,” and singularly as a “Party.”

RECITALS

WHEREAS, City desires to obtain Attorney’s services for legal advice, representation and assistance on matters involving personnel and administrative investigations; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement.

NOW, THEREFORE it is hereby agreed as follows:

1. Services.
   a. **Scope of Work:** Subject to the terms and conditions set forth in this Agreement, Attorney shall provide to City the following services (“Services”):

      Personnel and Administrative Investigations

      Attorney shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Attorney notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Attorney estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

   b. **Term:** This Agreement shall become effective on the Effective Date, and shall continue for a two year term to September 11, 2020 unless sooner terminated as provided in Section 7.

2. Fees and Costs.
   a. **Hourly Rates:**
Amy Oppenheimer & Lisa Brewer $380 per hour
Caroline Schuyler, Christina Ro-Connolly, & David Marek $330 per hour
Alezah Trigueros, Zaneta Butsher Seidel, & Dave Stallard $280 per hour
Writer/Editor $180 per hour
Paralegal $120 per hour

The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (hereafter the "Services"), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed an amount of one hundred thousand dollars ($100,000).

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls. Litigation costs and expenses for statutory fees, witness fees, reporters’ per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by Attorney and reimbursed by City. Expert consultants and witnesses may be retained by Attorney on terms acceptable to City, approved in advance by email or letter by the City Representative (as defined hereafter), in which case City shall reimburse Attorney or pay such consultants or experts directly.

c. **Billing:**

i. Legal billings shall be submitted to City every thirty (30) days unless otherwise advised. Bills shall be submitted to:

City Attorney
1010 Tenth Street, Suite 6300
Modesto, CA 95354

ii. Each task shall be distinctly and completely identified. In litigation matters, such as this, City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.

iii. Costs under $1,000.00 shall be paid by Attorney and submitted with their normal billing.

iv. City reserves the right to audit all invoices.

v. Payments to Attorney shall be made within a reasonable time after receipt
of Attorney's invoice, generally within sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

vi. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:

(1) City expects each individual working on the matter for which Attorney is retained to have the necessary experience to perform the services required to protect or pursue City’s interests in the matter in a cost effective manner, consistent with high professional and ethical standards.

(2) City expects Attorney to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by City based on rate adjustments for the appropriate level of personnel.

(3) City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. City will pay the hourly rate for specific legal research which is unique to the matter, assuming that Attorney has used maximum efficiencies and that Attorney has not already recently performed research in the same or very similar areas of law.

(4) City acknowledges the benefit of communications between attorneys in the firm. City does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. City will not pay for conferences which are supervisory, instructional or administrative. Any invoice which lists an intra-office conference that does not meet these guidelines must contain a full explanation and is subject to reduction by City. City will not pay for “team meetings” and City will scrutinize all intra-office conferences for “value added” to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in City's sole discretion, determine if such value has been added.

(5) City will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings,
conferences with Clerks of court or court reporters, proofreading, re-drafting due to substandard work, or opening, organizing or closing files. City will not pay for time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by City in advance.

(6) Vague billing which does not contain sufficient information to allow City’s reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by City.

(7) City will not reimburse for overtime, word processing, supplies, anything identified on an invoice as “miscellaneous,” or any other unidentified charges.

d. Budget:

i. Within ten (10) days of the Effective Date, Attorney shall provide City with a proposed budget for the Services to be rendered pursuant to this Agreement. If Services involve tasks that have not yet been assigned by City, Attorney shall provide City with a proposed budget for all assigned new tasks with ten (10) days of receiving written notice from the City assigning Attorney the new task. Total compensation for all tasks under this Agreement shall not exceed the total compensation under Section 2 of this Agreement. The budget shall include all projected fees and costs to be incurred by Attorney and necessary for completion of the Services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as reasonable possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that are anticipated to be performing the task. Any deviation from the budget in excess of ten percent (10%), must be approved in advance by the City Attorney or designee. Notwithstanding the foregoing, Should it become reasonably apparent to Attorney that the actual billings will exceed Attorney’s initial estimate of anticipated legal costs and fees, Attorney shall immediately notify City thereof in advance and shall submit a revised written estimate for City’s approval.
3. **Reporting.**

a. Attorney shall provide City with a preliminary status report and evaluation within thirty (30) days of the Effective Date and the assignment of such task which report shall include an evaluation of the likelihood the City will prevail, the total exposure to the City if it loses, major strengths and weaknesses in the City’s defense, and a budget of the anticipated total costs and fees for Attorney and experts through trial. Thereafter, Attorney shall provide a status update to the City representative, as defined in Section 4, every sixty (60) days on any matter under this Agreement.

b. Attorney shall provide to City representative an electronic version of all agreement, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney’s office.

c. In the event that Attorney’s handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney’s plan for further handling of the matter, and the estimated length of time to conclude the matter.

4. **City Representative.** The City Attorney, or the City Attorney’s designee, shall be the “City Representative” under this Agreement and shall administer this Agreement for City, including any payments hereunder. All Attorney questions pertaining to this Agreement shall be referred to the City Representative or the Representative’s designee.

5. **Insurance Requirements.** During the entire term of this Agreement, Attorney shall maintain the following insurance:

a. **Minimum Scope of Insurance:** Coverage should be at least as broad as:

i. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

ii. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code “any auto”);

iii. Workers’ Compensation as required by the Labor Code of the State of California, and Employers’ Liability Insurance:

iv. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.
b. **Minimum Limits of Insurance**: Attorney shall maintain limits no less than:

i. **Commercial General Liability**: $1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.

ii. **Automobile Liability**: $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

iii. **Workers' Compensation and Employers' Liability**: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

iv. **Professional Liability (Errors and Omissions)**: $2,000,000 combined single limit per occurrence.

c. **Deductibles and Self-Insured Retentions**: Any deductibles or self-insured retentions must be declared to and approved by the City.

d. **Other Insurance Provisions**: The policies are to contain, or be endorsed to contain, the following provisions:

i. **General Liability and Automobile Liability Coverages**:

   (1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that Attorney's insurance shall be primary and any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Attorney's insurance and shall not contribute with it.

   (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

   (3) Coverage shall state that Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. **All Coverages**:

   (1) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City.
addition, Attorney agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City and City approves the reduction in coverage or limits. Attorney further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

(2) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Attorney shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance prior to City’s execution of this Agreement.

e. **Acceptability of Insurers:** Insurance shall be placed with insurers with a Bests’ rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

f. **Verification of Coverage:** Attorney shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by City. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City Representative.

g. **Payment Withhold:** City shall withhold payments to Attorney if the certificates of insurance and endorsements required in this section are canceled or Attorney otherwise ceases to be insured as required herein.

6. **Indemnification.**

a. **Indemnity:** Attorney shall fully indemnify and save harmless, City, its officers and employees, including without limitation the City Attorney, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City’s
staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Attorney, and whether or not such Liabilities are litigated, settled or reduced to judgment.

b. **Obligation to Defend:** Attorney shall, upon City’s request, defend at Attorney’s sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its sub-attorneys, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

c. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City’s rights under this section, nor shall the limits of such insurance limit the liability of Attorney hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of City Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Termination.**

a. **By City.** City may terminate this Agreement at any time by written notice. After receiving such notice, Attorney will cease providing services. Attorney will cooperate with City in the orderly transfer of all related files and records to your new counsel.

b. **By Attorney.** Attorney may terminate this Agreement at any time with City’s consent or for good cause. Attorney may terminate this Agreement for any reason by giving to City Attorney not less than sixty (60) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination. Good cause exists if (a) any statement is not paid within ninety (90) days of its receipt; (b) City fails to meet any other obligation under this Agreement and continues in that failure for 15 days after Attorney sends written notice to City; (c) City has misrepresented or failed to disclose material facts to Attorney, refused to cooperate with Attorney, refused to follow Attorney’s advice on a material matter, or otherwise made Attorney’s representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal
profession mandate or permit termination, including situations where a conflict of interest arises. If Attorney terminates Services, City agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of this Agreement, whether by City or by Attorney, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

8. **General Provisions.**

a. **Independent Contractor.**

i. It is understood and agreed that Attorney (including Attorney’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Attorney nor Attorney’s assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Attorney under the provisions of this Agreement, and Attorney shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, Attorney hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Attorney’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.

ii. It is further understood and agreed by the Parties hereto that Attorney, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Attorney for accomplishing such results. To the extent that Attorney obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Attorney’s sole discretion based on the Attorney’s determination that such use will promote Attorney’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Attorney use City facilities, equipment or support services or work in City locations in the performance of this Agreement.
iii. If, in the performance of this Agreement, any third persons are employed by Attorney, such persons shall be entirely and exclusively under the direction, supervision, and control of Attorney. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Attorney. It is further understood and agreed that Attorney shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Attorney’s assigned personnel and subcontractors.

b. Licenses; Permits, Etc.: Attorney represents and warrants that Attorney has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Attorney to practice its profession or provide any services under the Agreement.

Attorney’s Initial

Attorney represents and warrants that Attorney shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Attorney to practice its profession or provide such Services. Without limiting the generality of the foregoing, if Attorney is an out-of-state corporation, Attorney warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

c. Conflicts of Interest. Attorney represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with Attorney’s performance of this Agreement, and that no such conflict of interest exists. Attorney shall indemnify and hold harmless City from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. Attorney agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

d. Confidentiality of City Information. Attorney understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Attorney may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Attorney agree that all information disclosed by City to Attorney shall be held in confidence and used only in performance of the
services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

e. **Publicity.** The City Representative shall serve as the point of contact for press information regarding all matters performed by Attorney under this Agreement. If any publicity is generated by the subject matter of this representation, Attorney will consult with and obtain approval of the City Representative before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

f. **Disqualification of Judges.** At the option of the City Attorney, judges may be disqualified from hearing City litigation, and Attorney shall adhere to such decision of the City Attorney. In the event that Attorney is of the opinion that a judge ought to be disqualified, the City Attorney must be consulted in advance by Attorney, and Attorney must obtain the City Attorney’s written consent to such disqualification.

g. **Equal Employment Opportunity.** During the performance of this Agreement, Attorney, for itself, its assignees and successors in interest, agrees as follows:

i. **Compliance With Regulations:** Attorney shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations.”

   ii. **Nondiscrimination:** Attorney, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Attorney shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

h. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

i. **Waiver.** Neither City acceptance of, or payment for, any Service or Additional Service performed by Attorney, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
j. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Stanislaus County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

k. **Attorneys' Fees.** In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys' fees.

l. **Assignment Prohibited.** The expertise and experience of Attorney are material considerations for this Agreement. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Attorney under this Agreement. In recognition of this interest, Attorney shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

m. **Notice.** Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To: City of Modesto:  
Attention: City Attorney  
Contact Information:  
1010 Tenth Street, 6th Floor  
Modesto, CA 95353  
Phone: (209) 577-5288  

To: Attorney:  
Attention: Amy Oppenheimer  
Contact Information:  
1442A Walnut Street, #234  
Berkeley, CA 94709  
Phone: (510) 393-4212

9. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Attorney, and by City, in accordance with applicable provision of the Modesto City Code.

10. **Authority.** The person signing this Agreement for Attorney hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Attorney and
to bind Attorney to the performance of its obligations hereunder.

11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**CITY OF MODESTO,**
A Municipal Corporation

By:________________________________________

Print name: Joseph P. Lopez

Title: City Manager

APPROVED TO AS FORM:

__________________________________________
Adam U. Lindgren, City Attorney

ATTEST:

__________________________________________
Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]
ATTORNEY:
AMY OPPENHEIMER

Federal I.D. No.

State I.D. No.


TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other *(please specify: ___________________)*

Signature of Authorized Person

Title

Additional Signature *(if required)*

Title
LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this “Agreement”) is made and entered into on the ___ day of ____, 2018 (“Effective Date”), by and between the CITY OF MODESTO, a California Municipal Corporation (“CITY”), located at 1010 Tenth Street, Sixth Floor, Modesto, California 95353 and SHAW LAW GROUP, PC, (“Attorney”), located at 425 University Avenue, Suite 200, Sacramento, California 95825. City and Attorney are hereinafter collectively referred to as the “Parties,” and singularly as a “Party.”

RECITALS

WHEREAS, City desires to obtain Attorney’s services for legal advice, representation and assistance on matters involving personnel and administrative investigations; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement.

NOW, THEREFORE it is hereby agreed as follows:

1. Services.
   a. Scope of Work: Subject to the terms and conditions set forth in this Agreement, Attorney shall provide to City the following services (“Services”):

   Personnel and Administrative Investigations

   Attorney shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Attorney notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Attorney estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

   b. Term: This Agreement shall become effective on the Effective Date, and shall continue for a two year term to September 11, 2020 unless sooner terminated as provided in Section 7.

2. Fees and Costs.
   a. Hourly Rates:
The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (hereafter the “Services”), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed an amount of one hundred thousand dollars ($100,000).

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls. Litigation costs and expenses for statutory fees, witness fees, reporters’ per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by Attorney and reimbursed by City. Expert consultants and witnesses may be retained by Attorney on terms acceptable to City, approved in advance by email or letter by the City Representative (as defined hereafter), in which case City shall reimburse Attorney or pay such consultants or experts directly.

c. **Billing:**

i. Legal billings shall be submitted to City every thirty (30) days unless otherwise advised. Bills shall be submitted to:

   City Attorney  
   1010 Tenth Street, Suite 6300  
   Modesto, CA 95354

ii. Each task shall be distinctly and completely identified. In litigation matters, such as this, City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.

iii. Costs under $1,000.00 shall be paid by Attorney and submitted with their normal billing.

iv. City reserves the right to audit all invoices.

v. Payments to Attorney shall be made within a reasonable time after receipt of Attorney’s invoice, generally within sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to
verify the monthly billings to the satisfaction of City.

vi. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:

1. City expects each individual working on the matter for which Attorney is retained to have the necessary experience to perform the services required to protect or pursue City’s interests in the matter in a cost effective manner, consistent with high professional and ethical standards.

2. City expects Attorney to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by City based on rate adjustments for the appropriate level of personnel.

3. City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. City will pay the hourly rate for specific legal research which is unique to the matter, assuming that Attorney has used maximum efficiencies and that Attorney has not already recently performed research in the same or very similar areas of law.

4. City acknowledges the benefit of communications between attorneys in the firm. City does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. City will not pay for conferences which are supervisory, instructional or administrative. Any invoice which lists an intra-office conference that does not meet these guidelines must contain a full explanation and is subject to reduction by City. City will not pay for “team meetings” and City will scrutinize all intra-office conferences for “value added” to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in City’s sole discretion, determine if such value has been added.

5. City will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, conferences with Clerks of court or court reporters, proofreading, re-drafting due to substandard work, or opening, organizing or
closing files. City will not pay for time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by City in advance.

(6) Vague billing which does not contain sufficient information to allow City’s reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by City.

(7) City will not reimburse for overtime, word processing, supplies, anything identified on an invoice as “miscellaneous,” or any other unidentified charges.

d. Budget:

i. Within ten (10) days of the Effective Date, Attorney shall provide City with a proposed budget for the Services to be rendered pursuant to this Agreement. If Services involve tasks that have not yet been assigned by City, Attorney shall provide City with a proposed budget for all assigned new tasks with ten (10) days of receiving written notice from the City assigning Attorney the new task. Total compensation for all tasks under this Agreement shall not exceed the total compensation under Section 2 of this Agreement. The budget shall include all projected fees and costs to be incurred by Attorney and necessary for completion of the Services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as reasonable possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that are anticipated to be performing the task. Any deviation from the budget in excess of ten percent (10%), must be approved in advance by the City Attorney or designee. Notwithstanding the foregoing, Should it become reasonably apparent to Attorney that the actual billings will exceed Attorney’s initial estimate of anticipated legal costs and fees, Attorney shall immediately notify City thereof in advance and shall submit a revised written estimate for City’s approval.
3. Reporting.

a. Attorney shall provide City with a preliminary status report and evaluation within thirty (30) days of the Effective Date and the assignment of such task which report shall include an evaluation of the likelihood the City will prevail, the total exposure to the City if it loses, major strengths and weaknesses in the City’s defense, and a budget of the anticipated total costs and fees for Attorney and experts through trial. Thereafter, Attorney shall provide a status update to the City representative, as defined in Section 4, every sixty (60) days on any matter under this Agreement.

b. Attorney shall provide to City representative an electronic version of all agreement, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney’s office.

c. In the event that Attorney’s handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney’s plan for further handling of the matter, and the estimated length of time to conclude the matter.

4. City Representative. The City Attorney, or the City Attorney’s designee, shall be the “City Representative” under this Agreement and shall administer this Agreement for City, including any payments hereunder. All Attorney questions pertaining to this Agreement shall be referred to the City Representative or the Representative’s designee.

5. Insurance Requirements. During the entire term of this Agreement, Attorney shall maintain the following insurance:

a. Minimum Scope of Insurance: Coverage should be at least as broad as:

i. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

ii. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code “any auto”);

iii. Workers’ Compensation as required by the Labor Code of the State of California, and Employers’ Liability Insurance:

iv. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.
b. Minimum Limits of Insurance: Attorney shall maintain limits no less than:

i. Commercial General Liability: $1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.

ii. Automobile Liability: $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

iii. Workers’ Compensation and Employers’ Liability: Workers’ compensation limits as required by the Labor Code of the State of California and Employers’ Liability limits of $1,000,000 per accident.

iv. Professional Liability (Errors and Omissions): $2,000,000 combined single limit per occurrence.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City.

d. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability Coverages:

   (1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that Attorney’s insurance shall be primary and any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Attorney’s insurance and shall not contribute with it.

   (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

   (3) Coverage shall state that Attorney’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

ii. All Coverages:

   (1) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City.
addition, Attorney agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City and City approves the reduction in coverage or limits. Attorney further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

(2) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Attorney shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance prior to City’s execution of this Agreement.

e. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests’ rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

f. Verification of Coverage: Attorney shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by City. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City Representative.

g. Payment Withhold: City shall withhold payments to Attorney if the certificates of insurance and endorsements required in this section are canceled or Attorney otherwise ceases to be insured as required herein.

6. Indemnification.

a. Indemnity: Attorney shall fully indemnify and save harmless, City, its officers and employees, including without limitation the City Attorney, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City’s
staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Attorney, and whether or not such Liabilities are litigated, settled or reduced to judgment.

b. **Obligation to Defend:** Attorney shall, upon City’s request, defend at Attorney’s sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its sub-attorneys, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

c. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City’s rights under this section, nor shall the limits of such insurance limit the liability of Attorney hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of City Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Termination.**

a. **By City.** City may terminate this Agreement at any time by written notice. After receiving such notice, Attorney will cease providing services. Attorney will cooperate with City in the orderly transfer of all related files and records to your new counsel.

b. **By Attorney.** Attorney may terminate this Agreement at any time with City’s consent or for good cause. Attorney may terminate this Agreement for any reason by giving to City Attorney not less than sixty (60) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination. Good cause exists if (a) any statement is not paid within ninety (90) days of its receipt; (b) City fails to meet any other obligation under this Agreement and continues in that failure for 15 days after Attorney sends written notice to City; (c) City has misrepresented or failed to disclose material facts to Attorney, refused to cooperate with Attorney, refused to follow Attorney’s advice on a material matter, or otherwise made Attorney’s representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal
profession mandate or permit termination, including situations where a conflict of interest arises. If Attorney terminates Services, City agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of this Agreement, whether by City or by Attorney, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.


a. Independent Contractor.

i. It is understood and agreed that Attorney (including Attorney’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Attorney nor Attorney’s assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Attorney under the provisions of this Agreement, and Attorney shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, Attorney hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Attorney’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.

ii. It is further understood and agreed by the Parties hereto that Attorney, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Attorney for accomplishing such results. To the extent that Attorney obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Attorney’s sole discretion based on the Attorney’s determination that such use will promote Attorney’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Attorney use City facilities, equipment or support services or work in City locations in the performance of this Agreement.
iii. If, in the performance of this Agreement, any third persons are employed by Attorney, such persons shall be entirely and exclusively under the direction, supervision, and control of Attorney. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Attorney. It is further understood and agreed that Attorney shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Attorney’s assigned personnel and subcontractors.

b. Licenses; Permits, Etc.: Attorney represents and warrants that Attorney has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Attorney to practice its profession or provide any services under the Agreement.

Attorney’s Initial

Attorney represents and warrants that Attorney shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Attorney to practice its profession or provide such Services. Without limiting the generality of the foregoing, if Attorney is an out-of-state corporation, Attorney warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

c. Conflicts of Interest. Attorney represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with Attorney’s performance of this Agreement, and that no such conflict of interest exists. Attorney shall indemnify and hold harmless City from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. Attorney agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

d. Confidentiality of City Information. Attorney understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Attorney may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Attorney agree that all information disclosed by City to Attorney shall be held in confidence and used only in performance of the
services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

e. Publicity. The City Representative shall serve as the point of contact for press information regarding all matters performed by Attorney under this Agreement. If any publicity is generated by the subject matter of this representation, Attorney will consult with and obtain approval of the City Representative before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

f. Disqualification of Judges. At the option of the City Attorney, judges may be disqualified from hearing City litigation, and Attorney shall adhere to such decision of the City Attorney. In the event that Attorney is of the opinion that a judge ought to be disqualified, the City Attorney must be consulted in advance by Attorney, and Attorney must obtain the City Attorney’s written consent to such disqualification.

g. Equal Employment Opportunity. During the performance of this Agreement, Attorney, for itself, its assignees and successors in interest, agrees as follows:

i. Compliance With Regulations: Attorney shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations.”

ii. Nondiscrimination: Attorney, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Attorney shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

h. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

i. Waiver. Neither City acceptance of, or payment for, any Service or Additional Service performed by Attorney, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
j. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Stanislaus County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

k. **Attorneys’ Fees.** In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys’ fees.

l. **Assignment Prohibited.** The expertise and experience of Attorney are material considerations for this Agreement. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Attorney under this Agreement. In recognition of this interest, Attorney shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City’s written consent shall be void and of no effect.

m. **Notice.** Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To: City of Modesto:
Attention: City Attorney
Contact Information:
1010 Tenth Street, 6th Floor
Modesto, CA 95353
Phone: (209) 577-5288

To: Attorney:
Attention: Jennifer Shaw
Contact Information:
425 University Ave., Suite 200
Sacramento, CA 95825
Phone: (916)640-2240

9. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Attorney, and by City, in accordance with applicable provision of the Modesto City Code.

10. **Authority.** The person signing this Agreement for Attorney hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Attorney and
to bind Attorney to the performance of its obligations hereunder.

11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**CITY OF MODESTO,**
A Municipal Corporation

By: _________________________________

Print name: Joseph P. Lopez

Title: City Manager

APPROVED TO AS FORM:

Adam U. Lindgren, City Attorney

ATTEST:

Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]
Federal I.D. No.

State I.D. No.


TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other (please specify: ____________________)

Signature of Authorized Person

Title

Additional Signature (if required)

Title
LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this "Agreement") is made and entered into on the day of ____, 2018 ("Effective Date"), by and between the CITY OF MODESTO, a California Municipal Corporation ("CITY"), located at 1010 Tenth Street, Sixth Floor, Modesto, California 95353 and LAW OFFICE OF TERRY ROEMER, ("Attorney"), located at 6114 LaSalle Avenue, #176, Oakland, California 94611. City and Attorney are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

RECITALS

WHEREAS, City desires to obtain Attorney’s services for legal advice, representation and assistance on matters involving personnel and administrative investigations; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement.

NOW, THEREFORE it is hereby agreed as follows:

1. Services.
   a. Scope of Work: Subject to the terms and conditions set forth in this Agreement, Attorney shall provide to City the following services ("Services"): Personnel and Administrative Investigations

   Attorney shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Attorney notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Attorney estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

   b. Term: This Agreement shall become effective on the Effective Date, and shall continue for a two year term to September 11, 2020 unless sooner terminated as provided in Section 7.

2. Fees and Costs.
   a. Hourly Rates:
The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (hereafter the “Services”), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed an amount of one hundred thousand dollars ($100,000).

b. Reimbursable Expenses. City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Attorney will not charge City for the cost of telephone calls. Litigation costs and expenses for statutory fees, witness fees, reporters’ per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by Attorney and reimbursed by City. Expert consultants and witnesses may be retained by Attorney on terms acceptable to City, approved in advance by email or letter by the City Representative (as defined hereafter), in which case City shall reimburse Attorney or pay such consultants or experts directly.

c. Billing:

i. Legal billings shall be submitted to City every thirty (30) days unless otherwise advised. Bills shall be submitted to:

City Attorney
1010 Tenth Street, Suite 6300
Modesto, CA 95354

ii. Each task shall be distinctly and completely identified. In litigation matters, such as this, City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.

iii. Costs under $1,000.00 shall be paid by Attorney and submitted with their normal billing.

iv. City reserves the right to audit all invoices.

v. Payments to Attorney shall be made within a reasonable time after receipt of Attorney’s invoice, generally within sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to
verify the monthly billings to the satisfaction of City.

vi. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:

(1) City expects each individual working on the matter for which Attorney is retained to have the necessary experience to perform the services required to protect or pursue City’s interests in the matter in a cost effective manner, consistent with high professional and ethical standards.

(2) City expects Attorney to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by City based on rate adjustments for the appropriate level of personnel.

(3) City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. City will pay the hourly rate for specific legal research which is unique to the matter, assuming that Attorney has used maximum efficiencies and that Attorney has not already recently performed research in the same or very similar areas of law.

(4) City acknowledges the benefit of communications between attorneys in the firm. City does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. City will not pay for conferences which are supervisorial, instructional or administrative. Any invoice which lists an intra-office conference that does not meet these guidelines must contain a full explanation and is subject to reduction by City. City will not pay for “team meetings” and City will scrutinize all intra-office conferences for “value added” to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in City’s sole discretion, determine if such value has been added.

(5) City will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, conferences with Clerks of court or court reporters, proofreading, re-drafting due to substandard work, or opening, organizing or
Closing files. City will not pay for time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by City in advance.

(6) Vague billing which does not contain sufficient information to allow City's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by City.

(7) City will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

d. Budget:

i. Within ten (10) days of the Effective Date, Attorney shall provide City with a proposed budget for the Services to be rendered pursuant to this Agreement. If Services involve tasks that have not yet been assigned by City, Attorney shall provide City with a proposed budget for all assigned new tasks with ten (10) days of receiving written notice from the City assigning Attorney the new task. Total compensation for all tasks under this Agreement shall not exceed the total compensation under Section 2 of this Agreement. The budget shall include all projected fees and costs to be incurred by Attorney and necessary for completion of the Services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as reasonable possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that are anticipated to be performing the task. Any deviation from the budget in excess of ten percent (10%), must be approved in advance by the City Attorney or designee. Notwithstanding the foregoing, Should it become reasonably apparent to Attorney that the actual billings will exceed Attorney's initial estimate of anticipated legal costs and fees, Attorney shall immediately notify City thereof in advance and shall submit a revised written estimate for City's approval.
3. Reporting.

a. Attorney shall provide City with a preliminary status report and evaluation within thirty (30) days of the Effective Date and the assignment of such task which report shall include an evaluation of the likelihood the City will prevail, the total exposure to the City if it loses, major strengths and weaknesses in the City’s defense, and a budget of the anticipated total costs and fees for Attorney and experts through trial. Thereafter, Attorney shall provide a status update to the City representative, as defined in Section 4, every sixty (60) days on any matter under this Agreement.

b. Attorney shall provide to City representative an electronic version of all agreement, pleadings, motions, and discovery documents filed or propounded by Attorney in a Microsoft Word format compatible with that used by the City Attorney’s office.

c. In the event that Attorney’s handling of the above-designated matter exceeds a period of twenty-four (24) months, Attorney shall, in addition to providing regular status reports to City, also report directly to the City representative on an annual basis and no later than March 30th of each year, setting forth in detail the status of the matter, and Attorney’s plan for further handling of the matter, and the estimated length of time to conclude the matter.

4. City Representative. The City Attorney, or the City Attorney’s designee, shall be the “City Representative” under this Agreement and shall administer this Agreement for City, including any payments hereunder. All Attorney questions pertaining to this Agreement shall be referred to the City Representative or the Representative’s designee.

5. Insurance Requirements. During the entire term of this Agreement, Attorney shall maintain the following insurance:

a. Minimum Scope of Insurance: Coverage should be at least as broad as:

i. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

ii. Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code “any auto”);

iii. Workers’ Compensation as required by the Labor Code of the State of California, and Employers’ Liability Insurance:

iv. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.
b. **Minimum Limits of Insurance:** Attorney shall maintain limits no less than:

i. **Commercial General Liability:** $1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.

ii. **Automobile Liability:** $1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.

iii. **Workers’ Compensation and Employers’ Liability:** Workers’ compensation limits as required by the Labor Code of the State of California and Employers’ Liability limits of $1,000,000 per accident.

iv. **Professional Liability (Errors and Omissions):** $2,000,000 combined single limit per occurrence.

c. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City.

d. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

i. **General Liability and Automobile Liability Coverages:**

   (1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that Attorney’s insurance shall be primary and any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Attorney’s insurance and shall not contribute with it.

   (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

   (3) Coverage shall state that Attorney’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

ii. **All Coverages:**

   (1) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City. In
addition, Attorney agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City and City approves the reduction in coverage or limits. Attorney further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

(2) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Attorney shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance prior to City’s execution of this Agreement.

e. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests’ rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

f. Verification of Coverage: Attorney shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by City. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City Representative.

g. Payment Withhold: City shall withhold payments to Attorney if the certificates of insurance and endorsements required in this section are canceled or Attorney otherwise ceases to be insured as required herein.

6. Indemnification.

a. Indemnity: Attorney shall fully indemnify and save harmless, City, its officers and employees, including without limitation the City Attorney, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City’s...
staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Attorney, and whether or not such Liabilities are litigated, settled or reduced to judgment.

b. **Obligation to Defend:** Attorney shall, upon City’s request, defend at Attorney’s sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Attorney, its sub-attorneys, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

c. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City’s rights under this section, nor shall the limits of such insurance limit the liability of Attorney hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of City Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Termination.**

a. **By City.** City may terminate this Agreement at any time by written notice. After receiving such notice, Attorney will cease providing services. Attorney will cooperate with City in the orderly transfer of all related files and records to your new counsel.

b. **By Attorney.** Attorney may terminate this Agreement at any time with City’s consent or for good cause. Attorney may terminate this Agreement for any reason by giving to City Attorney not less than sixty (60) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination. Good cause exists if (a) any statement is not paid within ninety (90) days of its receipt; (b) City fails to meet any other obligation under this Agreement and continues in that failure for 15 days after Attorney sends written notice to City; (c) City has misrepresented or failed to disclose material facts to Attorney, refused to cooperate with Attorney, refused to follow Attorney’s advice on a material matter, or otherwise made Attorney’s representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal
profession mandate or permit termination, including situations where a conflict of interest arises. If Attorney terminates Services, City agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of this Agreement, whether by City or by Attorney, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.


a. Independent Contractor.

i. It is understood and agreed that Attorney (including Attorney’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Attorney nor Attorney’s assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Attorney under the provisions of this Agreement, and Attorney shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, Attorney hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Attorney’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.

ii. It is further understood and agreed by the Parties hereto that Attorney, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Attorney for accomplishing such results. To the extent that Attorney obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Attorney’s sole discretion based on the Attorney’s determination that such use will promote Attorney’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Attorney use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

Legal Services Agreement
City of Modesto and Terry Roemer
iii. If, in the performance of this Agreement, any third persons are employed by Attorney, such persons shall be entirely and exclusively under the direction, supervision, and control of Attorney. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Attorney. It is further understood and agreed that Attorney shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Attorney’s assigned personnel and subcontractors.

b. **Licenses; Permits, Etc.:** Attorney represents and warrants that Attorney has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Attorney to practice its profession or provide any services under the Agreement.

\[\text{Attorney’s Initial}\]

Attorney represents and warrants that Attorney shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Attorney to practice its profession or provide such Services. Without limiting the generality of the foregoing, if Attorney is an out-of-state corporation, Attorney warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

c. **Conflicts of Interest.** Attorney represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with Attorney’s performance of this Agreement, and that no such conflict of interest exists. Attorney shall indemnify and hold harmless City from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. Attorney agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

d. **Confidentiality of City Information.** Attorney understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Attorney may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Attorney agree that all information disclosed by City to Attorney shall be held in confidence and used only in performance of the
services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

e. **Publicity.** The City Representative shall serve as the point of contact for press information regarding all matters performed by Attorney under this Agreement. If any publicity is generated by the subject matter of this representation, Attorney will consult with and obtain approval of the City Representative before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

f. **Disqualification of Judges.** At the option of the City Attorney, judges may be disqualified from hearing City litigation, and Attorney shall adhere to such decision of the City Attorney. In the event that Attorney is of the opinion that a judge ought to be disqualified, the City Attorney must be consulted in advance by Attorney, and Attorney must obtain the City Attorney’s written consent to such disqualification.

g. **Equal Employment Opportunity.** During the performance of this Agreement, Attorney, for itself, its assignees and successors in interest, agrees as follows:

i. **Compliance With Regulations:** Attorney shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations.”

ii. **Nondiscrimination:** Attorney, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Attorney shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

h. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

i. **Waiver.** Neither City acceptance of, or payment for, any Service or Additional Service performed by Attorney, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

---

Legal Services Agreement
City of Modesto and Terry Roemer
j. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Stanislaus County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

k. **Attorneys’ Fees.** In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys’ fees.

l. **Assignment Prohibited.** The expertise and experience of Attorney are material considerations for this Agreement. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Attorney under this Agreement. In recognition of this interest, Attorney shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City’s written consent shall be void and of no effect.

m. **Notice.** Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To: City of Modesto:
Attention: City Attorney
Contact Information:
1010 Tenth Street, 6th Floor
Modesto, CA 95353
Phone: (209) 577-5288

To: Attorney:
Attention: Terry Roemer
Contact Information:
6114 LaSalle Avenue #176
Oakland, CA 94611
Phone: (510)566-5530

9. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Attorney, and by City, in accordance with applicable provision of the Modesto City Code.

10. **Authority.** The person signing this Agreement for Attorney hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Attorney and
to bind Attorney to the performance of its obligations hereunder.

11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**CITY OF MODESTO,**
A Municipal Corporation

By:

Print name: Joseph P. Lopez

Title: City Manager

APPROVED TO AS FORM:

__________________________________

Adam U. Lindgren, City Attorney

ATTEST:

__________________________________

Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]
Federal I.D. No.

State I.D. No.


TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (please specify: ______________________)

Signature of Authorized Person

Title

Additional Signature (if required)

Title
STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2018, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and, ROBERT SARHAD INVESTIGATIONS, a California Sole Proprietorship, hereinafter referred to as "Consultant." Consultant and City shall be collectively referred to as "parties" or individually as a "party.

This Agreement is made with regard to the following recitals:

A. The City has determined that a consultant is necessary to assist with internal administrative investigation services.

B. Consultant represents that it is qualified, willing and able to provide the services to provide those services.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall undertake and complete Personnel and Administrative Investigations as assigned.

Consultant shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Consultant notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Consultant estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

Consultant shall provide a status update to the City representative every sixty (60) days on
any matter(s) under this Agreement.

2. **TERM OF AGREEMENT.**

This Agreement is effective as of September 11, 2018, and will continue in effect until September 11, 2020, or City's final acceptance of and payment for all services authorized by City and performed by Consultant, or until terminated in accordance with the provisions of the termination clause in this Agreement, whichever occurs first.

3. **COMPENSATION.**

Consultant agrees to accept a sum not to exceed $100,000 as full remuneration for performing all services and furnishing all staffing and materials called for performance by Consultant of all of its duties and obligations under this Agreement.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

Consultant shall be paid at a rate of $110 per hour for those services identified in the Scope of Work and reasonable expenses, for a total amount not to exceed $100,000.

City shall reimburse Consultant for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Consultant will not charge City for the cost of telephone calls. Costs and expenses for statutory fees, witness fees, reporters’ per diem and stenographic transcriptions, and the expenses of serving process shall be advanced by Consultant and reimbursed by City.

Billings shall be submitted to City every thirty (30) days unless otherwise advised. Each task shall be distinctly and completely identified. City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
4. OBLIGATIONS OF CONSULTANT.

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. PERFORMANCE BY KEY EMPLOYEE.

Consultant has represented to City that Robert Sarhad will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant therefore agrees that 100 percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. OWNERSHIP OF DOCUMENTS/TITLE TO DATA.

Ownership of Documents

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

Title to Data

If, as a part of the agreement, Consultant is required to produce data such
as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. NEWS AND INFORMATION RELEASE.

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Attorney or City Manager.

The City Attorney or City Manager shall serve as the point of contact for press information regarding all matters performed by Consultant under this Agreement. If any publicity is generated by the subject matter of this representation, Consultant will consult with and obtain approval of the City Attorney or City Manager before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

Consultant understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the services required by
this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

8. INTEREST OF CONTRACTOR.

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. AMENDMENTS.

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. INDEPENDENT CONTRACTOR.

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City.
No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City. However, the City may, from time to time, make space available to the Consultant to perform work.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement, regardless of whether the Consultant performs work on City property or elsewhere. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as
an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT: Name: Robert Sarhad

P.O. Box 2307
Turlock, CA 95381
14. **INSURANCE REQUIREMENTS.**
   Consultant shall comply with the insurance requirements contained in Exhibit “A” and shall procure, at its own expense, all insurance coverages listed in Exhibit “A” for the duration of this Agreement.

   City shall withhold payments to Consultant if the certificates of insurance and endorsements required in this section are canceled or Consultant otherwise ceases to be insured as required herein.

15. **TERMINATION OF AGREEMENT.**

   **Termination on Occurrence of Stated Events**
   This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Consultant, (2) legal dissolution of Consultant, or (3) death of key principal(s) of Consultant.

   **Termination by City for Default of Consultant**
   Should Consultant default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice.

   For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City's property by Consultant, dishonesty or theft.
**Termination by Consultant for Default of City**

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Consultant may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with Consultant, willful destruction of Consultant's property by City, dishonesty or theft.

**Termination by City for Convenience**

The City may also terminate the Consultant's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to terminate the Agreement for convenience, and shall endeavor to provide the Consultant with consultation with the City prior to termination.

**Termination by City for Lack of Budgeted Funds**

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

**Termination for Failure to Make Agreed-Upon Payments**

Should City fail to pay Consultant all or any part of the payments set forth in this Agreement on the date due, at its option Consultant may terminate this Agreement if the failure is not remedied within thirty (30) days after Consultant notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.
Termination by City for Change of Consultant's Tax Status

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, Consultant shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. CERTIFIED PAYROLL REQUIREMENT.
For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. INDEMNITY.

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

18. DISPUTE RESOLUTION.

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California, by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be
specifically enforceable under the prevailing law of any court having jurisdiction, and the award
rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue
for any arbitration or court proceeding relating to or arising out of this provision shall be in
Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing
requirements found in California Government Code section 900 et seq. In the event that a timely
and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in
whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution
of all the issues presented in the claim by Consultant so long as any issues presented by the claim
are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to
arbitration pursuant to the Arbitration Rules of the American Arbitration Association within
ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim
or claims shall be deemed waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply
to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100
($150,000.00) DOLLARS. In arbitration not proceeding under the “fast track” rules, the
arbitrator shall have the power to order that depositions be taken and other discovery be made.
Both City and Consultant shall have the right, upon written notice, to take no more than three (3)
depositions of the other as a matter of right in an arbitration proceeding under the “fast track”
rules.

Whether or not City and Consultant may be engaged in interstate
commerce, any controversy or dispute mentioned above shall be determined by, and the parties
shall be bound by, the substantive law of the State of California, and not the Federal Arbitration
Act at 9 USC Section 1 et seq.
The arbitrator may grant any remedy or relief deemed by the arbitrator just
and equitable under the circumstances, whether or not such relief could be awarded in a court of
law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of
cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the
arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing
party, against the party who did not prevail. The prevailing party shall be the party in whose
favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator
shall have no power to award punitive damages or other damages not measured by the party’s
actual damages (excluding litigation costs and fees) against any party. This limitation of the
arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of
punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with
respect to that issue.

Consultant shall include in all subcontracts a specification whereby the
subcontractor consents to being joined in an arbitration between City and Consultant involving
the work of the subcontractor to be joined. Consultant’s failure to do so shall be a breach of this
Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California
Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive
and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between
Consultant and City. Additional or new terms contained in this Agreement which vary from
Consultant's proposal or the Letters of Engagement are controlling and are deemed accepted by
Consultant. All previous proposals, offers and communications relative to this Agreement,
whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

20. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. WAIVER.

The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

22. AUDIT.

The City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Consultant services. City's representative shall have the right to reproduce any of the aforesaid documents.

23. GOVERNING LAW.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Stanislaus County in the State of California, and the Parties consent to jurisdiction over their
persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk on the_______day of_______, 2018, and ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES has caused this Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO, a municipal corporation

CONSULTANT, ROBERT SARHAD INVESTIGATIONS

BY: __________________________
JOSEPH P. LOPEZ, City Manager

BY: __________________________
ROBERT SARHAD

By __________________________
Name Title

ATTEST:
(Seal)
BY: ____________________________
STEPHANIE LOPEZ, City Clerk

Consultant’s Federal ID #____________

APPROVED AS TO FORM:

BY: ____________________________
ADAM U. LINDGREN, City Attorney

APPROVED AS TO FORM:

BY: ____________________________
CATHY TALONGWA, Risk Manager

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required
STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this day of , 2018, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES, a California Sole Proprietorship, hereinafter referred to as "Consultant." Consultant and City shall be collectively referred to as "parties" or individually as a "party.

This Agreement is made with regard to the following recitals:

A. The City has determined that a consultant is necessary to assist with internal administrative investigation services.

B. Consultant represents that it is qualified, willing and able to provide the services to provide those services.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall undertake and complete Personnel and Administrative Investigations as assigned.

Consultant shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Consultant notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Consultant estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.
Consultant shall provide a status update to the City representative every sixty (60) days on any matter(s) under this Agreement.

2. TERM OF AGREEMENT.

This Agreement is effective as of September 11, 2018, and will continue in effect until September 11, 2020, or City's final acceptance of and payment for all services authorized by City and performed by Consultant, or until terminated in accordance with the provisions of the termination clause in this Agreement, whichever occurs first.

3. COMPENSATION.

Consultant agrees to accept a sum not to exceed $100,000 as full remuneration for performing all services and furnishing all staffing and materials called for performance by Consultant of all of its duties and obligations under this Agreement.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

Consultant shall be paid at a rate of $150 per hour for those services identified in the Scope of Work and reasonable expenses, for a total amount not to exceed $100,000.

City shall reimburse Consultant for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Consultant will not charge City for the cost of telephone calls. Costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, and the expenses of serving process shall be advanced by Consultant and reimbursed by City.

Billings shall be submitted to City every thirty (30) days unless otherwise advised. Each task shall be distinctly and completely identified. City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
4. **OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. **PERFORMANCE BY KEY EMPLOYEE.**

Consultant has represented to City that Timothy W. Armistead will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant therefore agrees that 100 percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. **OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

**Ownership of Documents**

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

**Title to Data**

If, as a part of the agreement, Consultant is required to produce data such
as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. NEWS AND INFORMATION RELEASE.

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Attorney or City Manager.

The City Attorney or City Manager shall serve as the point of contact for press information regarding all matters performed by Consultant under this Agreement. If any publicity is generated by the subject matter of this representation, Consultant will consult with and obtain approval of the City Attorney or City Manager before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

Consultant understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the services required by
this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

8. **INTEREST OF CONTRACTOR.**

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. **AMENDMENTS.**

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. **INDEPENDENT CONTRACTOR.**

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City.
No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City. However, the City may, from time to time, make space available to the Consultant to perform work.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement, regardless of whether the Consultant performs work on City property or elsewhere. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as
an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT: Name: Timothy W. Armistead

1558 Fitzgerald Drive, Suite 323
Pinole, CA 94564
Phone: 415-608-2224

FOR CITY:
Name: City of Modesto
Address: P.O. Box 642
         Modesto, CA 95353
Attention: Adam U. Lindgren, City Attorney
Phone: (209) 571-5126

14. INSURANCE REQUIREMENTS.
Consultant shall comply with the insurance requirements contained in Exhibit “A” and shall procure, at its own expense, all insurance coverages listed in Exhibit “A” for the duration of this Agreement.

City shall withhold payments to Consultant if the certificates of insurance and endorsements required in this section are canceled or Consultant otherwise ceases to be insured as required herein.

15. TERMINATION OF AGREEMENT.

Termination on Occurrence of Stated Events
This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Consultant, (2) legal dissolution of Consultant, or (3) death of key principal(s) of Consultant.

Termination by City for Default of Consultant
Should Consultant default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City's property by Consultant, dishonesty or theft.

Termination by Consultant for Default of City
Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Consultant may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with Consultant, willful destruction of Consultant's property by City, dishonesty or theft.

**Termination by City for Convenience**

The City may also terminate the Consultant's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to terminate the Agreement for convenience, and shall endeavor to provide the Consultant with consultation with the City prior to termination.

**Termination by City for Lack of Budgeted Funds**

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

**Termination for Failure to Make Agreed-Upon Payments**

Should City fail to pay Consultant all or any part of the payments set forth in this Agreement on the date due, at its option Consultant may terminate this Agreement if the failure is not remedied within thirty (30) days after Consultant notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.
Termination by City for Change of Consultant's Tax Status

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, Consultant shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. CERTIFIED PAYROLL REQUIREMENT.
For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. **INDEMNITY.**

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

18. **DISPUTE RESOLUTION.**

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California, by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be
specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitration not proceeding under the “fast track” rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the “fast track” rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.
The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party’s actual damages (excluding litigation costs and fees) against any party. This limitation of the arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Consultant shall include in all subcontracts a specification whereby the subcontractor consents to being joined in an arbitration between City and Consultant involving the work of the subcontractor to be joined. Consultant’s failure to do so shall be a breach of this Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between Consultant and City. Additional or new terms contained in this Agreement which vary from Consultant's proposal or the Letters of Engagement are controlling and are deemed accepted by Consultant. All previous proposals, offers and communications relative to this Agreement,
whether oral or written, are hereby superseded except to the extent that they have been
incorporated into this Agreement. No future waiver of or exception to any of the terms,
conditions, and provisions of this Agreement shall be considered valid unless specifically agreed
to in writing by all the parties.

20. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless
continue in full force without being impaired or invalidated in any way.

21. WAIVER.

The waiver by any party to this Agreement of a breach of any provision
hereof shall be in writing and shall not operate or be construed as a waiver of any other or
subsequent breach hereof unless specifically stated in writing.

22. AUDIT.

The City's duly authorized representative shall have access at all reasonable
times to all reports, contract records, contract documents, contract files, and personnel necessary
to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to
charges under this Agreement for a period of four (4) years following the date of final payment for
Consultant services. City's representative shall have the right to reproduce any of the aforesaid
documents.

23. GOVERNING LAW.

This Agreement shall be governed, construed and enforced in accordance
with the laws of the State of California. Venue of any litigation arising out of or connected with
this Agreement shall lie exclusively in the state trial court or Federal District Court located in
Stanislaus County in the State of California, and the Parties consent to jurisdiction over their
persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk on the ________ day of ________, 2018, and ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES has caused this Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

CONSULTANT,
ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES

BY: __________________________
JOSEPH P. LOPEZ, City Manager

By: __________________________
Timothy W. Armistead

By ________________
Name Title

ATTEST:
(Seal)
BY: ________________________________
STEFANIE LOPEZ, City Clerk

Consultant’s Federal ID #______________

APPROVED AS TO FORM:

BY: ________________________________
ADAM U. LINDGREN, City Attorney

APPROVED AS TO FORM:

BY: ________________________________
CATHY TALONGWA, Risk Manager

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this___day of ____, 2018, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and DAVE YOUNG & ASSOCIATES, a California Sole Proprietorship, hereinafter referred to as "Consultant."

Consultant and City shall be collectively referred to as "parties" or individually as a "party."

This Agreement is made with regard to the following recitals:

A. The City has determined that a consultant is necessary to assist with internal administrative investigation services.

B. Consultant represents that it is qualified, willing and able to provide the services to provide those services.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. **SCOPE OF SERVICES.**

   Consultant shall undertake and complete Personnel and Administrative Investigations as assigned.

   Consultant shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Consultant notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Consultant estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

   Consultant shall provide a status update to the City representative every sixty (60) days on
any matter(s) under this Agreement.

2. **TERM OF AGREEMENT.**

This Agreement is effective as of September 11, 2018, and will continue in effect until September 11, 2020, or City's final acceptance of and payment for all services authorized by City and performed by Consultant, or until terminated in accordance with the provisions of the termination clause in this Agreement, whichever occurs first.

3. **COMPENSATION.**

Consultant agrees to accept a sum not to exceed $100,000 as full remuneration for performing all services and furnishing all staffing and materials called for performance by Consultant of all of its duties and obligations under this Agreement.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

Consultant shall be paid at a rate of $75.00 per hour for those services identified in the Scope of Work and reasonable expenses, for a total amount not to exceed $100,000.

City shall reimburse Consultant for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Consultant will not charge City for the cost of telephone calls. Costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, and the expenses of serving process shall be advanced by Consultant and reimbursed by City.

Billings shall be submitted to City every thirty (30) days unless otherwise advised. Each task shall be distinctly and completely identified. City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
4. **OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. **PERFORMANCE BY KEY EMPLOYEE.**

Consultant has represented to City that Dave Young will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant therefore agrees that 100 percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. **OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

**Ownership of Documents**

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

**Title to Data**

If, as a part of the agreement, Consultant is required to produce data such
as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. NEWS AND INFORMATION RELEASE.

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Attorney or City Manager.

The City Attorney or City Manager shall serve as the point of contact for press information regarding all matters performed by Consultant under this Agreement. If any publicity is generated by the subject matter of this representation, Consultant will consult with and obtain approval of the City Attorney or City Manager before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

Consultant understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agrees that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the services required by
this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

8. INTEREST OF CONTRACTOR.

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. AMENDMENTS.

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. INDEPENDENT CONTRACTOR.

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City.
No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City. However, the City may, from time to time, make space available to the Consultant to perform work.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement, regardless of whether the Consultant performs work on City property or elsewhere. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as
an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT: Name: Dave Young

P.O. Box 148
Hughson, CA 95326
Phone: (209) 538-5884

FOR CITY:
Name: City of Modesto
Address: P.O. Box 642
Modesto, CA 95353
Attention: Adam U. Lindgren, City Attorney
Phone: (209) 571-5126

14. INSURANCE REQUIREMENTS.
Consultant shall comply with the insurance requirements contained in Exhibit “A” and shall procure, at its own expense, all insurance coverages listed in Exhibit “A” for the duration of this Agreement.

City shall withhold payments to Consultant if the certificates of insurance and endorsements required in this section are canceled or Consultant otherwise ceases to be insured as required herein.

15. TERMINATION OF AGREEMENT.

Termination on Occurrence of Stated Events
This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Consultant, (2) legal dissolution of Consultant, or (3) death of key principal(s) of Consultant.

Termination by City for Default of Consultant
Should Consultant default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City's property by Consultant, dishonesty or theft.

Termination by Consultant for Default of City
Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Consultant may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with Consultant, willful destruction of Consultant's property by City, dishonesty or theft.

**Termination by City for Convenience**

The City may also terminate the Consultant's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to terminate the Agreement for convenience, and shall endeavor to provide the Consultant with consultation with the City prior to termination.

**Termination by City for Lack of Budgeted Funds**

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

**Termination for Failure to Make Agreed-Upon Payments**

Should City fail to pay Consultant all or any part of the payments set forth in this Agreement on the date due, at its option Consultant may terminate this Agreement if the failure is not remedied within thirty (30) days after Consultant notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.
**Termination by City for Change of Consultant's Tax Status**

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

**Voluntary Termination**

The parties may terminate this contract upon mutual written Agreement.

**In the Event of Termination**

If this Agreement is terminated pursuant to this Paragraph, Consultant shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. **CERTIFIED PAYROLL REQUIREMENT.**
For consultants performing field work on public works contracts on which prevailing wages are 
required: The Consultant shall comply with the provisions of Section 1776 of the California 
Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to 
comply with that section as may be required by law.

17. INDEMNITY.

The Consultant shall hold the City, its agents, officers, employees, and 
volunteers, harmless from and save, defend and indemnify them against any and all claims, 
losses, liabilities, judgments or damages from every cause, including but not limited to injury to 
person or property or wrongful death, including reasonable costs and expenses of defense of any 
judicial or administrative action, arising directly or indirectly out of any negligent or intentional 
act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or 
during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, 
officers, and employees harmless under the provisions of this paragraph is not limited to or 
restricted by any requirement in this Agreement for Consultant to procure and maintain a policy 
of insurance.

18. DISPUTE RESOLUTION.

All claims, controversies, or disputes arising out of, or relating to the 
formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or 
validity of this Agreement, including the determination of the scope or applicability of this 
contract provision shall be determined by binding arbitration in Modesto, California, by one 
arbitrator, except as otherwise specified in this Agreement. The American Arbitration 
Association shall administer the arbitration under its Arbitration Rules then in effect, subject to 
the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be
specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitration not proceeding under the “fast track” rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the “fast track” rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.
The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party’s actual damages (excluding litigation costs and fees) against any party. This limitation of the arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Consultant shall include in all subcontracts a specification whereby the subcontractor consents to being joined in an arbitration between City and Consultant involving the work of the subcontractor to be joined. Consultant’s failure to do so shall be a breach of this Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between Consultant and City. Additional or new terms contained in this Agreement which vary from Consultant's proposal or the Letters of Engagement are controlling and are deemed accepted by Consultant. All previous proposals, offers and communications relative to this Agreement,
whether oral or written, are hereby superseded except to the extent that they have been
incorporated into this Agreement. No future waiver of or exception to any of the terms,
conditions, and provisions of this Agreement shall be considered valid unless specifically agreed
to in writing by all the parties.

20. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless
continue in full force without being impaired or invalidated in any way.

21. **WAIVER.**

The waiver by any party to this Agreement of a breach of any provision
hereof shall be in writing and shall not operate or be construed as a waiver of any other or
subsequent breach hereof unless specifically stated in writing.

22. **AUDIT.**

The City's duly authorized representative shall have access at all reasonable
times to all reports, contract records, contract documents, contract files, and personnel necessary
to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to
charges under this Agreement for a period of four (4) years following the date of final payment for
Consultant services. City's representative shall have the right to reproduce any of the aforesaid
documents.

23. **GOVERNING LAW.**

This Agreement shall be governed, construed and enforced in accordance
with the laws of the State of California. Venue of any litigation arising out of or connected with
this Agreement shall lie exclusively in the state trial court or Federal District Court located in
Stanislaus County in the State of California, and the Parties consent to jurisdiction over their
persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk on the _______ day of ________, 2018, and ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES has caused this Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO, a municipal corporation

BY: ____________________________

JOSEPH P. LOPEZ, City Manager

CONSULTANT, DAVE YOUNG & ASSOCIATES

BY: ____________________________

DAVE YOUNG

By ____________________________

Name Title

ATTEST:

(Seal)
BY: ____________________________
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID #____________

APPROVED AS TO FORM:

BY: ____________________________
ADAM U. LINDGREN, City Attorney

APPROVED AS TO FORM:

BY: ____________________________
CATHY TALONGWA, Risk Manager

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required
STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this day of , 2018, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and MUNICIPAL RESOURCE GROUP, LLC, a California Sole Proprietorship, hereinafter referred to as "Consultant." Consultant and City shall be collectively referred to as “parties” or individually as a “party.

This Agreement is made with regard to the following recitals:

A. The City has determined that a consultant is necessary to assist with internal administrative investigation services.

B. Consultant represents that it is qualified, willing and able to provide the services to provide those services.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall undertake and complete Personnel and Administrative Investigations as assigned.

Consultant shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Consultant notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Consultant estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.
Consultant shall provide a status update to the City representative every sixty (60) days on any matter(s) under this Agreement.

2. TERM OF AGREEMENT.

This Agreement is effective as of September 11, 2018, and will continue in effect until September 11, 2020, or City's final acceptance of and payment for all services authorized by City and performed by Consultant, or until terminated in accordance with the provisions of the termination clause in this Agreement, whichever occurs first.

3. COMPENSATION.

Consultant agrees to accept a sum not to exceed $100,000 as full remuneration for performing all services and furnishing all staffing and materials called for performance by Consultant of all of its duties and obligations under this Agreement.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

Consultant shall be paid at a rate of $250 per hour for those services identified in the Scope of Work and reasonable expenses, for a total amount not to exceed $100,000.

City shall reimburse Consultant for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Consultant will not charge City for the cost of telephone calls. Costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, and the expenses of serving process shall be advanced by Consultant and reimbursed by City.

Billings shall be submitted to City every thirty (30) days unless otherwise advised. Each task shall be distinctly and completely identified. City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
4. **OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. **PERFORMANCE BY KEY EMPLOYEE.**

Consultant has represented to City that Mary Egan will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant therefore agrees that 100 percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. **OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

**Ownership of Documents**

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

**Title to Data**

If, as a part of the agreement, Consultant is required to produce data such
as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. **NEWS AND INFORMATION RELEASE.**

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Attorney or City Manager.

The City Attorney or City Manager shall serve as the point of contact for press information regarding all matters performed by Consultant under this Agreement. If any publicity is generated by the subject matter of this representation, Consultant will consult with and obtain approval of the City Attorney or City Manager before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

Consultant understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the services required by
this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

8. INTEREST OF CONTRACTOR.

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. AMENDMENTS.

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. INDEPENDENT CONTRACTOR.

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City.
No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City. However, the City may, from time to time, make space available to the Consultant to perform work.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement, regardless of whether the Consultant performs work on City property or elsewhere. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as
an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT: Name: Mary Egan

P.O Box 561,
Wilton, CA 95693
Phone: (916) 261-7547

FOR CITY:
Name: City of Modesto
Address: P.O. Box 642
Modesto, CA 95353
Attention: Adam U. Lindgren, City Attorney
Phone: (209) 571-5126

14. INSURANCE REQUIREMENTS.
Consultant shall comply with the insurance requirements contained in Exhibit “A” and shall procure, at its own expense, all insurance coverages listed in Exhibit “A” for the duration of this Agreement.

City shall withhold payments to Consultant if the certificates of insurance and endorsements required in this section are canceled or Consultant otherwise ceases to be insured as required herein.

15. TERMINATION OF AGREEMENT.

Termination on Occurrence of Stated Events

This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Consultant, (2) legal dissolution of Consultant, or (3) death of key principal(s) of Consultant.

Termination by City for Default of Consultant

Should Consultant default in the performance of this Agreement or material breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City’s property by Consultant, dishonesty or theft.
**Termination by Consultant for Default of City**

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Consultant may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with Consultant, willful destruction of Consultant's property by City, dishonesty or theft.

**Termination by City for Convenience**

The City may also terminate the Consultant's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to terminate the Agreement for convenience, and shall endeavor to provide the Consultant with consultation with the City prior to termination.

**Termination by City for Lack of Budgeted Funds**

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

**Termination for Failure to Make Agreed-Upon Payments**

Should City fail to pay Consultant all or any part of the payments set forth in this Agreement on the date due, at its option Consultant may terminate this Agreement if the failure is not remedied within thirty (30) days after Consultant notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.
Termination by City for Change of Consultant's Tax Status

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, Consultant shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. CERTIFIED PAYROLL REQUIREMENT.
For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. INDEMNITY.

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

18. DISPUTE RESOLUTION.

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California, by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be
specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitration not proceeding under the “fast track” rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the “fast track” rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.
The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party’s actual damages (excluding litigation costs and fees) against any party. This limitation of the arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Consultant shall include in all subcontracts a specification whereby the subcontractor consents to being joined in an arbitration between City and Consultant involving the work of the subcontractor to be joined. Consultant’s failure to do so shall be a breach of this Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between Consultant and City. Additional or new terms contained in this Agreement which vary from Consultant’s proposal or the Letters of Engagement are controlling and are deemed accepted by Consultant. All previous proposals, offers and communications relative to this Agreement,
whether oral or written, are hereby superseded except to the extent that they have been
incorporated into this Agreement. No future waiver of or exception to any of the terms,
conditions, and provisions of this Agreement shall be considered valid unless specifically agreed
to in writing by all the parties.

20. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless
continue in full force without being impaired or invalidated in any way.

21. WAIVER.

The waiver by any party to this Agreement of a breach of any provision
hereof shall be in writing and shall not operate or be construed as a waiver of any other or
subsequent breach hereof unless specifically stated in writing.

22. AUDIT.

The City's duly authorized representative shall have access at all reasonable
times to all reports, contract records, contract documents, contract files, and personnel necessary
to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to
charges under this Agreement for a period of four (4) years following the date of final payment for
Consultant services. City's representative shall have the right to reproduce any of the aforesaid
documents.

23. GOVERNING LAW.

This Agreement shall be governed, construed and enforced in accordance
with the laws of the State of California. Venue of any litigation arising out of or connected with
this Agreement shall lie exclusively in the state trial court or Federal District Court located in
Stanislaus County in the State of California, and the Parties consent to jurisdiction over their
persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk on the________ day of______, 2018, and ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES has caused this Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,  
a municipal corporation

BY: ______________________  
JOSEPH P. LOPEZ, City Manager

CONSULTANT,  
MUNICIPAL RESOURCE GROUP, LLC

BY: ______________________  
MARY EGAN

By ______________________  
Name  
Title

ATTEST:  
(Seal)
BY: ______________________

STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID #____________

APPROVED AS TO FORM:

BY: ______________________

ADAM U. LINDGREN, City Attorney

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required

APPROVED AS TO FORM:

BY: ______________________

CATHY TALONGWA, Risk Manager
STANDARD AGREEMENT
FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this day of 2018, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and DR ASSOCIATES INTERNATIONAL, a California Sole Proprietorship, hereinafter referred to as "Consultant." Consultant and City shall be collectively referred to as "parties" or individually as a "party.

This Agreement is made with regard to the following recitals:

A. The City has determined that a consultant is necessary to assist with internal administrative investigation services.

B. Consultant represents that it is qualified, willing and able to provide the services to provide those services.

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall undertake and complete Personnel and Administrative Investigations as assigned.

Consultant shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Consultant notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Consultant estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

Consultant shall provide a status update to the City representative every sixty (60) days on
any matter(s) under this Agreement.

2. **TERM OF AGREEMENT.**

   This Agreement is effective as of September 11, 2018, and will continue in effect until September 11, 2020, or City's final acceptance of and payment for all services authorized by City and performed by Consultant, or until terminated in accordance with the provisions of the termination clause in this Agreement, whichever occurs first.

3. **COMPENSATION.**

   Consultant agrees to accept a sum not to exceed $100,000 as full remuneration for performing all services and furnishing all staffing and materials called for performance by Consultant of all of its duties and obligations under this Agreement.

   The Compensation shall be paid pursuant in the manner and at the times set forth below:

   Consultant shall be paid at a rate of $190.00 per hour for Senior Partners and $125.00 for Junior Partners those services identified in the Scope of Work and reasonable expenses, for a total amount not to exceed $100,000.

   City shall reimburse Consultant for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, approved in advance, at $0.56 per mile. Consultant will not charge City for the cost of telephone calls. Costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, and the expenses of serving process shall be advanced by Consultant and reimbursed by City.

   Billings shall be submitted to City every thirty (30) days unless otherwise advised. Each task shall be distinctly and completely identified. City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
4. **OBLIGATIONS OF CONSULTANT.**

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

5. **PERFORMANCE BY KEY EMPLOYEE.**

Consultant has represented to City that David Reuben will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant therefore agrees that 100 percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. **OWNERSHIP OF DOCUMENTS/TITLE TO DATA.**

**Ownership of Documents**

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

**Title to Data**

If, as a part of the agreement, Consultant is required to produce data such
as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. NEWS AND INFORMATION RELEASE.

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Attorney or City Manager.

The City Attorney or City Manager shall serve as the point of contact for press information regarding all matters performed by Consultant under this Agreement. If any publicity is generated by the subject matter of this representation, Consultant will consult with and obtain approval of the City Attorney or City Manager before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

Consultant understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the services required by
this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

8. **INTEREST OF CONTRACTOR.**

Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant warrants that, in performance of this Agreement, Consultant shall not employ any person having any such interest. Consultant agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of City.

9. **AMENDMENTS.**

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

10. **INDEPENDENT CONTRACTOR.**

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City.
No agent, officer, or employee of the City is to be considered an employee of Consultant. It is understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Consultant, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City. However, the City may, from time to time, make space available to the Consultant to perform work.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement, regardless of whether the Consultant performs work on City property or elsewhere. Consultant shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. Consultant is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Consultant.

It is understood and agreed that as an independent contractor and not an employee of City neither the Consultant or Consultant's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as
an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

FOR CONSULTANT: Name: Dave Reuben

P.O.Box 2399
Davis, CA 95617
14. INSURANCE REQUIREMENTS.
Consultant shall comply with the insurance requirements contained in Exhibit “A” and shall procure, at its own expense, all insurance coverages listed in Exhibit “A” for the duration of this Agreement.

City shall withhold payments to Consultant if the certificates of insurance and endorsements required in this section are canceled or Consultant otherwise ceases to be insured as required herein.

15. TERMINATION OF AGREEMENT.

Termination on Occurrence of Stated Events
This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Consultant, (2) legal dissolution of Consultant, or (3) death of key principal(s) of Consultant.

Termination by City for Default of Consultant
Should Consultant default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Consultant. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City's property by Consultant, dishonesty or theft.
Termination by Consultant for Default of City

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Consultant may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with Consultant, willful destruction of Consultant's property by City, dishonesty or theft.

Termination by City for Convenience

The City may also terminate the Consultant's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to terminate the Agreement for convenience, and shall endeavor to provide the Consultant with consultation with the City prior to termination.

Termination by City for Lack of Budgeted Funds

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

Termination for Failure to Make Agreed-Upon Payments

Should City fail to pay Consultant all or any part of the payments set forth in this Agreement on the date due, at its option Consultant may terminate this Agreement if the failure is not remedied within thirty (30) days after Consultant notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.
Termination by City for Change of Consultant's Tax Status

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, Consultant shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Consultant shall provide sufficient oral or written status reports to make City reasonably aware of the status of Consultant's work on the project. Further, if City so requests, and at City's cost, Consultant shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Consultant an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Consultant, Consultant understands and agrees that City may, in City's sole discretion, refuse to pay Consultant for that portion of Consultant's services which were performed by Consultant on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

16. CERTIFIED PAYROLL REQUIREMENT.
For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. INDEMNITY.

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

18. DISPUTE RESOLUTION.

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California, by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be
specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The “fast track” rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS. In arbitration not proceeding under the “fast track” rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the “fast track” rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.
The arbitrator may grant any remedy or relief deemed by the arbitrator just
and equitable under the circumstances, whether or not such relief could be awarded in a court of
law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of
cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the
arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing
party, against the party who did not prevail. The prevailing party shall be the party in whose
favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator
shall have no power to award punitive damages or other damages not measured by the party’s
actual damages (excluding litigation costs and fees) against any party. This limitation of the
arbitrator’s powers under this Agreement shall not operate as an exclusion of the issue of
punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with
respect to that issue.

Consultant shall include in all subcontracts a specification whereby the
subcontractor consents to being joined in an arbitration between City and Consultant involving
the work of the subcontractor to be joined. Consultant’s failure to do so shall be a breach of this
Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California
Code of Civil Procedure, Section 1296. The arbitrator’s award shall be deemed final, conclusive
and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between
Consultant and City. Additional or new terms contained in this Agreement which vary from
Consultant's proposal or the Letters of Engagement are controlling and are deemed accepted by
Consultant. All previous proposals, offers and communications relative to this Agreement,
whether oral or written, are hereby superseded except to the extent that they have been
incorporated into this Agreement. No future waiver of or exception to any of the terms,
conditions, and provisions of this Agreement shall be considered valid unless specifically agreed
to in writing by all the parties.

20. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless
continue in full force without being impaired or invalidated in any way.

21. **WAIVER.**

The waiver by any party to this Agreement of a breach of any provision
hereof shall be in writing and shall not operate or be construed as a waiver of any other or
subsequent breach hereof unless specifically stated in writing.

22. **AUDIT.**

The City's duly authorized representative shall have access at all reasonable
times to all reports, contract records, contract documents, contract files, and personnel necessary
to audit and verify Consultant's charges to City under this Agreement.

Consultant agrees to retain reports, records, documents, and files related to
charges under this Agreement for a period of four (4) years following the date of final payment for
Consultant services. City's representative shall have the right to reproduce any of the aforesaid
documents.

23. **GOVERNING LAW.**

This Agreement shall be governed, construed and enforced in accordance
with the laws of the State of California. Venue of any litigation arising out of or connected with
this Agreement shall lie exclusively in the state trial court or Federal District Court located in
Stanislaus County in the State of California, and the Parties consent to jurisdiction over their
persons and over the subject matter of any such litigation in such courts, and consent to service of
process issued by such courts.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall
not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements
for employees, in accordance with federal, state, and county safety and health regulations and
laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances,
regulations and permits.

26. **CITY BUSINESS LICENSE.**

Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has
authorized the execution of this Agreement for Consultant Services in duplicate by its City
Manager and attestation by its City Clerk on the_______day of______, 2018, and
ARMISTEAD RESEARCH AND INVESTIGATIVE SERVICES has caused this Agreement
to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

CONSULTANT,
DRI ASSOCIATES INTERNATIONAL

BY: ______________________________
    JOSEPH P. LOPEZ, City Manager

BY: ______________________________
    DAVID REUBEN

By ______________________________
    Name                     Title

ATTEST:
(Seal)
BY: __________________________
STEPHANIE LOPEZ, City Clerk

Consultant’s Federal ID #__________________

APPROVED AS TO FORM:

BY: __________________________
ADAM U. LINDGREN, City Attorney

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

APPROVED AS TO FORM:

BY: __________________________
CATHY TALONGWA, Risk Manager
RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT WITH SLOAN SAKAI YEUNG & WONG, LLP TO ASSIST WITH LABOR NEGOTIATIONS, FOR AN ANNUAL AMOUNT NOT TO EXCEED $100,000 FOR A TWO YEAR TERM, AND A TOTAL AMOUNT NOT TO EXCEED $200,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Human Resources Department, have determined specific labor, employment and personnel legal matters need to be addressed in preparation for the multiple upcoming Labor Contract negotiations, and

WHEREAS, there is a need for specialized legal and consultant services in the area of labor negotiations, and

WHEREAS, Sloan Sakai Yeung & Wong, LLP (Sloan Sakai) have extensive experience representing small and large public jurisdictions in California and have years of negotiations experience negotiating with the primary labor representatives in Northern California, including Public Safety and non-sworn Unions, and

WHEREAS, the attorneys within Sloan Sakai have assisted the City at the bargaining table for the past several years, and

WHEREAS, the award of proposal for negotiations consultation to Sloan Sakai Yeung & Wong, LLP, Berkeley, CA conforms to Modesto Municipal Code 8-3.204(a) as it is a Professional Services.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Modesto that it hereby approves a Legal Services Agreement with Sloan Sakai Yeung & Wong, LLP to assist with labor negotiations, for an annual amount not to exceed $100,000 for a two year term, and a total amount not to exceed $200,000, as provided in
Exhibit A attached hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to Exhibit A.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute the Legal Services Agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
Public Sector and Non-Profit Fee Schedule
Effective January 1, 2018 to December 31, 2018

Partners: $300 - $450
Of Counsel: $265 - $385
Senior Counsel: $275 - $375
Associates: $215 - $275
Law Clerks: $145
Paralegals: $105 - $175
Analysts: $95 - $135
Consultants: $160 - $275
RESOLUTION AMENDING THE CLASS RANGE TABLE FOR REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES

WHEREAS, the City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective July 10, 2018 was adopted by Modesto City Council Resolution No. 2018-282, and

WHEREAS, the City Council desires to amend the Class Range Table for Represented Management and Confidential Non-Sworn Classes Attachment for Resolution 2018-282, Effective July 10, 2018, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

1. AMENDMENT TO RESOLUTION NO. 2018-282. Attachment entitled “City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective August 1, 2018”, is hereby amended and replaced with Exhibit A attached hereto and made a part hereof as though set forth in full herein and summarized as follows:

   A. Exhibit “A” entitled “City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective September 11, 2018”, is amended to:

      i. Adjust Solid Waste Enforcement Supervisor to salary range 434

2. EFFECTIVE DATE. This resolution shall become effective on and after September 11, 2018.
The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 11th day of September, 2018, by Councilmember
Kenoyer, who moved its adoption, which motion being duly seconded by
Councilmember Ah You, was upon roll call carried and the resolution adopted by the
following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour,
Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: _______________________________

(SEAL)

APPROVED AS TO FORM:

By: ________________________________

ADAM U. LINDGREN, City Attorney

09/11/2018/HR/NSanroyo/Item 8

2018-387
<table>
<thead>
<tr>
<th>RANGE</th>
<th>TITLE</th>
</tr>
</thead>
</table>
| 410   | Administrative Office Assistant II (Confidential)  
Account Clerk I (Confidential) |
| 412   | Police Clerk II (Confidential)  
Account Clerk II (Confidential) |
| 414   | Administrative Office Assistant III (Confidential) |
| 417   | Legal Secretary I |
| 418   | Systems Technician I  
Senior Administrative Office Assistant (Confidential) |
| 420   | Workers’ Compensation Claims Assistant |
| 421   | Administrative Services Technician I (Confidential)  
Legal Secretary II  
Executive Assistant |
| 422   | Deputy City Clerk  
Homeless Management Information System (HMIS) Technician  
Systems Technician II |
| 423   | Account Technician (Confidential)  
Custodian Supervisor  
Senior Legal Secretary  
Workers’ Compensation Claims Examiner I |
| 424   | Buyer |
| 425   | Administrative Services Technician II (Confidential)  
Office Supervisor |
| 426   | Central Stores Supervisor  
Employee Benefits Coordinator  
Financial Analyst I  
Homeless Management Information System (HMIS) Program Coordinator  
Senior Systems Technician |
| 427   | Administrative Analyst I  
Technology Solutions Analyst I |
<table>
<thead>
<tr>
<th>RANGE</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Utility Dispatch Supervisor</td>
</tr>
<tr>
<td>428</td>
<td>Animal Control Supervisor</td>
</tr>
<tr>
<td></td>
<td>Human Resources Analyst I</td>
</tr>
<tr>
<td></td>
<td>Workers' Compensation Claims Examiner II</td>
</tr>
<tr>
<td>429</td>
<td>Assistant Planner</td>
</tr>
<tr>
<td></td>
<td>Parking Adjudication Program Coordinator</td>
</tr>
<tr>
<td></td>
<td>Parking Services Supervisor</td>
</tr>
<tr>
<td></td>
<td>Police Range and Training Center Coordinator</td>
</tr>
<tr>
<td>430</td>
<td>Assistant City Clerk</td>
</tr>
<tr>
<td></td>
<td>Financial Analyst II</td>
</tr>
<tr>
<td></td>
<td>Senior Buyer</td>
</tr>
<tr>
<td></td>
<td>Software Analyst I</td>
</tr>
<tr>
<td></td>
<td>Systems Engineer I</td>
</tr>
<tr>
<td>431</td>
<td>Administrative Analyst II</td>
</tr>
<tr>
<td></td>
<td>Events Coordinator</td>
</tr>
<tr>
<td></td>
<td>Police Civilian Supervisor</td>
</tr>
<tr>
<td></td>
<td>Technology Solutions Analyst II</td>
</tr>
<tr>
<td>432</td>
<td>Human Resources Analyst II</td>
</tr>
<tr>
<td></td>
<td>Junior Engineer</td>
</tr>
<tr>
<td></td>
<td>Neighborhood Preservation Supervisor</td>
</tr>
<tr>
<td></td>
<td>Senior Workers' Compensation Claims Examiner</td>
</tr>
<tr>
<td>433</td>
<td>Assistant Surveyor</td>
</tr>
<tr>
<td></td>
<td>Associate Planner</td>
</tr>
<tr>
<td></td>
<td>Water Resources Analyst</td>
</tr>
<tr>
<td>434</td>
<td>Compost Facility Supervisor</td>
</tr>
<tr>
<td></td>
<td>Financial Analyst III</td>
</tr>
<tr>
<td></td>
<td>Operations Supervisor</td>
</tr>
<tr>
<td></td>
<td>Recreation Supervisor</td>
</tr>
<tr>
<td></td>
<td>Recycling Program Coordinator</td>
</tr>
<tr>
<td></td>
<td>Software Analyst II</td>
</tr>
<tr>
<td></td>
<td><strong>Solid Waste Enforcement Supervisor</strong></td>
</tr>
<tr>
<td></td>
<td>Systems Engineer II</td>
</tr>
<tr>
<td>435</td>
<td>Assistant Transportation Planner</td>
</tr>
<tr>
<td></td>
<td>Business Analyst</td>
</tr>
<tr>
<td>RANGE</td>
<td>TITLE</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>Cultural Services Program Manager</td>
</tr>
<tr>
<td></td>
<td>Customer Services Supervisor</td>
</tr>
<tr>
<td></td>
<td>Emergency Medical Services Coordinator</td>
</tr>
<tr>
<td></td>
<td>Management Analyst</td>
</tr>
<tr>
<td></td>
<td>Organizational Development Coordinator</td>
</tr>
<tr>
<td></td>
<td>Parks Project Coordinator</td>
</tr>
<tr>
<td></td>
<td>Transit Analyst</td>
</tr>
<tr>
<td></td>
<td>Weed and Seed Program Coordinator</td>
</tr>
<tr>
<td>436</td>
<td>Assistant Engineer</td>
</tr>
<tr>
<td></td>
<td>Housing Rehabilitation Supervisor</td>
</tr>
<tr>
<td></td>
<td>Public Safety Information Coordinator</td>
</tr>
<tr>
<td></td>
<td>Senior Crime and Intelligence Analyst</td>
</tr>
<tr>
<td>437</td>
<td>Electrical Supervisor</td>
</tr>
<tr>
<td>438</td>
<td>Economic Development Marketing Specialist</td>
</tr>
<tr>
<td></td>
<td>Plant Maintenance Supervisor</td>
</tr>
<tr>
<td></td>
<td>Property Agent</td>
</tr>
<tr>
<td></td>
<td>Public Safety Business Services Analyst</td>
</tr>
<tr>
<td></td>
<td>Risk and Loss Control Coordinator</td>
</tr>
<tr>
<td></td>
<td>Safety Officer</td>
</tr>
<tr>
<td></td>
<td>Senior Community Development Program Specialist</td>
</tr>
<tr>
<td></td>
<td>Senior Financial Analyst</td>
</tr>
<tr>
<td></td>
<td>Senior Human Resources Analyst</td>
</tr>
<tr>
<td></td>
<td>Senior Software Analyst</td>
</tr>
<tr>
<td></td>
<td>Senior Systems Engineer</td>
</tr>
<tr>
<td>439</td>
<td>Administrative Services Officer</td>
</tr>
<tr>
<td></td>
<td>Associate Land Surveyor</td>
</tr>
<tr>
<td></td>
<td>Associate Transportation Planner</td>
</tr>
<tr>
<td></td>
<td>Electrical Supervisor – Utilities</td>
</tr>
<tr>
<td></td>
<td>Senior Business Analyst</td>
</tr>
<tr>
<td></td>
<td>Senior Planner</td>
</tr>
<tr>
<td>440</td>
<td>Associate Engineer</td>
</tr>
<tr>
<td></td>
<td>Community and Media Relations Officer</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Supervisor</td>
</tr>
<tr>
<td></td>
<td>Integrated Waste Specialist</td>
</tr>
<tr>
<td></td>
<td>Materials Management Superintendent/City Arborist</td>
</tr>
<tr>
<td></td>
<td>Utilities Plant Operations Supervisor</td>
</tr>
<tr>
<td></td>
<td>Utilities Services Supervisor</td>
</tr>
<tr>
<td>RANGE</td>
<td>TITLE</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
</tr>
</tbody>
</table>
| 441   | Housing and Urban Development Supervisor  
       | Infrastructure Financing Program Supervisor  
       | Laboratory Supervisor  
       | Police Civilian Manager  
       | Auditor I |
| 442   | Centre Plaza Manager  
       | Construction Inspection Supervisor  
       | Principal Information Technology Administrator  
       | Purchasing Manager  
       | Auditor II |
| 443   | Associate Civil/Traffic Engineer  
       | Customer Services Manager  
       | Parks Planning and Development Manager  
       | Senior Transportation Planner |
| 444   | Building Safety Program Coordinator  
       | Building Inspection Supervisor  
       | Environmental Regulatory Compliance Manager  
       | Plant Maintenance Superintendent  
       | Recreation Program Manager  
       | Water Superintendent |
| 445   | Airport Manager  
       | Deputy Fire Marshal  
       | Facilities Manager  
       | Fleet Manager  
       | Senior Land Surveyor  
       | Streets Manager |
| 446   | Accounting Manager |
| 447   | Principal Planner  
       | Traffic Operations Engineer |
| 448   | Recreation and Neighborhoods Services Manager  
       | Transit Manager  
       | Solid Waste Program Manager |
| 449   | Assistant Chief Building Official  
<pre><code>   | Information Technology Manager |
</code></pre>
<table>
<thead>
<tr>
<th>RANGE</th>
<th>TITLE</th>
</tr>
</thead>
</table>
| 450   | Business Center Manager  
|       | Community Development Manager  
|       | Planning Manager  
|       | Senior Civil Engineer  
|       | Wastewater Collections Systems Manager  
|       | Water Quality Control Plant Manager  
|       | Water Systems Manager |
| 451   | Operations Manager |
| 452   | Traffic Engineer |
| 453   | Chief Building Official  
|       | Parks Recreation & Neighborhoods Operations Manager |
| 454   | Assistant City Engineer |
| 459   | City Engineer  
|       | Engineering Division Manager |
RESOLUTION AMENDING THE CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO AMEND THE CLASSIFICATION OF SOLID WASTE ENFORCEMENT SUPERVISOR, REALLOCATE THE ADMINISTRATIVE SERVICES OFFICER AND TWO POLICE TECHNICIANS

WHEREAS, a Position Classification Plan for the City of Modesto was adopted by Modesto City Council Resolution No. 2018-281 pursuant to Rule 2.2 of the Personnel Rules and Regulations of the City of Modesto, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revisions to the Classification Plan shall be effective upon adoption of resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that the Position Classification Plan is hereby amended to adjust the classification of Solid Waste Enforcement Supervisor to salary range 434, reallocating two Police Technicians to Crime Analyst and reallocate one Administrative Services Officer to one Organizational Development Coordinator effective September 11, 2018.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney

STEPHANIE LOPEZ, City Clerk
RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 2018-19 AS ADOPTED IN THE OPERATING BUDGET FOR ADMINISTRATIVE SERVICES OFFICER AND POLICE TECHNICIAN

WHEREAS, a Position Allocation for the City of Modesto was adopted by Modesto City Council on July 10, 2018, by resolution 2018-283, and

WHEREAS, classification studies are conducted to ensure that a classification system is equitable and consistent within an organization and that positions are correctly classified, and

WHEREAS, per Personnel Administrative Order 2.2-87-12, a classification study may be conducted in response to a reclassification request, to develop/revise a classification specification, or to assist in a reorganization, and

WHEREAS, classification studies were conducted by Human Resources to determine appropriate classification, and

WHEREAS, position changes will be effective the pay period in which September 11, 2018 falls, (Pay Period beginning September 4, 2018).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Position Allocation and the Fiscal Year 2018-19 Operating Budget for various departments as follows:

1. Reallocate two Police Technicians in the Modesto Police Department to two Crime Analysts in the Modesto Police Department.

2. Reallocate one Administrative Services Officer in the Information Technology Department to one Organizational Development Coordinator in the Human Resources Department.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

**AYES:** Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

**NOES:** Councilmembers: None

**ABSENT:** Councilmembers: Zoslocki

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH STANISLAUS COUNTY FOR A JOINT APPLICATION FOR FUNDING IN THE AMOUNT OF $177,835 THROUGH THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF AGREEMENT

WHEREAS, the JAG Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions, and

WHEREAS, the City of Modesto Police Department is eligible to apply for $147,207 and Stanislaus County is eligible for $30,628, and

WHEREAS, the City of Modesto Police Department is considered “disparate” under the terms of this grant because the City is eligible to receive one and one-half times more than a County (150% more than the County with concurrent jurisdiction), and

WHEREAS, the Modesto Police Department and Stanislaus County are required to submit a joint application for the total eligible allocation of $177,835, and

WHEREAS, the City of Modesto will use its allocation to help fund the acquisition and implementation of License Plate Reader (LPR) equipment in the form of fixed cameras and associated system components, and

WHEREAS, there is no match required for this grant, and

WHEREAS, Stanislaus County will be the fiscal agent for this grant, and

WHEREAS, the County will charge the City a three percent (3%) administrative fee in the amount of $4,416 to cover the reporting costs associated with the grant, and
WHEREAS, the grant requires the City, as a disparate agency, to set aside three percent (3%) in the amount of $4,416 to be used for NIBRS compliance, and

WHEREAS, the City will utilize these set-aside funds to cover costs of building, testing and training staff in the use of this reporting module, and

WHEREAS, the grant requires that a separate multi-year project account must be established for fund deposits, and funds cannot be commingled with funds from any other source, and

WHEREAS, the grant requires a signed Memorandum of Agreement between the City and County for the application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Memorandum of Agreement with Stanislaus County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program Fiscal Year 2018 Local Solicitation and authorizes a joint application with Stanislaus County.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the grant application upon award.
The foregoing resolution was introduced at a regular meeting of the Council of
the City of Modesto held on the 11th day of September, 2018, by Councilmember
Kenoyer, who moved its adoption, which motion being duly seconded by
Councilmember Ah You, was upon roll call carried and the resolution adopted by the
following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour,
Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
RESOLUTION ACCEPTING THE 2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF $430,000 FROM THE OFFICE OF TRAFFIC SAFETY TO INCREASE ENFORCEMENT FOR SPEED, DUI, AND OTHER SPECIAL TRAFFIC ENFORCEMENT OPERATIONS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, the City of Modesto Police Department desires to undertake a certain project designated as the Selective Traffic Enforcement Program (STEP) grant from the Office of Traffic Safety (OTS), and

WHEREAS, the Police Department was awarded a grant in the sum of $430,000 from OTS, and

WHEREAS, acceptance of said $430,000 grant will increase enforcement for speed, DUI, and other special traffic enforcement operations, while also reducing collisions with speed, DUI, and special operations, and

WHEREAS, OTS will pay overtime for officers, training, and equipment to assist in traffic studies and other traffic related enforcement equipment, and

WHEREAS, the term of this grant will be from October 1, 2018, through September 30, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Selective Traffic Enforcement Program Grant in the amount of $430,000 from the Office of Traffic Safety to increase enforcement for speed, DUI, and other special traffic enforcement operations.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary award documents.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: 

(SEAL)

APPROVED AS TO FORM:

By: 

ADAM U. LINDGREN, City Attorney

STEPHANIE LOPEZ, City Clerk
RESOLUTION AMENDING THE FISCAL YEAR 2018-19 OPERATING AND MULTI-YEAR BUDGET TO APPROPRIATE REVENUE AND EXPENSES IN THE AMOUNT OF $430,000 RELATED TO THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT TO INCREASE ENFORCEMENT FOR SPEED, DUI, AND OTHER SPECIAL TRAFFIC ENFORCEMENT OPERATIONS

WHEREAS, the Police Department acquired a grant award in the amount of $430,000 from the Office of Traffic Safety (OTS) to increase enforcement for speed, DUI, and other special traffic enforcement operations, and

WHEREAS, the grant will pay overtime for officers for special enforcement operations, DUI saturation patrols, and other traffic related enforcement supplies, and

WHEREAS, there is no local match required for this grant, and

WHEREAS, certain budgetary adjustments are necessary to account for the programing of revenues and offsetting expenses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2018/2019 Operating and Multi-Year Budget is hereby adjusted as indicated on budget adjustment attached.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: [Signature]

SEAL

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney
# Request for Budget Adjustment

**Contact Person:** Julie Hendee  
**Telephone:** 572-9518  
**Submitting Department:** Police

**Project Name:** 2018-19 OTS STEP GRANT  
**Project Fund:** 1342 - Police Grants

**Fiscal Year being Adjusted:** FY 2018-19

<table>
<thead>
<tr>
<th>FY</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Account</th>
<th>Project</th>
<th>Current Budget</th>
<th>Increase/ (Decrease)</th>
<th>Revised Budget</th>
<th>Description of Account</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Intergov - State - Office of Traffic Safety</td>
</tr>
</tbody>
</table>

## Revenues

**FROM**

**TO**

- MY - 1342 - 19998 - 42141 - 101136 $0 $430,000 $430,000

## Expenses

**FROM**

**TO**

- MY - 101136 - APPR A - 51200 - Overtime $0 $414,938 $414,938
- MY - 101136 - APPR C - 52010 - Printing $0 $2,100 $2,100
- MY - 101136 - APPR C - 52300 - Tools and Field Supplies $0 $1,709 $1,709
- Y - 101136 - APPR C - 53020 - Conference Expenses $0 $2,753 $2,753
- Y - 101136 - APPR C - 52038 - Police Equipment <$5K $0 $8,500 $8,500

$430,000

## Justification for Budget Adjustment

This budget amendment is being made to: 1) Program 2019 STEP grant revenue and offsetting expenses in the amount of $430,000. This action will establish a new grant Project account for the recently awarded Office of Traffic Safety (OTS) 2018-19 Selected Traffic Enforcement Program Grant. Grant funding will be used to fund operations to and deploy best practices strategies to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors.

<table>
<thead>
<tr>
<th>Authorization</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services Officer (if needed)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Department Director or Authorized Designee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Manager</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To be Completed by Finance Staff

Transfer Number: ______________________  
Completed By: ______________________
MODESTO CITY COUNCIL
RESOLUTION NO. 2018-393

RESOLUTION APPROVING PURCHASE AGREEMENT WITH FASTENAL COMPANY INC., WINONA, MN, BY UTILIZING THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT, FOR INDUSTRIAL VENDING MACHINE SUPPLIES, FOR A TWO-YEAR AGREEMENT WITH THREE ONE-YEAR EXTENSION OPTIONS, FOR AN ANNUAL COST NOT TO EXCEED $283,900, AND A TOTAL AMOUNT NOT TO EXCEED $1,419,500 OVER FIVE YEARS AND AUTHORIZING THE PURCHASING MANAGER, OR HER DESIGNEE, TO ISSUE THE PURCHASE AGREEMENT

WHEREAS, the Wastewater and Water Divisions have remote sites that make it inefficient to travel to City Stores or various businesses to pick up consumables and Personal Protective Equipment (PPE), and

WHEREAS, in 2013, the City initiated a trial program to test using vending machines to provide items such as; hard hats, gloves, sun lotion, ear plugs, batteries, hand cleaner, WD40, etc. Industrial vending machines can be easily located at various sites and provide staff with access to required PPE and supplies 24 hours a day, and

WHEREAS, with the closure of City Stores in December 2016, staff has increased the use of the industrial vending machines and they are now available to several City departments, and

WHEREAS, the City is currently using Fastenal Company Inc. (Fastenal) to provide vending machine services; Fastenal monitors vending machine inventory and restocks the vending machines on a weekly basis, and

WHEREAS, the City Manager authorized the Purchasing Division to issue formal Request for Bids (RFB) for Industrial Vending Services on January 30, 2018, and
WHEREAS, while researching to prepare for the RFB, Purchasing staff discovered a Request for Proposal (RFP) by National Intergovermental Purchasing Alliance (National IPA), and

WHEREAS, National IPA, on behalf of the University of California issued an RFP on January 31, 2018, to establish a national cooperative contract for maintenance, repair, and operation supplies and related services, and

WHEREAS, notices of solicitation were sent to potential offerors, as well as advertised in 18 newspapers. On March 17, 2018 proposals were received from 14 offerors, and were evaluated by an evaluation committee, and

WHEREAS, using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Fastenal and proceed with a contract award upon successful completion of negotiations, and

WHEREAS, the University of California, National IPA, and Fastenal Company successfully negotiated a contract and executed the agreement with an effective date of July 1, 2018 for an initial five-year term with two additional one-year options, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid, and

WHEREAS, exceptions to the formal bidding process are granted in MMC 8-.204(d) “Where the Purchasing Manager, in his or her discretion, determines that a process other than the formal bid procedure set for in Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality,” and
WHEREAS, MMC 8-3.202(h) encourages to join with the State of California and other units of government in cooperative purchasing plans when the best interest of the City would be served, and

WHEREAS, this purchase qualifies for the exemption from the formal bidding process for these reasons.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Purchase Agreement for industrial vending machine supplies from Fastenal Company Inc., Winona, MN for a two-year agreement with three one-year extension options, for an annual cost not to exceed $283,900, and total amount not to exceed $1,419,500 over five years.

BE IT FURTHER RESOLVED, that the Purchasing Manager, or her designee, is hereby authorized to issue purchase agreements.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES:  Councilmembers:  Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES:  Councilmembers:  None

ABSENT:  Councilmembers:  Zoslocki

ATTEST:  

(SEAL)

APPROVED AS TO FORM:

By:  

ADAM U. LINDGREN, City Attorney
RESOLUTION APPROVING AN INCREASE OF $73,710 TO THE PURCHASING AGREEMENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT, OAKLAND, CA, FOR THE DISPOSAL OF GRAY WATER, FOR A NEW AGREEMENT TOTAL AMOUNT NOT TO EXCEED $208,710, AND AUTHORIZING THE PURCHASING MANAGER, OR HER DESIGNEE, TO INCREASE THE PURCHASE AGREEMENT

WHEREAS, the City of Modesto entered into a contract purchase agreement No. 65944 with East Bay Municipal Utility District (EBMUD), by Resolution No. 2014-305 in 2014 for an estimated annual cost of $27,000 which equals $135,000 over a five year period, and

WHEREAS, since 2014, the City has continued to see an increased need for disposal of gray water, and

WHEREAS, additional funding is necessary due to an increase of water production in Grayson which is resulting in additional gray water disposal, an increased number of loads to be disposed, and price increases to $0.06/gallon, and

WHEREAS, when the current contract was written, the Water Division was disposing eleven (11) times per month with an average of 5,000 gallons each time, and

WHEREAS, to complete the remaining 13 months of the contract, the Water Services Division estimates we will need 15 loads a month at 6,300 gallons/load, at $0.06 per gallon for a total of $73,710, and

WHEREAS, the current purchase agreements for gray water disposal expires on August 5, 2019, and

WHEREAS, staff requests an increase to the current agreement in the amount of $73,710 for a total contract amount not to exceed $208,710, and
WHEREAS, per MMC Section 8-3.204(c), the Purchasing Manager has the authority to recognize the department’s current situation as an exigent circumstance. Acting within the scope of this authority, the Purchasing Manager recommends staff be allowed to increase spending authority under this purchase agreement to $208,710, in accordance with MMC Section 8-3.204(c) ensuring that the gray water is hauled away and the continued operation of the water treatment facility is not interrupted. If the waste tanks are not emptied, the potable water supply to the Grayson community will cease, and

WHEREAS, MMC Section 8-3.203(b) provides that a purchase may be exempt from the City’s formal bidding requirements where the Purchasing Agency’s requirements can be met solely by a single article or process. This purchase increase qualifies for exemption from formal bidding for that reason, and

WHEREAS, staff is seeking Council authority to increase the funds available under the purchasing agreement with EBMUD by $73,710 for a total contract amount not to exceed $208,710.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an increase of $73,710 to the purchasing agreement with East Bay Municipal Utility District, Oakland, CA, for the disposal of gray water, for a new agreement total amount not to exceed $208,710.

BE IT FURTHER RESOLVED that the Purchasing Manager, or her designee, is hereby authorized to increase the purchase agreement.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney
MODESTO CITY COUNCIL
RESOLUTION NO. 2018-395

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): REZONE 0.2 ACRES FROM MEDIUM DENSITY RESIDENTIAL (R-2) ZONE AND PROFESSIONAL OFFICE (P-O) ZONE TO MEDIUM HIGH DENSITY RESIDENTIAL (R-3) ZONE, PROPERTY LOCATED AT 405 AND 409 E. ORANGEBURG AVENUE (SIMVOULAKIS)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, George Simvoulakis has proposed the rezone 0.2 acres from Medium Density Residential Zone, R-2, and Professional Office Zone, P-O, to Medium High Density Residential Zone, R-3, property located at 405 and 409 E. Orangeburg Avenue, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto’s Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2018-15 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on August 29, 2018, the City caused to be published a 20-day notice of the City’s intent to make a finding that the subsequent project conforms with the Master EIR, and
WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on September 11, 2018, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed Rezone, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11\textsuperscript{th} day of September, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

**AYES:** Councilmembers: Ah You, Kenoyer, Madrigal, Ridenour, Grewal

**NOES:** Councilmembers: Grewal

**ABSENT:** Councilmembers: Zoslocki, Mayor Brandvold

ATTEST: 

(SEAL)

APPROVED AS TO FORM:

By: 

ADAM U. LINDGREN, City Attorney
EXHIBIT A

Initial Study

EA/C&ED 2018-15
City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2018-15

For the proposed:

**RZN-18-001**
Rezone of 0.2 Acres from Medium Density Residential (R-2) Zone and Professional Office (P-O) Zone to Medium-High Residential (R-3) Zone

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

July 10, 2018

Updated: October 2016
City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City’s Master Environmental Impact Report (“Master EIR” or “MEIR”). This Initial Study Environmental Checklist (“Initial Study”) is used in determining whether the proposed rezone is “within the scope” of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is “within the scope” of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

“Additional significant effects” means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. “Substantial evidence” means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: RZN-18-001: Rezone of 0.2 acres from R-2 and P-O Zone to R-3 Zone

B. Address or Location: 405-409 E. Orangeburg Avenue (APNs 031-006-049 and -050)

C. Applicant: George Simvoulakis, 3620 Viader Dr., Modesto, CA 95356

D. City Contact Person: Katharine Martin, Associate Planner

Project Manager: Katharine Martin
Department: Community & Economic Development, Planning Division
Phone Number: 209-577-5465
E-mail address: kamartin@modestogov.com

E. Current General Plan Designation(s): Mixed Use (MU)

F. Current Zoning Classification(s): Medium High Density Residential (R-2) Zone and Professional Office (P-O) Zone

G. Surrounding Land Uses:
   North: Medium Density Residential (R-2) Zone, single-family residences
   South: Planned Development Zone P-D(493), air-space office condominiums

RZN-18-001: Rezone R-2 and P-O to R-3
General Plan Master EIR Finding of Conformance 1

Initial Study EA No. 2018-15
July 10, 2018
East: Professional Office (P-O) Zone, medical office building.
West: Low Density Residential (R-1) Zone, church

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

Proposed rezone of 0.2 acres comprised of two adjacent parcels of land located at 405 and 409 E. Orangeburg Avenue (APNs 031-006-049 and 006-031-050) within the Baseline Developed Area from current designations of Medium High Density Residential (R-2) Zone and Professional Office (P-O) Zone to Medium High Density Residential (R-3) Zone. Both properties are currently vacant and rezone would facilitate the development of multi-family housing under separate permits. The maximum density allowed for the site under the R-3 Zone would be four dwelling units total. No development is proposed with the rezone.

I. Other Public Agencies Whose Approval is Required: None
III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. **X Within the Scope** - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

   A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

   B. No new or additional mitigation measures or alternatives are required.

   C. The subsequent project is within the scope of the project covered by the Master EIR.

   D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

   E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. **Mitigated Negative Declaration Required** - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

   A. The subsequent project is within the scope of the project covered by the Master EIR.

   B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

   C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

   D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3. **Focused EIR Required** - On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

   A. The subsequent project is within the scope of the project covered by the Master EIR.
B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.
4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.</td>
<td>X</td>
</tr>
<tr>
<td>(2)</td>
<td>City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.</td>
<td>X</td>
</tr>
<tr>
<td>(3)</td>
<td>Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).</td>
<td>X</td>
</tr>
<tr>
<td>(4)</td>
<td>No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.</td>
<td>X</td>
</tr>
<tr>
<td>(5)</td>
<td>The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.</td>
<td>X</td>
</tr>
<tr>
<td>(6)</td>
<td>Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.</td>
<td>X</td>
</tr>
</tbody>
</table>

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.</td>
<td>√</td>
</tr>
<tr>
<td>(2)</td>
<td>This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:</td>
<td>X</td>
</tr>
<tr>
<td>(a)</td>
<td>No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.</td>
<td>X</td>
</tr>
<tr>
<td>(b)</td>
<td>No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.</td>
<td>X</td>
</tr>
<tr>
<td>(c)</td>
<td>Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.</td>
<td>X</td>
</tr>
</tbody>
</table>
Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is “within the scope” of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City’s obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.
1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations / policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto’s significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG’s Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding traffic from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.
c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

<table>
<thead>
<tr>
<th>1. TRAFFIC AND CIRCULATION</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR’s mitigation measures.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, etc.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>7) The proposed project would result in an increase in automobile vehicle miles traveled on a per capita</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>
General
RZN
or
gases
Effect
The
Effect expected
Direct
a
(2
(1
The project would rezone one residential lot from Medium Density Residential (R-2) Zone and
an adjacent lot zoned Professional Office (P-O) to Medium High Density Residential (R-3) Zone
to allow for future multi-family residential development on a total of 0.2 acres. The site is
within the Baseline Developed Area of the General Plan, and is within an area designated as
Mixed Use (MU) in the General Plan. The maximum density allowed under the R-3 Zone for
the site would be four dwelling units. The rezone and subsequent future residential project
would therefore not exceed traffic generation assumptions in the General Plan MEIR by 100
trips or more.

(2) The rezone would not exceed a level of service standard established by the county congestion
management agency for designated roads or highways.

(3) The project would not cause an increase in level of service for the adjacent streets or conflict
with any Congestion Management Plans, or cause an increase in vehicle miles or hours
traveled.

(4) The project would not cause emergency response times to exceed acceptable standards.

(5) Any future residential development will be required to provide parking as necessary for
residential uses.

(6) The project would not conflict with adopted alternative transportation plans or programs.

(7) The project would not result in an increase in vehicle miles traveled in excess of what was
considered by the General Plan MEIR.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts
expected after application of mitigations / policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic
gases (ROG) and oxides of nitrogen (NOx) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns
or less (PM_{10}) and 2.5 microns or less in diameter (PM_{2.5}) (see MEIR Table 2-8, page V-2-27).
Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NOx, PM10, and PM2.5.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding air quality from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>2. DEGRADATION OF AIR QUALITY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NOx, PM10, and PM2.5 by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NOx, PM10, and PM2.5.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project would expose sensitive</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------------</td>
<td>-----------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Effect</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) The proposed project would create objectionable odors affecting a substantial number of people.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

1. The rezone would not exceed emissions thresholds established by the SJVUAPCD, and is consistent with the development standards for a residential use as established by the General Plan.

2. Development of the site will be required to adhere to applicable City Zoning Ordinances, Standards, and applicable best management practices during the construction process.

3. The rezone would comply with the air quality policies in the Urban Area General Plan with implementation of the mitigation measures cited above.

4. The rezone would not expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.

5. The rezone would not create objectionable odors affecting a substantial number of people.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations / policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.
Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures regarding noise from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>3. GENERATION OF NOISE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:
The rezone is consistent with the noise policies of the General Plan, and any future residential development is not anticipated to generate noise levels that exceed the noise thresholds of the MEIR.

The project will not result in a substantial increase in ambient noise above levels described in the MEIR.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations / policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto’s planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures regarding agricultural lands from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.8 of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.
Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4. EFFECTS ON AGRICULTURAL LANDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) The proposed project is inconsistent with the Urban Area General Plan’s policies relating to agricultural land.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan’s planning area boundary.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project would be consistent with the General Plan’s policies relating to agricultural land. The site is located within the Baseline Developed Area, and is designated as Mixed Use (MU) in the General Plan’s Land Use Diagram.

(2) The project will not result in the development of land outside of the 2008 General Plan boundary. The site is within the Baseline Developed Area and is surrounded by urbanized area within the jurisdiction of the City.

(3) The site is not zoned for agricultural uses, nor is under a Williamson Act contract.

(4) The project will not convert existing farmland to a non-agricultural use.

5. **INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES**

a. **Significant Effects Identified in the Master EIR**

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations / policies:
Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding water supply from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) Water demand for the proposed project will exceed estimates for similar projects or for</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>

3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge. | ☐ | ☐ | ☐ | ✗ |

**Discussion:**

(1) The proposed project is consistent with the water supply policies in the General Plan.

(2) Water demand for the site will not exceed estimates for similar projects. Water service is available to the site.

(3) The proposed project is consistent with the ground water demands assumed in the General Plan. There would be no significant effect on ground water recharge or depletion of long-term water supplies.

### 6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

#### a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations / policies:

**Direct Impacts**

**Effect:** Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; and construction noise. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland caused by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

**Cumulative Impacts**

**Effect:** No additional cumulative impacts were identified in the Master EIR.

#### b. Master EIR and/or New Mitigation Measures Applied to the Project
Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. INCREASED DEMAND FOR SANITARY SEWER SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with the wastewater policies in the General Plan.

(2-3) The rezone would not generate sewage flows greater than those anticipated in the General Plan. The rezone would allow for multi-family residential development of four units at maximum. Sewer service is available to the site via existing lines under E. Orangeburg Avenue and Nelson Avenue. Current connections are provided from six-inch lines adjacent to the site.
7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring denser development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The project does not require mitigation measures from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Impact</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>--------------------------------------------------</td>
<td>-----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>habitat contained in the Urban Area General Plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Discussion:**

1. The project is consistent with the General Plan policies related to the loss of sensitive wildlife and plant habitat.

2. The project site is not within a biologically sensitive area as defined by Figures V-7-1a through V 7-1e of the MEIR. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were consulted in the production of the MEIR.

3. The site does not qualify as a federally protected wetland per Section 404 of the Clean Water Act.

4. The site is not within a biologically sensitive area as defined by Figures V-7-1a through V 7-1e of the MEIR. The movement of fish or birds or other wildlife would not be significantly affected by the project.

5. The project would not conflict with any local policies or ordinances protecting biological resources.
(6) There is no conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional or state habitat conservation plan.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations / policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources, in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:
8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would modify or demolish a structure more than 50 years old.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) The project would adversely affect a Tribal Cultural Resource identified and/or defined by the applicable Tribe.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

1) The project would be consistent with the archeological and historical resource policies in the General Plan.

2-4 The lots to be rezoned are vacant with no structures. There are no cultural resources at the site that are listed or eligible for listing on the California Register of Historical Resources.

5) The rezone would not adversely affect a Tribal Cultural Resource.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water...
flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>Potential Thresholds</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9. INCREASED DEMAND FOR STORM DRAINAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Impact</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-------------------------------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Increase in runoff before and after development.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Discussion:**

(1) The project is consistent with the wastewater policies in the General Plan.

(2-3) The project would not substantially increase the rate or amount of runoff. Any residential development would adhere to City Codes and Standards with regards to storm water handling and treatment.

### 10. FLOODING AND WATER QUALITY

**a. Significant Effects Identified in the Master EIR**

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations / policies:

**Direct Impacts**

**Effect:** No residual significant direct impacts were disclosed in the Master EIR.

**Cumulative Impacts**

**Effect:** No residual significant cumulative impacts were disclosed in the Master EIR.

**b. Master EIR and/or New Mitigation Measures Applied to the Project**

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

**Discussion:**

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

**c. Project-Specific Effects**

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

**Significance Criteria:** Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:
<table>
<thead>
<tr>
<th>10. FLOODING AND WATER QUALITY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or off-site.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>5) The proposed project does not comply with Modesto’s Guidance Manual for New Development Storm Water Quality Control Measures.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>6) The proposed project would violate water quality standards or waste discharge requirements.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of General Plan implementation.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

1. The proposed project is consistent with the flooding and water quality policies in the Urban Area General Plan.

2. The project would comply with the Federal Clean Water Act and the Porter Cologne Act requirements.

3-4. The project site is not within a 100-year flood hazard zone as established by the Federal Emergency Management Agency (FEMA).
(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures.

(6) The project will not violate water quality standards or waste discharge requirements.

(7) The project would not substantially alter the existing drainage pattern of the site, area or a watercourse in a manner that would result in erosion or siltation.

(8) The project would not substantially increase the rate or amount of runoff.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

RZN-18-001: Rezone R-2 and P-O to R-3
General Plan Master EIR Finding of Conformance
### 11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

<table>
<thead>
<tr>
<th>Impact Description</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would eliminate parks or open space.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Discussion:**

1) The project is consistent with the parks and open space policies in the General Plan.

2-3) The project will not impact parks or open space, or cause an increase in the use of existing parks. The project involves rezoning 0.2 acres to Medium High Density Residential (R-3) uses which would not impact parks.

### 12. INCREASED DEMAND FOR SCHOOLS

#### a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations / policies:

**Direct Impacts**

**Effect:** No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

**Cumulative Impacts**

**Effect:** Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.
b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12. INCREASED DEMAND FOR SCHOOLS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Discussion:

(1) The proposed rezone would not conflict with policies related to schools in the General Plan.

(2) The project would not conflict with SB50/Proposition 1A funding provisions, or succeeding measures.
13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>13. INCREASED DEMAND FOR POLICE SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potentially Significant Impact</td>
</tr>
<tr>
<td>-------------------------------------</td>
</tr>
<tr>
<td>1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.</td>
</tr>
<tr>
<td>2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other</td>
</tr>
</tbody>
</table>
Discussion:

(1) The project is consistent with the policies relating to police services in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>performance objectives.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 14. INCREASED DEMAND FOR FIRE SERVICES

<table>
<thead>
<tr>
<th>Effect</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Discussion:**

1. The proposed rezone is consistent with the fire service policies in the General Plan.

2. The rezone would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives.

3. The rezone would not cause the erosion or elimination of fire protection services. Development of residential uses as a result of the rezone will meet City Standards for emergency services access.

### 15. GENERATION OF SOLID WASTE

#### a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations / policies:

**Direct Impacts**

**Effect:** No residual significant direct impacts were disclosed in the Master EIR.

**Cumulative Impacts**

**Effect:** No residual significant cumulative impacts were disclosed in the Master EIR.
b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>15. GENERATION OF SOLID WASTE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
<tr>
<td>2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County’s disposal capacity.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with the solid waste policies in the General Plan.

(2) The project would not cause an impact to the disposal capacity of solid waste facilities in the County.
16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>16. GENERATION OF HAZARDOUS MATERIALS</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>
The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.

4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.

Discussion:

(1) The project is consistent with the hazardous materials policies in the General Plan.

(2) The project will comply with all applicable federal, state, and county standards and regulations relative to the handling, storage, disposal, and transport of hazardous or toxic materials or wastes. (No hazardous materials will be involved with this project).

(3) The project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would not create a significant hazard to the public or the environment.

(4) The project site is not known to contain any contaminants.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations / policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project
Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>17. GEOLGY, SOILS, AND MINERAL RESOURCES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with policies relating to geology, soils, and mineral resources in the General Plan.

(2) The project site is not be located on soil that is unstable, or that would become unstable as a result of the project. There are no known mineral resources of value to the region and the state on the property.
18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations / policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.8 of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>18. ENERGY</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

RZN-18-001: Rezone R-2 and P-O to R-3
General Plan Master EIR Finding of Conformance 35

Initial Study EA No. 2018-15
July 10, 2018
<table>
<thead>
<tr>
<th>Impact Category</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with the energy policies in the General Plan.

(2) The project would not result in energy consumption during construction, operation, maintenance or removal that is more wasteful, inefficient and unnecessary than assumed in the General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations / policies:

**Direct Impacts**

*Effect:* New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

**Cumulative Impacts**

*Effect:* No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects
Section V-18.8 of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

**Significance Criteria:** Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>19. EFFECTS ON VISUAL RESOURCES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Discussion:**

(1) The project is consistent with the policies relating the visual resources in the General Plan.

(2-3) The project would not impact views from riverside areas and parks, nor would degrade views of riverside areas and parks from public roadways.

**20. LAND USE AND PLANNING**

**a. Significant Effects Identified in the Master EIR**

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations / policies:

**Direct Impacts**

**Effect:** No residual significant direct impacts were disclosed in the Master EIR.

**Cumulative Impacts**

**Effect:** No residual significant cumulative impacts were disclosed in the Master EIR.

**b. Master EIR and/or New Mitigation Measures Applied to the Project**
The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:
There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>20. LAND USE AND PLANNING</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with the Redevelopment Planning District (RPD) land use designation in the General Plan.

(2) The project would not divide an established community.

(3) The project is consistent with the land use plan, policies and regulations of the City of Modesto designed to mitigate project impacts.
(4) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations / policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

There are no applicable mitigation measures from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

<table>
<thead>
<tr>
<th>21. CLIMATE CHANGE</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The proposed project is inconsistent with policies</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Impact Description</td>
<td>Potentially Significant Impact</td>
<td>Less Than Significant with Mitigation Incorporated</td>
<td>Less Than Significant Impact</td>
<td>No Impact</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>--------------------------------------------------</td>
<td>----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>relating to climate change in the Urban Area General Plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) The proposed project would result in average automobile trip lengths or CO₂ emissions higher than those assumed in the Master EIR.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion:

(1) The project is consistent with the policies relating to climate change in the Urban Area General Plan. The project would not have a significance effect on climate change.

(2) The project would not affect automobile trip lengths or CO₂ emissions.

(3) A Sustainable Communities Strategy has not yet been implemented by the ARB. Future development will be required to comply with the provisions of the Sustainable Communities Strategy once it is established.
V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project’s effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect:

Traffic and Circulation:
N/A

Degradation of Air Quality:
N/A

Generation of Noise:
N/A

Effects on Agricultural Lands:
N/A

Increased Demand for Long-Term Water Supplies:
N/A
Increased Demand for Sanitary Sewer Services:
N/A

Loss of Sensitive Wildlife and Plant Habitat:
N/A

Disturbance of Archaeological/Historic Sites:
N/A

Increased Demand for Storm Drainage:
N/A

Flooding and Water Quality:
N/A

Increased Demand for Parks and Open Space:
N/A

Increased Demand for Schools:
N/A

Increased Demand for Police Services:
N/A

Increased Demand for Fire Services:
N/A

Generation of Solid Waste:
N/A

Generation of Hazardous Materials:
N/A

Geology, Soils, and Mineral Resources:
N/A
Energy:
N/A

Effects on Visual Resources:
N/A

Land Use and Planning:
N/A

Climate Change:
N/A
RESOLUTION APPROVING AN INCREASE TO THE PAYMENT AMOUNT OF VARIOUS EQUIPMENT MAINTENANCE AGREEMENTS FOR FISCAL YEAR 2018-2019 WITH MULTIPLE EQUIPMENT MANUFACTURERS FOR ALL CITY DEPARTMENTS BY $41,393 FOR AN ANNUAL COST NOT TO EXCEED FROM $492,490 TO $533,883; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ROUTINE RENEWAL AGREEMENTS ASSOCIATED WITH EXHIBIT B

WHEREAS, the City purchases office and operational equipment through the purchasing bidding process based on the requirements of the City of Modesto Municipal Code Title 8 Chapter 3, and

WHEREAS, with the purchase of this equipment, on-going maintenance will be necessary and technical support will be required which can be provided under maintenance/support agreements for the equipment, and

WHEREAS, for all new purchases of equipment made, the City will purchase on-going maintenance service for the equipment for a period of one to three years based upon what is available through the manufacturer when the initial purchase is made, and

WHEREAS, on June 12, 2018, via Resolution 2018-246, Council approved both an itemized list of the annual equipment agreements utilized by all City departments below the $50,000 contract limit and an itemized list of the equipment maintenance agreements utilized throughout the City that are greater than the $50,000 contract limit and require authorization of the Council, and

WHEREAS, further review by City staff found several equipment maintenance agreements which were not included or had incorrect information as part of the original Exhibit A and B that were approved by Council on June 12, 2018, and
WHEREAS, the Finance Department has worked in conjunction with all City departments to capture the revised maintenance agreements and amended costs and have compiled the amended totals in the attached Exhibit B and that all amended amounts have been budgeted in their Fiscal Year 2018-2019 budgets.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an increase to the payment amount of various equipment maintenance agreements for Fiscal Year 2018-2019 with multiple equipment manufacturers for all City Departments by $41,393 for an annual cost not to exceed from $492,490 to $533,883; and authorizing the City Manager, or his designee, to execute routine renewal agreements associated with Exhibit B.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: ____________________________

STEFANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: ________________________________

ADAM U. LINDGREN, City Attorney
<table>
<thead>
<tr>
<th>Vendor/Contractor Name</th>
<th>Business Purpose of Equipment</th>
<th>Original FY 15-16 Maintenance Cost</th>
<th>Amended FY 15-16 Maintenance Cost</th>
<th>Comment(s) for Adjustments</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>351 SECURITY SYSTEMS</td>
<td>Investigatory Tool</td>
<td>$1,685</td>
<td>$1,685</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ACTION TARGET, INC.</td>
<td>Target shooting system at the Tactical Training Center</td>
<td>$3,003</td>
<td>$3,003</td>
<td>Increase amount due to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ADT</td>
<td>Fire alarm monitoring</td>
<td>$2,712</td>
<td>$2,712</td>
<td>This item relates to monitoring services not maintenance of the equipment and should be removed. A separate agenda item will be presented to Council for the City alarm monitoring services.</td>
<td>Building Services</td>
</tr>
<tr>
<td>AIR WEST FILTERATION/BENQ AIR</td>
<td>Station Facilities</td>
<td>$3,069</td>
<td>$3,069</td>
<td>Increase amount to include all fire stations.</td>
<td>General Fund</td>
</tr>
<tr>
<td>AIRWAYS</td>
<td>Life saving equipment</td>
<td>$1,000</td>
<td>$1,000</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>AMERICAN CHILLER CO</td>
<td>Heating and cooling of the Modesto Plaza for its Events and patrons</td>
<td>$20,000</td>
<td>$20,000</td>
<td>Increase amount to include CPI</td>
<td>Center Plaza</td>
</tr>
<tr>
<td>ARC</td>
<td>Radio is used to join large area maps orig site, etc.</td>
<td>$190</td>
<td>$720</td>
<td>Increase amount to include CPI</td>
<td>Wired Fund</td>
</tr>
<tr>
<td>ARC</td>
<td>Printing of maps for Planning division</td>
<td>$2,000</td>
<td>$2,000</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ASAP TECHNICAL SOLUTIONS</td>
<td>Copy documents for religion use in campus, business, after school programs, etc.</td>
<td>$900</td>
<td>$945</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>BARTON OVERHEAD</td>
<td>Station facility</td>
<td>$20,000</td>
<td>$20,000</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>BNI IMAGING</td>
<td>Photograph scanner is used by Recreation to scan and store electronic records for storage.</td>
<td>$1,000</td>
<td>$1,000</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>CCSS BUSINESS SYSTEMS</td>
<td>Chapter for Jennings VyFtP - Training Center</td>
<td>$487</td>
<td>$511</td>
<td>Increase amount to include CPI</td>
<td>Westminster Fund</td>
</tr>
<tr>
<td>CALLYIO</td>
<td>Inveadability Test</td>
<td>$2,584</td>
<td>$2,584</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>CAREERING</td>
<td>Department Copier/Printer/Scanner</td>
<td>$2,584</td>
<td>$2,584</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>CELSIAN TECHNOLOGIES</td>
<td>Security cameras downtown, police compound, etc.</td>
<td>$4,925</td>
<td>$4,925</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CUMMINS</td>
<td>Currency Counter - detect counterfeit</td>
<td>$520</td>
<td>$520</td>
<td>Reduce amount to reflect actual cost</td>
<td>Water Fund</td>
</tr>
<tr>
<td>CYBERNETIC</td>
<td>Tape Library Back-up/utility Billing System</td>
<td>$4,000</td>
<td>$4,100</td>
<td>Increase amount to include CPI</td>
<td>Water Fund</td>
</tr>
<tr>
<td>DELTA WIRELESS</td>
<td>Radio Communications equipment</td>
<td>$8,500</td>
<td>$8,500</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>EXCEL FITNESS</td>
<td>Fitness equipment</td>
<td>$1,000</td>
<td>$1,000</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>FARO TECHNOLOGIES</td>
<td>Annual Calibration and Certification of 2-D Laser Scanner to Display static collisions and turbulence vectors</td>
<td>$4,800</td>
<td>$5,850</td>
<td>Increase to reflect correct amount.</td>
<td>United Fund</td>
</tr>
</tbody>
</table>
## Exhibit A - Fiscal Year 2018-2019 Equipment Maintenance Agreements (Less than $50,000) - Amended

<table>
<thead>
<tr>
<th>Vendor/Contractor Name</th>
<th>Business Purposes of Equipment</th>
<th>Original - FY 18-19 Maintenance Cost</th>
<th>Amended - FY 18-19 Maintenance Cost</th>
<th>Comments for Amendment</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHP SERVICE SPECIFICATION &amp; SUPPLY</td>
<td>Life saving equipment</td>
<td>$3,600</td>
<td>$3,150</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>FITGUARD INC.</td>
<td>MFC Members train on a variety of fitness equipment apparatus, treadmills, elliptical machines, stationary bike, cable cross over machines, specialized benches, dumbbells, Olympic bars and weight machines.</td>
<td>$250</td>
<td>$250</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>HOT TANK SUPPLY</td>
<td>Parts cleaner for fire fighting equipment</td>
<td>$3,000</td>
<td>$3,150</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>IT SOLUTIONS CURRIE</td>
<td>Printer</td>
<td>$1,500</td>
<td>$1,575</td>
<td>Increase amount to include CPI</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>KODAK ALARIS</td>
<td>Scan documents, limited color copy use</td>
<td>$1,500</td>
<td>$1,575</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>LUCAS BUSINESS SYSTEMS</td>
<td>Department Copier/Printer/Scanner - not currently using</td>
<td>$400</td>
<td>$400</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>LUCAS BUSINESS SYSTEMS</td>
<td>Copier for Butler WWTP - Building 1 - Maintenance</td>
<td>$915</td>
<td>$915</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>LUCAS BUSINESS SYSTEMS</td>
<td>Copier for Butler WWTP - Building 1 - Maintenance</td>
<td>$915</td>
<td>$915</td>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>LUCAS BUSINESS SYSTEMS</td>
<td>Printing for day-to-day work activities</td>
<td>$1,000</td>
<td>$1,000</td>
<td>Increase amount to include CPI</td>
<td>Capital Improvement Fund</td>
</tr>
<tr>
<td>LUCAS BUSINESS SYSTEMS</td>
<td>Printer</td>
<td>$884</td>
<td>$884</td>
<td>Increase amount to include CPI</td>
<td>Building Services</td>
</tr>
<tr>
<td>M-O-CAL OFFICE SOLUTIONS</td>
<td>Copier for Jennings WWTP - Administration</td>
<td>$495</td>
<td>$495</td>
<td>Increase amount to include CPI</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>M-O-CAL OFFICE SOLUTIONS</td>
<td>Copier for Butler WWTP - Building 1 - Administration</td>
<td>$2,371</td>
<td>$2,498</td>
<td>Increase amount to include CPI</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>M-O-CAL OFFICE SOLUTIONS</td>
<td>Copier is used to make copies, scan, fax</td>
<td>$4,000</td>
<td>$4,000</td>
<td>Increase to reflect correct amount.</td>
<td>Water Fund</td>
</tr>
<tr>
<td>M-O-CAL OFFICE SOLUTIONS</td>
<td>Printing for day-to-day work activities</td>
<td>$525</td>
<td>$525</td>
<td>Increase amount to include CPI</td>
<td>Housing Development Fund</td>
</tr>
<tr>
<td>Vendor/Contractor Item</td>
<td>Business Purpose of Equipment</td>
<td>Original FY 18/19 Maintenance Cost</td>
<td>Amended FY 18/19 Maintenance Cost</td>
<td>Comments for Amendments</td>
<td>Funding Source</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
<td>-------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>NEOL CORP</td>
<td>Automated Fingerprint Identification System - fingerprinter</td>
<td>$2,300</td>
<td>$7,824</td>
<td>Increase in reflect current amount,</td>
<td>General Fund</td>
</tr>
<tr>
<td>NEO POST</td>
<td>Mail Room Postage &amp; Label Machines</td>
<td>$10,000</td>
<td>$10,000</td>
<td>Increase amount to include CPI,</td>
<td>General Fund</td>
</tr>
<tr>
<td>OPEX</td>
<td>Mail opener &amp; sorter</td>
<td>$2,000</td>
<td>$2,000</td>
<td>Increase amount to include CPI,</td>
<td>Water Fund</td>
</tr>
<tr>
<td>OPEX</td>
<td>Envelope opener, unused mixed address envelopes</td>
<td>$480</td>
<td>$504</td>
<td>Increase amount to include CPI,</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>PHYSIO CONTROL</td>
<td>Life saving equipment</td>
<td>$2,640</td>
<td>$11,500</td>
<td>Increase in reflect current amount,</td>
<td>General Fund</td>
</tr>
<tr>
<td>PROTECTION ONE</td>
<td>Alarm monitoring</td>
<td>$26,155</td>
<td>$26,155</td>
<td>$26,155</td>
<td>Building Services</td>
</tr>
<tr>
<td>PROTECHS TECHNOLOGIES</td>
<td>Stationary LPR Service Warranties</td>
<td>$1,000</td>
<td>$1,000</td>
<td>Increase amount to include CPI,</td>
<td>General Fund</td>
</tr>
<tr>
<td>RAPID COPY</td>
<td>Make copies for in-house programs and public on as needed basis</td>
<td>$50</td>
<td>$50</td>
<td>Increase amount to include CPI,</td>
<td>General Fund</td>
</tr>
<tr>
<td>Vendor/Contractor Name</td>
<td>Business Purpose of Equipment</td>
<td>Original FY 16-19 Maintenance Cost</td>
<td>Amended FY 16-19 Maintenance Cost</td>
<td>Comments for Amendment</td>
<td>Funding Source</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
<td>------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>RAY MORGAN CO.</td>
<td>Large Format Printer/Scanner</td>
<td>$3,000</td>
<td>$3,100</td>
<td>Increase amount to include CPI</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>RAY MORGAN CO.</td>
<td>Copier is used to make copies</td>
<td>$2,060</td>
<td>$2,060</td>
<td>Increase to reflect correct amount</td>
<td>Water Fund</td>
</tr>
<tr>
<td>RICOH USA</td>
<td>Printing for day-to-day work activities</td>
<td>$2,312</td>
<td>$2,429</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>SCANNER ONE</td>
<td>Check Scanner - uploads to RemitPlus for Electronic check file to bank</td>
<td>$630</td>
<td>$630</td>
<td>Increase amount to include CPI</td>
<td>Water Fund</td>
</tr>
<tr>
<td>SCANTRON</td>
<td>Scantron Reader for Recruitment Tests</td>
<td>$311</td>
<td>$450</td>
<td>Increase to reflect correct amount</td>
<td>General Fund</td>
</tr>
<tr>
<td>SPECIAL SERVICES GROUP LLC</td>
<td>Investigatory Tool</td>
<td>$5,400</td>
<td>$6,600</td>
<td>Increase to reflect correct amount</td>
<td>General Fund</td>
</tr>
<tr>
<td>SSO SYSTEMS</td>
<td>Alarm service</td>
<td>$1,900</td>
<td>$1,575</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>THE RADAR SHOP</td>
<td>Annual Calibration and Certification and repair of Radar and Lidar Guns for mitigating traffic safety</td>
<td>$3,000</td>
<td>$3,100</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>USBANK - LEASE OF EQUIPMENT - CVB COPIER</td>
<td>Printing for day-to-day work activities</td>
<td>$1,760</td>
<td>$1,765</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>SEAL ANALYTICAL</td>
<td>Seal Lab Equipment Service Contract</td>
<td>-</td>
<td>$7,345</td>
<td>Added</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>MANSCI INC.</td>
<td>Wastrol Lab Equipment Extended Warranty</td>
<td>-</td>
<td>$5,897</td>
<td>Added</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>AXON ENTERPRISE, INC.</td>
<td>Axon Interview Room</td>
<td>-</td>
<td>$49,909</td>
<td>Added</td>
<td>General Fund</td>
</tr>
<tr>
<td>RAY MORGAN CO.</td>
<td>Copier for Building Safety and Neighborhood Preservation</td>
<td>-</td>
<td>$2,331</td>
<td>Added</td>
<td>General Fund</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$264,206</td>
<td>$293,964</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor/Contractor Name</td>
<td>Business Purpose of Equipment</td>
<td>Original - FY 18-19 Maintenance Cost</td>
<td>Amended - FY 18-19 Maintenance Cost</td>
<td>Comments for Amendment</td>
<td>Funding Source</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-------------------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>NEOLOGY FORMERLY 3M COMPANY</td>
<td>Annual maintenance on mobile LPR Camera systems - to locate lost/stolen cars.</td>
<td>$173,129</td>
<td>$173,129</td>
<td></td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$309</td>
<td>$1,026</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier for day-to-day</td>
<td>$519</td>
<td>$752</td>
<td>Increase to reflect correct amount.</td>
<td>Airport Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier for day-to-day</td>
<td>$560</td>
<td>$588</td>
<td>Increase amount to include CPI</td>
<td>Surface Transportation Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier for day-to-day</td>
<td>$606</td>
<td>$877</td>
<td>Increase to reflect correct amount.</td>
<td>Fleet Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier</td>
<td>$650</td>
<td>$883</td>
<td>Increase amount to include CPI</td>
<td>Water Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier used to make copies</td>
<td>$692</td>
<td>$797</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printing for day-to-day work activities</td>
<td>$700</td>
<td>$726</td>
<td>Increase amount to include CPI</td>
<td>Centre Plaza</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Accounting Copier</td>
<td>$725</td>
<td>$868</td>
<td>Decrease to reflect actual amount</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier for Sutter WWTP - Building 2 - Crew Leader Office</td>
<td>$633</td>
<td>$875</td>
<td>Increase amount to include CPI</td>
<td>Wastewater Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$849</td>
<td>$3,000</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$842</td>
<td>$1,000</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$1,110</td>
<td>$1,826</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Printer/Scanner</td>
<td>$1,209</td>
<td>$2,809</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$1,287</td>
<td>$1,809</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>High-volume Copier</td>
<td>$1,493</td>
<td>$1,568</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printer/Copier</td>
<td>$1,500</td>
<td>$1,579</td>
<td>Increase amount to include CPI</td>
<td>Capital Improvement Fund</td>
</tr>
</tbody>
</table>
## Exhibit B - Fiscal Year 2018-2019 Equipment Maintenance Agreements (More than $50,000) - AMENDED

<table>
<thead>
<tr>
<th>Vendor/Contractor Name</th>
<th>Business Purpose of Equipment</th>
<th>Original - FY 18-19 Maintenance Cost</th>
<th>Amended - FY 18-19 Maintenance Cost</th>
<th>Comments for Amendment</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Purchasing Copier</td>
<td>$1,550</td>
<td>$1,628</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$2,000</td>
<td>$2,190</td>
<td>Increase amount to include CPI</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$2,153</td>
<td>$3,152</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier and Scanner</td>
<td>$2,400</td>
<td>$2,520</td>
<td>Increase amount to include CPI</td>
<td>Water Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$3,151</td>
<td>$3,800</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$4,050</td>
<td>$4,800</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$4,252</td>
<td>$4,800</td>
<td>Increase to reflect correct amount.</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printing for day-to-day work activities</td>
<td>$4,828</td>
<td>$5,066</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printing for day-to-day work activities</td>
<td>$4,922</td>
<td>$5,106</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printing and making copies for in-house programs and public on an as needed basis</td>
<td>$5,000</td>
<td>$5,250</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Printing and making copies for in-house programs and public on an as needed basis</td>
<td>$5,000</td>
<td>$5,250</td>
<td>Increase amount to include CPI</td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>To print agendas for Council Meetings, and to make copies of various items.</td>
<td>$1,244</td>
<td>$1,244</td>
<td></td>
<td>General Fund</td>
</tr>
<tr>
<td>ZOOM IMAGING SOLUTIONS</td>
<td>Copier, Fax, Scanner</td>
<td>$238,284</td>
<td>$239,919</td>
<td>Added</td>
<td>General Fund</td>
</tr>
</tbody>
</table>

Total: $238,284 $239,919
RESOLUTION APPROVING AN INCREASE TO THE AMOUNT APPROVED FOR THE PAYMENT OF HARDWARE AND SOFTWARE MAINTENANCE SUPPORT AGREEMENTS FOR FISCAL YEAR 2018-2019 OF $401,411, FOR AN ANNUAL COST NOT TO EXCEED FROM $4,852,275 TO $5,253,686; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ROUTINE RENEWAL AGREEMENTS ASSOCIATED WITH EXHIBIT B, INCLUDING AGREEMENTS WHERE THE VENDOR NAME HAS CHANGED

WHEREAS, the City has an ongoing need for maintenance/support agreements for hardware and software assets utilized by the City of Modesto; and

WHEREAS, the expenditures for maintenance/support agreements have been approved by Council through the budget process; and

WHEREAS, on June 12, 2018, by Resolution No. 2018-246, Council approved the payment of invoices for various hardware and software maintenance/support agreements for Fiscal Year 2018-2019 for an estimated cost not to exceed $4,852,275; and

WHEREAS, City staff discovered several software maintenance agreements which either needed corrections or were not included as part of the original Exhibit A and B presented at the June 12th, 2018 Council meeting; and

WHEREAS, City staff discovered that there are occasions where the vendor name for a specific product may change, either through the bid process at renewal time or because of mergers/acquisitions; and

WHEREAS, the Finance Department has worked in conjunction with all City departments to capture the additional software maintenance agreements; and

WHEREAS, staff requests the amendment of the approval for payment of invoices for various hardware and software maintenance/support agreements presented
for Fiscal Year 2018-2019 to increase by $401,411 for an annual cost not to exceed from $4,852,275 to $5,253,686.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an increase to the amount approved for the payment for invoices for various hardware and software maintenance/support agreements from software companies for Fiscal Year 2018-2019 for an annual cost not to exceed from $4,852,275 to $5,253,686.

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized to execute routine renewal agreements over $50,000, as listed in Exhibit B, for hardware and software maintenance support during Fiscal Year 2018-2019.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: 

(SEAL)

APPROVED AS TO FORM:

By: 

ADAM U. LINDGREN, City Attorney
### Exhibit A - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website Hosting for <a href="http://www.visitmodesto.com">www.visitmodesto.com</a>, Application Development &amp; Maintenance</td>
<td>Site Jockey</td>
<td>PRN - Administration</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/15</td>
<td>12/31/19</td>
<td>$2,860</td>
<td>$2,860</td>
<td>0</td>
<td>Added Term End Date</td>
</tr>
<tr>
<td>Adobe Creative Cloud Subscription</td>
<td>Adobe</td>
<td>GED - Planning</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>07/01/19</td>
<td>$0</td>
<td>$264</td>
<td>($264)</td>
<td>Deleted - Duplicate was $264</td>
</tr>
<tr>
<td>Cube Base &amp; Voyager maintenance</td>
<td>Citibasis</td>
<td>CED - Planning</td>
<td>Fund 0100 - General Fund</td>
<td>03/31/19</td>
<td>03/31/19</td>
<td>$3,059</td>
<td>$3,069</td>
<td>0</td>
<td>Added Term End Date</td>
</tr>
<tr>
<td>NIGP 5-Digit Commodity Code License Renewal</td>
<td>Parsecive Holdings Inc</td>
<td>Finance - Purchasing</td>
<td>Fund 0100 - General Fund</td>
<td>05/31/18</td>
<td>05/31/19</td>
<td>$589</td>
<td>$578</td>
<td>$11</td>
<td>Added Term Dates Renewed Annually Cost changed from $579 to $579</td>
</tr>
<tr>
<td>Go To Meeting - online-based meeting platform for station-to-station conference call communication</td>
<td>Go To Meeting</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/14/18</td>
<td>09/14/19</td>
<td>$1,850</td>
<td>$1,850</td>
<td>0</td>
<td>Month-to-month billing</td>
</tr>
<tr>
<td>Callback Staffing - crew scheduling and call back/hire back system</td>
<td>Callback Staffing/Crewsense</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/01/18</td>
<td>09/01/19</td>
<td>$4,400</td>
<td>$4,400</td>
<td>0</td>
<td>Month-to-month billing</td>
</tr>
<tr>
<td>Fire Inspection software</td>
<td>Streamline</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td></td>
<td>see notes</td>
<td>$5,500</td>
<td>$5,500</td>
<td>0</td>
<td>Contract has yet to be awarded</td>
</tr>
<tr>
<td>Creative suite software for design and editing</td>
<td>Adobe Creative Suite</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td></td>
<td></td>
<td>$0</td>
<td>$660</td>
<td>($660)</td>
<td>Deleted - Duplicate was $660</td>
</tr>
<tr>
<td>MediaStar Evolution Digital Content Management (DCM) Software SMS - Projection of real-time CAD status updates on calls for service, heat maps, subject and other crime stats and crime bulletin information throughout the Police Department.</td>
<td>CABLETIME USA - MEDIA STAR - for SID Decoders</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>02/19/19</td>
<td>02/09/20</td>
<td>$2,268</td>
<td>$2,263</td>
<td>$3</td>
<td>Change Term Dates 2/10/18 - 2/9/19 to 2/19/19 - 2/9/20 Cost changed from $2,263 to $2,266</td>
</tr>
<tr>
<td>MediaStar Evolution Digital Content Management (DCM) Software SMS - Projection of real-time CAD status updates on calls for service, heat maps, subject and other crime stats and crime bulletin information throughout the Police Department.</td>
<td>CABLETIME USA - MEDIA STAR - for SID Decoders</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>10/25/19</td>
<td>10/24/19</td>
<td>$1,518</td>
<td>$1,514</td>
<td>$4</td>
<td>Cost changed from $1,514 to $1,518</td>
</tr>
<tr>
<td>Renewal for two (2) WaveStore Video Management Software Premium Licenses and Annual Maintenance and Support. Used by MPD Pod camera digital data, management - RTCC.</td>
<td>QPCS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/05/19</td>
<td>04/04/20</td>
<td>$196</td>
<td>$196</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal for EPED Ultimate Support Services for Cellebrite Unit for SGU. Investigatory tool.</td>
<td>CELLEBRITE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>08/30/19</td>
<td>$3,739</td>
<td>$3,739</td>
<td>0</td>
<td>Change Vendor from H-11 Digital Forensics to Cellebrite</td>
</tr>
<tr>
<td>FTK - 2 Stand Alone Perpetual Lic and SMS - High Tech Crimes Unit Investigatory tool.</td>
<td>ACCESS DATA GROUP</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/30/19</td>
<td>05/30/20</td>
<td>$6,007</td>
<td>$5,007</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bitwlight Subscription Renewal; MacQuisition License Subscription Renewal. High Tech Crimes Unit Investigatory tool.</td>
<td>BLACK BAG TECHNOLOGIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/13/19</td>
<td>05/12/20</td>
<td>$1,938</td>
<td>$1,938</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal to ADFS SMART Justice. Allows MPD staff to access DOJ database application similar to C-OP Link. Paid for three years through DigCERT</td>
<td>DIGICERT, INC.</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>11/14/17</td>
<td>11/13/18</td>
<td>$1,568</td>
<td>$1,568</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Renewal of Annual Maintenance and Support of IAPro Software with CI Technologies, as the sole source manufacturer and distributor of the proprietary software utilized by MPD Internal Affairs.</td>
<td>CI TECHNOLOGIES INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/01/18</td>
<td>07/31/19</td>
<td>$2,861</td>
<td>$2,861</td>
<td>0</td>
<td>Change dates from 8/1/2017 - 7/31/2018 to 8/1/2018 - 7/31/2019</td>
</tr>
</tbody>
</table>
### Exhibit A - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June '2, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal of Annual Maintenance and Support of Blue Team Software with CI Technologies, as the sole source manufacturer and distributor of this proprietary software utilized by MPD Internal Affairs.</td>
<td>CI TECHNOLOGIES INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>07/31/19</td>
<td>$1,571</td>
<td>$1,571</td>
<td>$0</td>
<td>Change dates from 8/1/2017 - 7/31/2018 to 8/1/2018 - 7/31/2019</td>
</tr>
<tr>
<td>CLEAR Search Software utilized by Crime Analysts as an investigatory tool.</td>
<td>Thomson-Reuters</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$2,112</td>
<td>$2,112</td>
<td>$0</td>
<td>Change Term Start date from 7/01/18 to 6/30/19</td>
</tr>
<tr>
<td>Annual Software Subscription to Crash Data Recorder (CDR). This is utilized by the Traffic Unit for imaging Air Bag Control Modulors in the event of a fatal accident.</td>
<td>CRASH DATA GROUP INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/22/18</td>
<td>06/22/19</td>
<td>$1,155</td>
<td>$1,155</td>
<td>$0</td>
<td>Change Term Start date from 8/22/18 to 6/22/19</td>
</tr>
<tr>
<td>DeepNet Dualshield Software licensing and annual support services - 300 licenses, plus 25 more (3/12/18). Dual factor authentication of key fobs in use by MPD personnel when signing on to the MDC's.</td>
<td>DEEPNET SECURITIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/27/18</td>
<td>08/26/19</td>
<td>$4,884</td>
<td>$4,153</td>
<td>$732</td>
<td>Change Term Start date from 8/27/18 to 8/26/18</td>
</tr>
<tr>
<td>DeepNet Dualshield Software licensing and annual support services - 25 additional licenses and user support for same,(Purchased 3/12/18), Dual factor authentication of key fobs in use by MPD personnel when signing on to the MDC's.</td>
<td>DEEPNET SECURITIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/01/18</td>
<td>03/31/19</td>
<td>$2,273</td>
<td>$2,273</td>
<td>$0</td>
<td>Change Term Start date from 4/01/18 to 3/31/19</td>
</tr>
<tr>
<td>AutoCite Annual Maintenance contract including devices and AutoText Citation Issuance Software. Utilized by officers issuing traffic citations.</td>
<td>DUNCAN SOLUTIONS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>11/01/18</td>
<td>10/31/19</td>
<td>$6,468</td>
<td>$6,468</td>
<td>$0</td>
<td>Change Term Start date from 11/01/18 to 10/31/19</td>
</tr>
<tr>
<td>Dynamic Design - Multi User Internal WEB Easy Tracking Software and Annual Subscription Renewal. Used to track crime free housing inspections and number and details of each complex.</td>
<td>DYNAMIC DESIGN</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>03/01/19</td>
<td>03/01/20</td>
<td>$450</td>
<td>$1,533</td>
<td>(-1,083)</td>
<td>Change Term Start date from 3/01/19 to 3/01/20</td>
</tr>
<tr>
<td>FLEX Annual SMS Renewal for Forensic Explorer and Mount Image Pro, High Tech Crimes Unit investigatory tool.</td>
<td>GETDATA FORENSICS USA</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/30/18</td>
<td>08/31/19</td>
<td>$545</td>
<td>$1,216</td>
<td>(-671)</td>
<td>Change Vendor from H-11 Digital Forensics to Detsdata Forensics</td>
</tr>
<tr>
<td>Annual Renewal for Callibeat UFED Cloud Analyzer Annual License Renewal. Investigatory Tool.</td>
<td>H-11 DIGITAL FORENSICS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>08/30/19</td>
<td>$2,888</td>
<td>$2,888</td>
<td>$0</td>
<td>Change Term Start date from 8/31/18 to 8/30/19</td>
</tr>
<tr>
<td>Annual Maintenance Renewal for GoAnywhere MFT Software. Utilized in the transfer of data from MPD Scheduling and Payroll software to Oracle Payroll system.</td>
<td>HELPSYSTEMS (LINOMA)</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$1,471</td>
<td>$1,428</td>
<td>$43</td>
<td>Cost changed from $1,428 to $1,471</td>
</tr>
<tr>
<td>MDRMS Interface Annual Maintenance - MPD share of SIRE System.</td>
<td>HYLAND SOFTWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/18</td>
<td>04/30/20</td>
<td>$2,507</td>
<td>$2,507</td>
<td>$0</td>
<td>Change Term Start date from 5/01/18 to 4/30/20</td>
</tr>
<tr>
<td>IBM Analyst's Notebook Concurrent User Annual Software Subscription and Support Renewal. Proprietary Software tool utilized by MPD Crime Analysts.</td>
<td>IBM ANALYSTS NOTEBOOK</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>11/01/18</td>
<td>10/31/19</td>
<td>$1,252</td>
<td>$1,160</td>
<td>$92</td>
<td>Cost changed from $1,160 to $1,252</td>
</tr>
<tr>
<td>Software Name, Description, &amp; Business Purpose</td>
<td>Vendor/Contractor Name</td>
<td>Department</td>
<td>Fund</td>
<td>Term Start Date</td>
<td>Term End Date</td>
<td>New Maintenance Cost Due</td>
<td>June 12, 2019 Maintenance Cost Due</td>
<td>Net Difference</td>
<td>Comments for Amendment</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>---------------</td>
<td>--------------------------</td>
<td>-------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Renewal of Annual Maintenance and Support for SMS Magnet IEF; SMS Magnet IEF Triage Module; SMS Magnet IEF Module Mobile Artifacts; SMS Magnet IEF Module Business Applications. Investigatory tool.</td>
<td>MAGNET FORENSICS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>01/01/19</td>
<td>12/31/19</td>
<td>$1,238</td>
<td>$1,238</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal of QR/RMS Interface utilized at the 9-1-1 Communications Center</td>
<td>TIBURON - TRITECH</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/18</td>
<td>05/02/19</td>
<td>$2,852</td>
<td>$2,852</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of TRITECH COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription</td>
<td>TRITECH SOFTWARE SYSTEMS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/02/18</td>
<td>09/01/19</td>
<td>$2,750</td>
<td>$2,750</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of Training Innovations TMS software annual maintenance and support. MPD utilizes this to track employee training and certification.</td>
<td>TRAINING INNOVATIONS INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>09/30/19</td>
<td>$825</td>
<td>$825</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>TLO Annual Fees Subscription to databases. Utilized by Crime Analysts as an investigatory tool.</td>
<td>TRANS UNION RISK AND DATA SOLUTIONS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>09/20/18</td>
<td>$1,793</td>
<td>$1,793</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of Visual Statement software subscription. X-Ways Forensic BYOD Software. Forensics investigatory tool.</td>
<td>VA VISUAL STATEMENT INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/13/18</td>
<td>07/12/17</td>
<td>$1,385</td>
<td>$1,385</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal of Swiss (2) License Subscriptions for X-Ways Forensic BYOD Software. Forensics investigatory tool.</td>
<td>X-WAYS SOFTWARE TECHNOLOGY</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>03/05/19</td>
<td>03/04/20</td>
<td>$5,564</td>
<td>$5,564</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Genetec SDK Licenses for 10 concurrent cameras.</td>
<td>CELPLAN TECHNOLOGIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/25/18</td>
<td>09/24/18</td>
<td>$2,656</td>
<td>$2,656</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>California Peace Officers Legal Sourcebook Site License for 201-300 Sworn Officers. Provides sworn personnel with an on-line resource for accessing this information.</td>
<td>COPWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$2,586</td>
<td>$2,586</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>California Peace Officers Legal Sourcebook and California Codes Mobile App License for 201-300 Sworn Officers. Provides sworn personnel with an app to connect to this resource on their cell phones.</td>
<td>COPWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$922</td>
<td>$922</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>CopWare California Codes Site License for 201-300 Sworn Officers. Provides sworn personnel with an online resource for accessing California law enforcement codes.</td>
<td>COPWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$1,625</td>
<td>$1,925</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Software Subscription for Critical Reach API/Net Crime bulletin Services. Includes use of Critical Reach software, national servers, network and user support for maintenance term.</td>
<td>CRITICAL REACH</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>01/01/19</td>
<td>12/31/19</td>
<td>$908</td>
<td>$908</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>3D Scene Maintenance Software Licensing and Maintenance Agreement for the Faro Technologies Laser Scanner. This software is used to capture and process data points into diagrams and is used by both Traffic Officers for collision scenes and ISD Detectives and ID Techs for homicide scenes. Year 1 of a 5-Year Agreement.</td>
<td>FARO TECHNOLOGIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/21</td>
<td>$2,794</td>
<td>$2,794</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal of proprietary software license for KRY Logical and Physical Investigatory tool.</td>
<td>MSAB</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/19</td>
<td>04/30/20</td>
<td>$3,295</td>
<td>$3,295</td>
<td>$0</td>
<td>Change Term Dates 12/13/16-12/13/20 to 6/1/18-6/1/21 Cost changed from $4,510 to $6,600</td>
</tr>
<tr>
<td>SkipTracing Services (Collection Process)</td>
<td>Lexis Nexis Risk Solutions</td>
<td>Finance - Customer Service</td>
<td>Fund 0100 - General Fund</td>
<td>06/01/18</td>
<td>06/01/21</td>
<td>$6,600</td>
<td>$4,610</td>
<td>$2,090</td>
<td></td>
</tr>
</tbody>
</table>
## Exhibit A - Amended Hardware/Software Maintenance Support Agreements
for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>StreetSaver</td>
<td>Metropolitan Transportation</td>
<td>CEO - Transportation</td>
<td>Fund 1300</td>
<td>03/01/18</td>
<td>02/28/19</td>
<td>$3,850</td>
<td>$3,850</td>
<td>$0</td>
<td>Added Term Dates Renews Annually</td>
</tr>
<tr>
<td>Monitoring and notification of IBM system jobs</td>
<td>HelpSystems</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$2,915</td>
<td>$2,880</td>
<td>$55</td>
<td>Change Term dates 7/1/17-6/30/18 to 7/1/18-6/30/19 Renews Annually Cost Changed from $2,860 to $2,515</td>
</tr>
<tr>
<td>Remit Plus, Remote Deposits</td>
<td>Jack Henry</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$5,940</td>
<td>$6,050</td>
<td>($110)</td>
<td>Change Term dates 7/1/17-6/30/18 to 7/1/18-6/30/19 Renews Annually Cost changed from $6,050 to $5,940</td>
</tr>
<tr>
<td>Connects and transfers data between various platforms</td>
<td>Linoma software/Go Anywhere</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$5,225</td>
<td>$5,060</td>
<td>$165</td>
<td>Change Term dates 7/1/17-6/30/18 to 7/1/18-6/30/19 Renews Annually Cost changed from $5,060 to $5,225</td>
</tr>
<tr>
<td>Cash Receipting Software program</td>
<td>Quadrant Systems Inc.</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>01/01/18</td>
<td>12/31/19</td>
<td>$3,410</td>
<td>$3,119</td>
<td>$222</td>
<td>Change Term dates 1/1/17-12/31/18 to 1/1/18-12/31/19 Renews Annually Cost changed from $3,119 to $3,410</td>
</tr>
<tr>
<td>Document management system for Utility Billing statements</td>
<td>S4I Systems Inc.</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$3,520</td>
<td>$3,300</td>
<td>$220</td>
<td>Change Term dates 6/11/17-6/30/18 to 7/1/18-6/30/19 Renews Annually Cost changed from $3,300 to $3,520</td>
</tr>
<tr>
<td>Virtual back-up library for Utility Billing database</td>
<td>Cybernetics Virtual Information</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>12/06/17</td>
<td>12/06/19</td>
<td>$4,400</td>
<td>$4,400</td>
<td>$0</td>
<td>Change Term dates 12/3/17-12/3/19 to 12/26/17-12/26/19</td>
</tr>
<tr>
<td>Safety Training Software</td>
<td>TRA, Inc. - IndustrySafe</td>
<td>Utilities - Environmental</td>
<td>Fund 4210 - Wastewater</td>
<td>10/11/18</td>
<td>09/10/19</td>
<td>$1,430</td>
<td>$1,430</td>
<td>$0</td>
<td>Added Term Dates Renews Annually</td>
</tr>
<tr>
<td>Event Reservation System</td>
<td>RIC Corp - Concentrics</td>
<td>PRN - Administration</td>
<td>Fund 4700- Cultural Services Administration</td>
<td>1988</td>
<td>TBD</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$0</td>
<td>Added Term Dates Renews Annually</td>
</tr>
<tr>
<td>Kaspersky AntiVirus Software</td>
<td>PCMG</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>01/28/18</td>
<td>01/22/21</td>
<td>$9,900</td>
<td>$9,900</td>
<td>$0</td>
<td>Term Dates changed from 12/20/16 - 12/20/19 to 01/26/18 - 01/23/21</td>
</tr>
</tbody>
</table>

4 of 7
### Exhibit A - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2019 Maintenance Cost Due</th>
<th>Not Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertex (Payroll SW for Cosmos)</td>
<td>Vertex</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>08/31/17</td>
<td>08/31/18</td>
<td>$9,413</td>
<td>$9,413</td>
<td>$0</td>
<td>Term dates changed from 08/31/17 - 08/31/18 to 09/01/18 - 09/30/18</td>
</tr>
<tr>
<td>Toad (Oracle Reporting Maintenance)</td>
<td>DLT</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>04/30/18</td>
<td>04/30/19</td>
<td>$5,979</td>
<td>$5,979</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>NEC Software Maintenance (Telephone System)</td>
<td>ATI</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>08/01/17</td>
<td>08/01/18</td>
<td>$4,917</td>
<td>$4,917</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Netmotion</td>
<td>Mobile Wireless</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>01/17/18</td>
<td>01/16/19</td>
<td>$8,318</td>
<td>$8,318</td>
<td>$0</td>
<td>Term dates changed from 04/26/18 - 04/25/19 to 05/1/18 - 04/30/19</td>
</tr>
<tr>
<td>Manage Engine Password Manager</td>
<td>PCM</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>05/01/18</td>
<td>04/30/19</td>
<td>$1,218</td>
<td>$1,218</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Innnots</td>
<td>Pitney-Brewster</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>12/01/17</td>
<td>11/30/18</td>
<td>$9,453</td>
<td>$9,453</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Tableau - Data Graphics Software</td>
<td>Tableau</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>11/1/18</td>
<td>11/10/19</td>
<td>$3,259</td>
<td>$3,259</td>
<td>$0</td>
<td>Term dates changed from 11/11/15 - 11/10/16 to 11/11/18 - 11/10/19</td>
</tr>
<tr>
<td>Baracuda</td>
<td>Hula Networks</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>09/30/15</td>
<td>09/30/18</td>
<td>$5,918</td>
<td>$5,918</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Kemp Load Balancer</td>
<td>PCM</td>
<td>Information Technology</td>
<td>Fund 6230 - Information Technology</td>
<td>11/01/17</td>
<td>11/01/18</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$0</td>
<td>Changed Term Dates from blank to 11/01/17-11/10/18</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$293,345</td>
<td>$202,499</td>
<td>$93,846</td>
</tr>
</tbody>
</table>

- **Added Items Since Council Approval on June 12, 2018**
  - CoStar - Commercial Real Estate Information
    - **CoStar:** 06/01/18 - 06/01/19 | $5,334 - $0 | $5,334 - Added
  - Annual renewal of TIBURON System Annual Maintenance. Stanislaus Regional 9-11 fronts the full cost and then invoices MFD for its share of costs for the 9-1-1 Communications Center. $5,000
    - **TIBURON - TRITECH:** 05/01/18 - 05/02/19 | $6,500 - $0 | $6,500 - Added
  - Annual maintenance of the AD HOC database created to support the SitStat application for field situational awareness
    - **TIBURON - TRITECH:** 1/10/17 - 1/10/18 | $5,500 - $0 | $5,500 - Added
  - Annual maintenance and calibration of the fit testing machines to ensure they are calibrated to the original manufacturer's specifications, the National Institute of Standards and Technology (NIST)
    - **TSI INCORPORATED:** 01/01/19 - 01/01/20 | $1,650 - $0 | $1,650 - Added
  - Testing for Recruitment
    - **Scantron:** 06/25/18 - 06/24/18 | $385 - $0 | $385 - Added

*5 of 7*
### Exhibit A - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost/Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HR Electronic Document Management System (ECM/Capture)</td>
<td>Sirad/Hyland</td>
<td>Human Resources - HR Administration</td>
<td>Fund 0100 - General Fund</td>
<td>11/13/13</td>
<td>11/14/18</td>
<td>$850</td>
<td>$0</td>
<td>$850</td>
<td>Added</td>
</tr>
<tr>
<td>Creative Suite Software for design and editing. 2 Licenses at $650/each</td>
<td>Adobe Creative Suite</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$1,452</td>
<td>$0</td>
<td>$1,452</td>
<td>Added</td>
</tr>
<tr>
<td>Adobe Creative Cloud Subscription Fund. 2 Licenses for design and editing</td>
<td>Adobe</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$581</td>
<td>$0</td>
<td>$581</td>
<td>Added</td>
</tr>
<tr>
<td>MediaStar Evolution Digital Content Management (DCM) Software SMS - Projection of real-time CAD status updates on calls for service, heat maps, subject and other crime stats and crime bulletin information throughout the Police Department. This unit is for Records Unit Decoder and one spare.</td>
<td>CABLETIME USA - MEDIA STAR</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>09/01/19</td>
<td>$1,516</td>
<td>$0</td>
<td>$1,516</td>
<td>Added</td>
</tr>
<tr>
<td>Bosch Workstation Software License</td>
<td>DELTA WIRELESS, INC.</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>09/01/19</td>
<td>$407</td>
<td>$0</td>
<td>$407</td>
<td>Added</td>
</tr>
<tr>
<td>CopyLink Integration Services</td>
<td>FORENSIC LOGIC, LLC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/01/18</td>
<td>08/31/19</td>
<td>$2,200</td>
<td>$0</td>
<td>$2,200</td>
<td>Added</td>
</tr>
<tr>
<td>Hyland Local Government Production Document Imaging License and Annual Maintenance.</td>
<td>HYLAND SOFTWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/01/18</td>
<td>08/31/19</td>
<td>$1,056</td>
<td>$0</td>
<td>$1,056</td>
<td>Added</td>
</tr>
<tr>
<td>STAR/NET Pro (Annual Maintenance Subscription)</td>
<td>MicroSurvey</td>
<td>Utilities - Construction Administration</td>
<td>Fund 300 - Capital Improvement Services</td>
<td>N/A</td>
<td>06/29/19</td>
<td>$545</td>
<td>$0</td>
<td>$545</td>
<td>Added/ Renews Annually</td>
</tr>
<tr>
<td>InfoSWMM - Hydraulic Sewer Model</td>
<td>Innovyz</td>
<td>Utilities - Engineering</td>
<td>Fund 4100 - Water Fund</td>
<td>06/15/18</td>
<td>06/14/19</td>
<td>$4,125</td>
<td>$0</td>
<td>$4,125</td>
<td>Added</td>
</tr>
<tr>
<td>InfoWater - Hydraulic Water Model</td>
<td>Innovyz</td>
<td>Utilities - Engineering</td>
<td>Fund 4100 - Water Fund</td>
<td>06/15/18</td>
<td>06/14/19</td>
<td>$4,714</td>
<td>$0</td>
<td>$4,714</td>
<td>Added</td>
</tr>
<tr>
<td>Cabletime - Mediastar (program - post notices, deadlines for staff)</td>
<td>Cabletime</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>02/01/18</td>
<td>02/01/19</td>
<td>$2,036</td>
<td>$0</td>
<td>$2,036</td>
<td>Added</td>
</tr>
<tr>
<td>IndustrySafe - Safety Database (automate safety training class tracking)</td>
<td>IndustrySafe</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$1,568</td>
<td>$0</td>
<td>$1,568</td>
<td>Added</td>
</tr>
<tr>
<td>XC2 - BackflowDatabase and Records</td>
<td>XC2</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>01/01/18</td>
<td>12/31/19</td>
<td>$1,623</td>
<td>$0</td>
<td>$1,623</td>
<td>Added</td>
</tr>
<tr>
<td>Badger - National Meter (meter reading system/equip. software)</td>
<td>National Meter</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$2,508</td>
<td>$0</td>
<td>$2,508</td>
<td>Added</td>
</tr>
<tr>
<td>Structural Engineering Library - Design/Analysis Tool</td>
<td>Eneroalc</td>
<td>Utilities - Engineering</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>$501</td>
<td>$0</td>
<td>$501</td>
<td>Added</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDT Auto Slave</td>
<td>Wonderware</td>
<td>Utilities - Wastewater Division</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>06/01/18</td>
<td>06/01/22</td>
<td>$2,358</td>
<td>$0</td>
<td>$2,358</td>
<td>Added</td>
</tr>
<tr>
<td>Techconnect Support Agreement</td>
<td>Rockwell Automation</td>
<td>Utilities - Wastewater Division</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>08/01/18</td>
<td>08/01/22</td>
<td>$4,145</td>
<td>$0</td>
<td>$4,145</td>
<td>Added</td>
</tr>
<tr>
<td>Surpass</td>
<td>Surpass Software LLC</td>
<td>Utilities - Wastewater Division</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>05/01/18</td>
<td>04/30/19</td>
<td>$526</td>
<td>$0</td>
<td>$526</td>
<td>Added</td>
</tr>
<tr>
<td>Seal</td>
<td>Seal Analytical</td>
<td>Utilities - Wastewater Division</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>08/28/17</td>
<td>08/27/18</td>
<td>$8,080</td>
<td>$0</td>
<td>$8,080</td>
<td>Added</td>
</tr>
<tr>
<td>Laboratory Equipment</td>
<td>Mansci Inc.</td>
<td>Utilities - Wastewater Division</td>
<td>Fund 4210 - Wastewater Fund</td>
<td>09/05/17</td>
<td>09/04/18</td>
<td>$6,597</td>
<td>$0</td>
<td>$6,597</td>
<td>Added</td>
</tr>
<tr>
<td>Wasteworks and Waste Wizard solid waste software</td>
<td>Carolina Software</td>
<td>Public Works - Compost</td>
<td>Fund 4690 - Compost Fund</td>
<td>07/01/18</td>
<td>06/30/2019*</td>
<td>$1,780</td>
<td>$0</td>
<td>$1,780</td>
<td>Added</td>
</tr>
</tbody>
</table>

* Updated Term Pending
## Exhibit A - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Under $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adobe Annual Subscriptions</td>
<td>PCMG</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>11/11/18</td>
<td>07/10/19</td>
<td>$11,220</td>
<td>$0</td>
<td>$11,220</td>
<td>Added - Annual Renewal</td>
</tr>
<tr>
<td>Nessus Website Vulnerability Scanner</td>
<td>SHI</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>09/18/17</td>
<td>09/18/18</td>
<td>$1,986</td>
<td>$0</td>
<td>$1,986</td>
<td>Added</td>
</tr>
<tr>
<td><strong>Total Additions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$80,753</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$264,097</td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit B - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Over $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation Processing Software</td>
<td>T2 Systems Inc.</td>
<td>Finance - Customer Service</td>
<td>Fund 0100 - General Fund</td>
<td>12/01/17</td>
<td>11/30/22</td>
<td>$20,900</td>
<td>$20,790</td>
<td>$110</td>
<td>Added Description Changed Term Start Date from 11/1/17 to 12/1/17. Cost changed from $20,790 to $20,000.</td>
</tr>
<tr>
<td>HDL Business License Software</td>
<td>HDL Software, LLC</td>
<td>Finance - Customer Service</td>
<td>Fund 0100 - General Fund</td>
<td>08/02/17</td>
<td>08/01/22</td>
<td>$18,700</td>
<td>$16,712</td>
<td>$1,988</td>
<td>Change Term End Date from 7/31/18 to 8/1/22. Cost changed from $16,712 to $18,700.</td>
</tr>
<tr>
<td>Bid Management</td>
<td>Planet Bid</td>
<td>Finance - Purchasing</td>
<td>Fund 0100 - General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>ePCR - Fire Department patient care reporting system and records management system for advanced life support calls</td>
<td>ZOLL</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>11/14/18</td>
<td></td>
<td>$11,000</td>
<td>$11,000</td>
<td>$0</td>
<td>Term End Date Added Renewals Annually</td>
</tr>
<tr>
<td>RMS - Fire Department Incident and other uses of records management system</td>
<td>ZOLL</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>12/31/18</td>
<td></td>
<td>$11,000</td>
<td>$11,000</td>
<td>$0</td>
<td>Added Term End Date Renewals Annually</td>
</tr>
<tr>
<td>TargetSolutions - online training hostapftacking/recording platform</td>
<td>Target Solutions</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>11/15/18</td>
<td></td>
<td>$13,200</td>
<td>$13,200</td>
<td>$0</td>
<td>Term End Date Added Renewals Annually</td>
</tr>
<tr>
<td>SiRial - emergency operations situational awareness platform and resource alerting system</td>
<td>PSOMAS</td>
<td>Fire Department</td>
<td>Fund 0100 - General Fund</td>
<td>09/30/18</td>
<td></td>
<td>$35,200</td>
<td>$35,200</td>
<td>$0</td>
<td>Term End Date Added Renewals Annually</td>
</tr>
<tr>
<td>Perfect Mind, Recreation Software, used for Facility Rentals and Program Registrations</td>
<td>Perfect Mind</td>
<td>Parks, Recreation, Neighborhoods</td>
<td>Fund 0100 - General Fund</td>
<td>08/27/17</td>
<td>08/27/22</td>
<td>$13,466</td>
<td>$13,466</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Includes Generate Software upgrades - Police Portion of PTZ and Downtown Cameras Annual Maintenance Plan</td>
<td>CELPLAN TECHNOLOGIES</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/03/17</td>
<td>04/02/19</td>
<td>$45,028</td>
<td>$45,028</td>
<td>$0</td>
<td>Term End Date Changed from 4/2/18 to 4/2/19.</td>
</tr>
<tr>
<td>Purchase of INFORM RMS - MPD's new Records Management System including annual maintenance and licensing fees, Year One</td>
<td>TRITECH SOFTWARE SYSTEMS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/02/17</td>
<td>05/01/18</td>
<td>$640,421</td>
<td>$640,421</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Officer Safety Plan - Evidence.com licensing</td>
<td>AXON ENTERPRISES INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/16</td>
<td>08/30/21</td>
<td>$280,754</td>
<td>$280,754</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance for Geoshield Annual subscription renewal for 30 users at $54,000/yr for five years.</td>
<td>CYBERTECH SYSTEMS AND SOFTWARE INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>02/14/17</td>
<td>02/13/22</td>
<td>$108,900</td>
<td>$108,900</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of Digital Networks Group Annual Software Maintenance and Support. Video wall Software in the RTCC enables the output of video wall content via IP.</td>
<td>DIGITAL NETWORKS GROUP</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>12/08/15</td>
<td>12/07/20</td>
<td>$129,062</td>
<td>$129,062</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance and Support for Investigatory Tool.</td>
<td>GRAYSHIFT LLC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/12/19</td>
<td>04/11/20</td>
<td>$16,500</td>
<td>$16,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Software Name, Description, &amp; Business Purpose</td>
<td>Vendor/Contractor Name</td>
<td>Department</td>
<td>Fund</td>
<td>Term Start Date</td>
<td>Term End Date</td>
<td>New Maintenance Cost Due</td>
<td>June 12, 2018 Maintenance Cost Due</td>
<td>Net Difference</td>
<td>Comments for Amendment</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>--------------------------</td>
<td>--------------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Annual Maintenance and Support Services for UFED 4 PC Ultimate (3 cellebrite devices); Annual SMS for UFED Touch Ultimate (1 device).</td>
<td>H-11 Digital Forensics CELLEBRITE, INC.</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>08/31/18</td>
<td>09/30/19</td>
<td>$16,346</td>
<td>$15,946</td>
<td>$400</td>
<td>Change Vendor from H-11 Digital Forensics to Cellebrite, Inc. Cost changed from $15,946 to $16,346</td>
</tr>
<tr>
<td>SIRE XM-L Loader/Batch import Maintenance @ $299.99; Sire Maintenance @ $11,090, MPD share of SIRE System</td>
<td>HYLAND SOFTWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/19</td>
<td>04/30/20</td>
<td>$12,638</td>
<td>$12,638</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>OnBase Annual Maintenance and Support for Local Government Web Server</td>
<td>HYLAND SOFTWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/18</td>
<td>04/30/19</td>
<td>$19,846</td>
<td>$19,846</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>OnBase Local Government Workflow Concurrent Client SL (20 count) and Annual Maintenance on Workflow Licenses. Additional Lic for MPD RMS.</td>
<td>HYLAND SOFTWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/19</td>
<td>04/30/20</td>
<td>$4,400</td>
<td>$4,400</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Software ($6,592.12)and Hardware ($1,973.24) Maintenance LE Renewal for Imageware. Imageware is a software and hardware system utilized in creating police department Employee ID badges.</td>
<td>IMAGEWARE</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>07/01/19</td>
<td>06/30/20</td>
<td>$8,389</td>
<td>$9,389</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance for InTime Solutions Software, Scheduling and payroll system for MPD allows for electronic capture and transfer of data to City’s Oracle Payroll system. 21,272yr, plus tax 1875.17 = $22,947.17</td>
<td>IN TIME SOLUTIONS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/17/19</td>
<td>03/08/20</td>
<td>$25,242</td>
<td>$25,242</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of Lexipol LE Policy Manual Update Subscription; LE Procedures Manual On-Line; LE Management Services. Utilized by MPD to provide online version of Policy Manual, policy manual updates; electronic signature tracking for dispersal to staff and training bulletins.</td>
<td>LEXIPOL</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>10/01/18</td>
<td>09/30/19</td>
<td>$37,413</td>
<td>$37,413</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>COPLegis DORS Annual Maintenance. On-line reporting system allowing citizens to file police reports online.</td>
<td>LEXIS NEXIS RISK SOLUTIONS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/19</td>
<td>04/30/20</td>
<td>$15,160</td>
<td>$15,160</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of Annual Maintenance and Support for the NEC AFIS (Automated Fingerprint Identification System) used by the Police Department to take and send fingerprints to DOJ as part of background process for new applicants.</td>
<td>NEC CORP OF AMERICA</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>12/26/19</td>
<td>12/25/19</td>
<td>$8,034</td>
<td>$8,034</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of NetMotion Software with two-year premium maintenance for two mobility XE Sener SW Licenses for mobile devices (127 MDCs and 1 additional server Police Module. Allows for network communications with the MDC units installed in police vehicles.</td>
<td>Mobile Wireless (for NetMotion Software)</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/01/18</td>
<td>03/30/20</td>
<td>$13,948</td>
<td>$13,948</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of Penlink Ltd. proprietary software Annual Maintenance and Support Services Agreements for Collection Maintenance Premium and Analytical Maintenance premiums. This is an investigatory tool used by PD. $16,400. plus tax</td>
<td>PENLINK LTD</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>01/01/19</td>
<td>12/31/19</td>
<td>$18,998</td>
<td>$18,998</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance on PLX Software upgrade. Investigatory tool used by PD.</td>
<td>PENLINK LTD</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>06/15/19</td>
<td>06/14/19</td>
<td>$11,000</td>
<td>$11,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Software Name, Description, &amp; Business Purpose</td>
<td>Vendor/Contractor Name</td>
<td>Department</td>
<td>Fund</td>
<td>Term Start Date</td>
<td>Term End Date</td>
<td>New Maintenance Cost Due</td>
<td>June 12, 2019 Maintenance Cost Due</td>
<td>Net Difference</td>
<td>Comments for Amendment</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>------</td>
<td>----------------</td>
<td>--------------</td>
<td>-------------------------</td>
<td>-----------------------------------</td>
<td>---------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Renewal of Predictive Policing Agreement for proprietary software program PREDPOL utilized by MPD Field Operations in identifying hot spots for crime for targeted enforcement operations. Current Agreement will expire on 10/14/2018. Entering into a 3-year Agreement to take advantage of 10% cost savings.</td>
<td>PREDPOL</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>10/15/18</td>
<td>10/14/21</td>
<td>$103,950</td>
<td>$103,950</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>2019-20 CAD System Maintenance - $98,981.00; IQ/RMS Interface - $2,393. Total: $91,374. MPD share of 911 Communications Center</td>
<td>TIBURON - TRITECH</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/01/19</td>
<td>03/31/20</td>
<td>$111,511</td>
<td>$111,511</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of TrTech Software Systems End-User License and Software Support Agreement for CrimeMapping software. Crime Analyst crime mapping tool.</td>
<td>TIBURON - TRITECH</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>01/10/19</td>
<td>01/09/20</td>
<td>$2,703</td>
<td>$2,703</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of TrTech Software Systems End-User License and Software Support Agreement for CrimeView software. Crime Analyst crime mapping tool.</td>
<td>Omega Group now TrTech Software Systems</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>12/17/13</td>
<td>12/18/18</td>
<td>$84,538</td>
<td>$84,538</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of Proprietary COPLINK Software licensing and Data Source Integration Maintenance with Forensic Logic. MPD will front costs and invoice Sheriff's Department for 50% of costs. Total Cost to MPD is $34,489.50.</td>
<td>FORENSIC LOGIC LLC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>04/01/18</td>
<td>03/31/19</td>
<td>$75,877</td>
<td>$75,877</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual renewal of Tibuson System Annual Maintenance. Stanislaus Regional 911 fronts the full cost and then invoices MPD for its share of costs for the 9-1-1 Communications Center. $90,981.00</td>
<td>TIBURON - TRITECH</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/01/16</td>
<td>05/02/19</td>
<td>$109,879</td>
<td>$108,879</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance Fees for Inform RMS</td>
<td>TRITECH SOFTWARE SYSTEMS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/22/18</td>
<td>05/01/19</td>
<td>$103,973</td>
<td>$100,973</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Renewal of IQ Search (251-500) User's One Year Subscription. MPD's Records Management System Licensing</td>
<td>TRITECH SOFTWARE SYSTEMS</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/22/18</td>
<td>05/01/19</td>
<td>$103,973</td>
<td>$100,973</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Maintenance and Support Services renewal for Verific Software. MPD utilizes this software program for digital case storage.</td>
<td>VERIFIC INC</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>03/01/18</td>
<td>02/28/19</td>
<td>$9,277</td>
<td>$9,277</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Renewal of ESRI proprietary Small Public Safety Term Enterprise License Agreement. Year 2 of 5 @$846,000yr for a total of $225,000 plus tax $16,943.75 for a grand total of $241,943.75. Used for OEO-Shield application in Real Time Crime Center (RTCC).</td>
<td>EBHRNG Cybertech Systems and Software, Inc.</td>
<td>Police Department</td>
<td>Fund 0100 - General Fund</td>
<td>05/23/17</td>
<td>05/21/22</td>
<td>$49,500</td>
<td>$49,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Utility Billing Software</td>
<td>Superior (Formerly H.T.E. and SunGard Public Sector)</td>
<td>Finance - Customer Service</td>
<td>Fund 3100 - General Fund/Fund 4100 - Water Fund</td>
<td>06/27/97</td>
<td>Evergreen</td>
<td>$91,300</td>
<td>$46,339</td>
<td>$2,961</td>
<td>Added Description Changed Term Start Date from 10/11/16 to 6/27/97 Renews Annually Cost changed from $88,339 to $91,300</td>
</tr>
<tr>
<td>Software Name, Description, &amp; Business Purpose</td>
<td>Vendor/Contractor Name</td>
<td>Department</td>
<td>Fund</td>
<td>Term Start Date</td>
<td>Term End Date</td>
<td>New Maintenance Cost Due</td>
<td>June 12, 2018 Maintenance Cost Due</td>
<td>Net Difference</td>
<td>Comments for Amendment</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>------</td>
<td>-----------------</td>
<td>---------------</td>
<td>--------------------------</td>
<td>---------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Zoom Grants - Online Grant RFP and processing management</td>
<td>Grant Analyst.com, LLC DBA Zoom Grants</td>
<td>CED - Community Development</td>
<td>Fund 1130 - CDBG Administration</td>
<td>03/09/16</td>
<td>03/09/19</td>
<td>$49,500</td>
<td>$49,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Rehab Pro Direct - Online Housing Rehabilitation and inspection software</td>
<td>Happy Software</td>
<td>CED-Community Development</td>
<td>Fund 1130 - CDBG Housing Rehabilitation Administration</td>
<td>02/02/16</td>
<td>Evergreen</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Clinical Track - Online HMIS data entry and analysis software</td>
<td>Ecovia Inc.</td>
<td>CED - Community Development</td>
<td>Fund 1185 HMIS Administration</td>
<td>07/01/17</td>
<td>07/01/20</td>
<td>$32,935</td>
<td>$32,935</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Annual Licensing for ArcGIS Geo-Event Server (Windows) Up to four cores, 365-day Term License @ $6,000/yr; plus ArcGIS Geo-Event Additional Core (up to 32 per server) @ $1,500/yr for a total annual cost of $7,500/yr. for 5 years for a grand total of $40,265.62 w/ tax. This is Year 2 of 5. Real Time Crime Center (RTCC); 5-Year Agreement @ $7,500/yr for a total with tax of $40,265.63</td>
<td>ESRI INC</td>
<td>Police Department</td>
<td>Fund 1342 - Grants - Police</td>
<td>07/28/17</td>
<td>07/27/22</td>
<td>$8,250</td>
<td>$8,250</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Genetec Enterprise Camera Licensing and Genetec Camera Advantage for 32 cameras. These camera licenses will integrate 32 cameras into the existing Genetec Video Management System owned by the PD</td>
<td>CELPLAN TECHNOLOGIES</td>
<td>Police Department</td>
<td>Fund 1342 - Grants - Police</td>
<td>05/01/19</td>
<td>04/30/20</td>
<td>$10,025</td>
<td>$10,025</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Utility Billing Online Web Portal</td>
<td>Superior Click2Gov3</td>
<td>Finance - Customer Service</td>
<td>Fund 4100 - Water Fund</td>
<td>10/01/10</td>
<td>06/30/21</td>
<td>$56,100</td>
<td>$42,900</td>
<td>$13,200</td>
<td>Added Description Change Term Dates 7/11/17 - 6/30/18 to 10/1/16 - 6/30/21 Cost changed from $42,900 to $56,100</td>
</tr>
<tr>
<td>HSQ - CMMS manage and maintain regulatory process data</td>
<td>HSQ</td>
<td>Utilities - Jennings &amp; Sutter Electrical, Maintenance and Operations</td>
<td>Fund 4100 - Water Fund</td>
<td>11/01/16</td>
<td>10/03/21</td>
<td>$48,312</td>
<td>$48,312</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>LabWorks - LIMS system manage and maintain data base for state reporting</td>
<td>LabWorks</td>
<td>Utilities - Sutter Laboratory</td>
<td>Fund 4210 - Wastewater</td>
<td>08/01/17</td>
<td>07/31/18</td>
<td>$17,058</td>
<td>$17,058</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Lucity - GIS CMMS - manage and maintain assets and coordinate tracking of sewer calls and maintenance</td>
<td>Lucity</td>
<td>Utilities - Collections</td>
<td>Fund 4210 - Wastewater Fund 4440 - Stormwater</td>
<td>05/01/18</td>
<td>04/30/23</td>
<td>$66,000</td>
<td>$66,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Maintenance Connection (CMMS) - manages and maintain assets and coordinate maintenance of sewer plants</td>
<td>Maintenance Connection</td>
<td>Utilities - Jennings &amp; Sutter Electrical, Maintenance and Operations</td>
<td>Fund 4210 - Wastewater Fund 4440 - Stormwater</td>
<td>04/24/17</td>
<td>04/23/22</td>
<td>$7,065</td>
<td>$7,065</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>IPACS</td>
<td>EnviroTech &amp; Consulting, Inc.</td>
<td>Utilities - Environmental Compliance/Pretreatment</td>
<td>Fund 4210 - Wastewater Fund 4410 - Stormwater</td>
<td>07/01/13</td>
<td>06/30/18</td>
<td>$12,733</td>
<td>$12,733</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit B - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Over $50,000)

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liebert Uninterruptible Power Supply (UPS)</td>
<td>Vertiv</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>11/30/17</td>
<td>11/23/18</td>
<td>$16,500</td>
<td>$16,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>IBM - Customer Service - Utility Billing and Accounts Receivable Systems</td>
<td>SPS Var LLC</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>08/17/15</td>
<td>08/19/19</td>
<td>$247,940</td>
<td>$247,940</td>
<td>$0</td>
<td>Change Term End from 08/19/15 to 08/19/19</td>
</tr>
<tr>
<td>Quantum Scalar - LTO Drives and Library for Backup tape and Offsite Disaster Recovery</td>
<td>Quantum</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>06/21/18</td>
<td>06/20/19</td>
<td>$26,400</td>
<td>$26,400</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>SANs: Commvault</td>
<td>SHI</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>06/08/17</td>
<td>06/07/19</td>
<td>$25,386</td>
<td>$25,386</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Compellant - Storage Area Network</td>
<td>Solid Networks</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>05/01/14</td>
<td>05/01/19</td>
<td>$118,800</td>
<td>$118,800</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>CCI (PBS) - Budget Software</td>
<td>CGI</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>04/07/15</td>
<td>04/06/26</td>
<td>$112,200</td>
<td>$112,200</td>
<td>$0</td>
<td>Change Term Dates 11/07/15 - 10/07/15</td>
</tr>
<tr>
<td>IVR-/IVR Interactive Voice Response (IVR) System for Utility Billing</td>
<td>Selectron Technologies Inc.</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>07/01/03</td>
<td>Evergreen</td>
<td>$115,415</td>
<td>$115,415</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Tidemark Building Permit System</td>
<td>Accela</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>01/01/18</td>
<td>12/31/18</td>
<td>$39,380</td>
<td>$39,380</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Cisco Smartnet</td>
<td>Signet ConvergeOne</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>09/30/16</td>
<td>09/30/18</td>
<td>$137,500</td>
<td>$137,500</td>
<td>$0</td>
<td>Change Vendor Name</td>
</tr>
<tr>
<td>ESRI - GIS</td>
<td>ESRI</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>05/31/18</td>
<td>06/30/19</td>
<td>$38,245</td>
<td>$38,245</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Virus Scan (McAfee)</td>
<td>PCMG</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>06/06/18</td>
<td>06/05/19</td>
<td>$11,644</td>
<td>$11,644</td>
<td>$0</td>
<td>Term Date Changed from 06/05/18 to 06/05/19</td>
</tr>
<tr>
<td>Help Desk (Track II)</td>
<td>Taborda Solutions</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>10/15/17</td>
<td>10/14/16</td>
<td>$9,176</td>
<td>$9,176</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Agenda Plus (Site)</td>
<td>Hyland</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>04/01/18</td>
<td>04/30/18</td>
<td>$26,843</td>
<td>$26,843</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Oracle Database</td>
<td>Oracle</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>05/31/18</td>
<td>05/31/19</td>
<td>$129,497</td>
<td>$129,497</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Manage Engine Desktop</td>
<td>PCMG</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>04/20/18</td>
<td>04/20/19</td>
<td>$10,272</td>
<td>$10,272</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>
**Exhibit B - Amended Hardware/Software Maintenance Support Agreements for Fiscal Year 2018-2019 (Over $50,000)**

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forcepoint Security Software</td>
<td>MicroAge</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>12/19/17</td>
<td>12/19/20</td>
<td>$18,150</td>
<td>$18,150</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Microsoft Enterprise Agreement</td>
<td>Insight</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>05/02/17</td>
<td>05/02/20</td>
<td>$263,400</td>
<td>$263,400</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>AutoCad</td>
<td>DLT</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>08/17/17</td>
<td>08/16/18</td>
<td>$26,892</td>
<td>$26,892</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Public Stuff</td>
<td>Accela</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>11/16/17</td>
<td>11/15/18</td>
<td>$47,761</td>
<td>$47,761</td>
<td>$0</td>
<td>Corrected Term End date from 01/11/00 to 11/15/18</td>
</tr>
<tr>
<td>Open Gov</td>
<td>Open Gov</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>12/31/17</td>
<td>12/31/18</td>
<td>$70,950</td>
<td>$70,950</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Cornerstone - HR - Employee Performance Mgt</td>
<td>Cornerstone</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>11/30/16</td>
<td>11/02/17</td>
<td>$34,452</td>
<td>$34,452</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Oracle ERP</td>
<td>Oracle</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>Multiple</td>
<td>Multiple</td>
<td>$281,089</td>
<td>$281,089</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Civic Plus - Website</td>
<td>Civic Plus</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>10/01/15</td>
<td>09/30/18</td>
<td>$34,209</td>
<td>$34,209</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Enterprise Camera System Annual Maintenance</td>
<td>Celplan</td>
<td>Information Technology</td>
<td>Fund 5230 - Information Technology</td>
<td>08/01/16</td>
<td>07/31/19</td>
<td>$71,500</td>
<td>$71,500</td>
<td>$0</td>
<td>Added Term Dates</td>
</tr>
<tr>
<td>Claims management software and software support for management of general liability claims</td>
<td>JDI</td>
<td>Human Resources</td>
<td>Fund 5330 Liability Insurance</td>
<td>8/17/17</td>
<td>08/16/19</td>
<td>$167,750</td>
<td>$167,750</td>
<td>$0</td>
<td>Add Department Name</td>
</tr>
<tr>
<td>AssetWorks (FA Suite)</td>
<td>AssetWorks</td>
<td>Public Works</td>
<td>Fund 5408 - Fleet</td>
<td>12/01/18</td>
<td>11/30/19</td>
<td>$33,907</td>
<td>$33,907</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$4,627,110</strong></td>
<td><strong>$4,645,866</strong></td>
<td><strong>($22,756)</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Added Items Since Council Approval on June 12, 2018**

<table>
<thead>
<tr>
<th>Software Name, Description, &amp; Business Purpose</th>
<th>Vendor/Contractor Name</th>
<th>Department</th>
<th>Fund</th>
<th>Term Start Date</th>
<th>Term End Date</th>
<th>New Maintenance Cost Due</th>
<th>June 12, 2018 Maintenance Cost Due</th>
<th>Net Difference</th>
<th>Comments for Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Recruitment and Onboarding System</td>
<td>NeoGov</td>
<td>Human Resources HR Administration &amp; EE Benefits Administration</td>
<td>Fund 3100 - General Fund</td>
<td>02/18/17</td>
<td>02/14/20</td>
<td>$31,460</td>
<td>$31,460</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Maintenance Connection computerized maintenance management system</td>
<td>Maintenance Connection, Dan Buljan</td>
<td>PRE - Parks Operations</td>
<td>Fund 3100 - General Fund</td>
<td>06/01/18</td>
<td>05/31/19</td>
<td>$4,180</td>
<td>$4,180</td>
<td>$0</td>
<td>Added</td>
</tr>
<tr>
<td>e-Builder, Inc. Program Management Information System (Enterprise Capital Program license)</td>
<td>e-Builder, Inc.</td>
<td>Utilities - Construction Administration</td>
<td>Fund 1300 - Capital Improvement Services</td>
<td>04/05/16</td>
<td>04/04/21</td>
<td>$96,031</td>
<td>$96,031</td>
<td>$0</td>
<td>Added</td>
</tr>
<tr>
<td>CassWorks maintenance management software</td>
<td>RJN Group, Inc.; Jesse Arzola</td>
<td>Public Works - Curve, Gutters, Sidewalks</td>
<td>Fund 1700 - Surface Transportation Fund</td>
<td>05/02/18</td>
<td>05/01/19</td>
<td>$880</td>
<td>$880</td>
<td>$0</td>
<td>Added</td>
</tr>
<tr>
<td>CassWorks maintenance management</td>
<td>RJN Group, Inc.; Jesse Arzola</td>
<td>Public Works - Street Maintenance</td>
<td>Fund 1700 - Surface Transportation Fund</td>
<td>05/02/18</td>
<td>05/01/19</td>
<td>$880</td>
<td>$880</td>
<td>$0</td>
<td>Added</td>
</tr>
<tr>
<td>Software Name, Description, &amp; Business Purpose</td>
<td>Vendor/Contractor Name</td>
<td>Department</td>
<td>Fund</td>
<td>Term Start Date</td>
<td>Term End Date</td>
<td>New Maintenance Cost Due</td>
<td>June 12, 2018 Maintenance Cost Due</td>
<td>Net Difference</td>
<td>Comments for Amendment</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>------</td>
<td>----------------</td>
<td>---------------</td>
<td>-------------------------</td>
<td>-----------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Transparity - ATMS Management Software</td>
<td>McCain</td>
<td>Public Works - Traffic</td>
<td>Fund 1700 - Surface Transportation Fund</td>
<td>04/13/19</td>
<td>04/13/19</td>
<td>$9,350</td>
<td>$9,350</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Automated parking system</td>
<td>Amano McGann</td>
<td>Public Works - Parking</td>
<td>Fund 4000 - Parking</td>
<td>01/04/17</td>
<td>03/31/20</td>
<td>$10,312</td>
<td>$10,312</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>CassWorks maintenance management software</td>
<td>RJN Group, Inc.; Jesse Arzola</td>
<td>Public Works - Meter Services Admin</td>
<td>Fund 4100 - Water Fund</td>
<td>05/02/19</td>
<td>05/01/19</td>
<td>$3,060</td>
<td>$3,060</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Lucky's New Work Order System</td>
<td>Lucity</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$19,360</td>
<td>$19,360</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>iWater - Software for Inframaps</td>
<td>iWater</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>11/01/18</td>
<td>10/31/19</td>
<td>$7,920</td>
<td>$7,920</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>ESRI - GIS for new work order system (Lucity)</td>
<td>ESRI</td>
<td>Utilities - Water Services</td>
<td>Fund 4100 - Water Fund</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$29,040</td>
<td>$29,040</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>RJN - Cassworks (work order and service records)</td>
<td>RJN Group, Inc.; Jesse Arzola</td>
<td>Utilities - Water, PW Streets, Green Waste</td>
<td>Fund 4100 - Water Fund</td>
<td>05/01/18</td>
<td>05/01/19</td>
<td>$5,335</td>
<td>$5,335</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Computer Aided Dispatch/Automatic Vehicle Location system for MAX buses</td>
<td>Avail Technologies</td>
<td>Public Works - Transit</td>
<td>Fund 4540 - Transit</td>
<td>04/19/18</td>
<td>04/18/21</td>
<td>$0</td>
<td>$0</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Transit Route Planning and Analysis</td>
<td>Remax Software</td>
<td>Public Works - Transit</td>
<td>Fund 4540 - Transit</td>
<td>11/01/17</td>
<td>10/31/21</td>
<td>$60,000</td>
<td>$60,000</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>CassWorks maintenance management software</td>
<td>RJN Group, Inc.; Jesse Arzola</td>
<td>Public Works - Community Forestry</td>
<td>Fund 4892 - Green Waste Fund</td>
<td>05/02/19</td>
<td>05/01/19</td>
<td>$638</td>
<td>$638</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Electronic Insurance Certificate Management System</td>
<td>PINS Advantage</td>
<td>Human Resources - Risk Management</td>
<td>Fund 5310 - Insurance Administration</td>
<td>10/24/17</td>
<td>10/24/22</td>
<td>$9,900</td>
<td>$9,900</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Electronic Employee Benefit Platform</td>
<td>Benefitfocus</td>
<td>Human Resources - Employee Benefits Administration</td>
<td>Fund 5520 - Employee Benefits Administration</td>
<td>12/28/18</td>
<td>12/28/19</td>
<td>$40,983</td>
<td>$40,983</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td>Maintenance Connection - Annual Technical Support Renewal, including hosting, software maintenance, technical support, and upgrades.</td>
<td>Maintenance Connection, Dan Buljan</td>
<td>Public Works - Building Services</td>
<td>Fund 5800 - Building Services</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>$3,630</td>
<td>$3,630</td>
<td>Added</td>
<td></td>
</tr>
<tr>
<td><strong>Total Additions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$342,478</td>
<td>$342,478</td>
<td>$4,969,956</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION APPROVING THE SUBMISSION OF THE CITY'S TRANSPORTATION DEVELOPMENT ACT (TDA) TRANSIT CLAIM FOR TRANSPORTATION CENTER IMPROVEMENTS FOR FISCAL YEAR 2018-19 TO THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) IN THE AMOUNT OF $4,069,996

WHEREAS, the Stanislaus Council of Governments (StanCOG) has informed the Transit Division that Transportation Development Act (TDA) funds are available for Transportation Center improvements in preparation for the Altamont Corridor Express (ACE) to stop in Modesto, and

WHEREAS, the City has prepared a TDA claim for Fiscal Year 2018-2019 to access these additional funds, and

WHEREAS, the Transportation Center Capital Budget for these improvements is $5,597,911, and

WHEREAS, Council action authorizing submission of the Claim is required by StanCOG pursuant to Section 99233.11 of the California Public Utilities Code before any TDA funding can be released to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves submission of the TDA Transportation Center capital claim for Fiscal Year 2018-2019 to StanCOG in the amount of $4,069,996.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

APPROVED AS TO FORM:

By: ADAM U. LINDGREN, City Attorney

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)
RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT AMENDING FISCAL YEAR 2018-19 CAPITAL IMPROVEMENT PROJECT BUDGET IN THE AMOUNT OF $4,069,996 TO FUND IMPROVEMENTS TO THE TRANSPORTATION CENTER IN PREPARATION FOR THE ALTAMONT CORRIDOR EXPRESS (ACE) AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, Stanislaus Council of Governments (StanCOG) has adopted Local Transportation Fund (LTF) Supplemental Apportionments to be used for Transportation Center improvements, and

WHEREAS, City staff has estimated the total cost of the improvements to the Transportation Center in preparation for ACE at $5,597,911, and

WHEREAS, this claim is the formal request to StanCOG to release $4,069,996 reserved for regional transit projects, and

WHEREAS, the Fiscal Year 2018-19 budget for capital improvement project 101095 – PW.Facilities Improvement – Transit Center, must be amended by $4,069,996.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2018-19 operating budget.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to implement the provisions of this resolution.
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of September, 2018, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Zoslocki

ATTEST: [Signature]

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

ADAM U. LINDGREN, City Attorney