

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-250**

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE VILLAGE ONE SLURRY SEAL PROJECT, ACCEPTING THE BID, AND AWARDING A CONTRACT TO CALIFORNIA PAVEMENT MAINTENANCE, DBA C P M, OF SACRAMENTO, CALIFORNIA, IN THE AMOUNT OF \$2,094,666 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the Village One Slurry Seal project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Village One Slurry Seal Project were publicly opened at 11:00 a.m. on May 7, 2019, and later tabulated by the Director of Community and Economic Development for the consideration of Council, and

WHEREAS, the Director of Community and Economic Development has recommended that the bid of \$2,094,666 received from California Pavement Maintenance, dba C P M, of Sacramento, CA be accepted as the lowest responsible and responsive bid and the contract be awarded to California Pavement Maintenance, dba C P M, 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 follow the formal bid procedures. An award of \$2,094,666 and agreement for construction for Community and Economic Development Department to use California Pavement Maintenance, dba C P M, Sacramento, CA, conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and California Pavement Maintenance, dba C P M, was the lowest responsive bidder.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves the plans and specifications for the Village One Slurry Seal project, accepts the bid of California Pavement Maintenance, dba C P M, of Sacramento, CA, in the amount of \$2,094,666 and awards California Pavement Maintenance, dba C P M the contract for the Village One Slurry Seal project.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the contract, 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 4th day of June, 2019, by Councilmember Kenoyer, 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, Zoslocki,
Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Ridenour

ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-251**

**RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES TO
APPROVE CHANGE ORDERS UP TO THE CUMULATIVE AMOUNT OF
\$209,467 (10% OF THE ORIGINAL CONTRACT PRICE) FOR THE VILLAGE
ONE SLURRY SEAL PROJECT**

WHEREAS, the Village One Slurry Seal project bids were publicly opened on May 7, 2019, and California Pavement Maintenance, dba C P M, of Sacramento California was the apparent low bidder with the amount of \$2,094,666, and

WHEREAS, the contingency cost for the Village One Slurry Seal project is estimated to be \$209,467 10% of the original contract price, an amount which exceeds the Director's authority for the project as enacted by Council Resolution No. 94-443 on July 19, 1994.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities to approve change orders up to the cumulative amount of \$209,467 (10% of the original contract price).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of June, 2019, by Councilmember Kenoyer, 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, Zoslocki,
Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Ridenour


ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-252**

RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND INCREASING THE MEASURE L ROAD TAX FUND TRANSFER FOR PROJECT #101120 IN THE AMOUNT OF \$900,000 FOR THE VILLAGE ONE SLURRY SEAL PROJECT

WHEREAS, the Village One Slurry Seal project will rehabilitate deteriorated pavement with a type 2 slurry seal, install new striping and ADA curb ramps within street limits of Sylvan Avenue, Roselle Avenue, Merle Avenue and Claus Road, and

WHEREAS, in November 2016, the voters of Stanislaus County approved the county wide, 25-year, half-percent sales tax increase known as Measure L, and

WHEREAS, on September 4, 2018, by Resolution No. 2018-380, Council approved a list of projects including the Village One Slurry Seal project to be funded with Measure L tax proceeds in Fiscal Year 2018-19, and

WHEREAS, bids were opened April 9, 2019 with the lowest bidder 12.29% below the engineer's estimate, and

WHEREAS, the Measure L funds in FY 2018-19 for the local streets and roads category have not all been allocated and are available to use, and

WHEREAS, on February 28, 2019 staff recommended to the Citizens Transportation Sales Tax Commission the allocation of \$900,000 of the \$1,658,925 Measure L funds available for FY 2018-19 to fund the additional costs for the Village One Slurry Seal project, and

WHEREAS, the Fiscal Year 2018-19 Capital Improvement Program Budget for Project #101120 – Village One Slurry Seal must be amended by \$900,000 with a transfer from Measure L Road Tax fund and allocation of funds to the projects expense budget.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby amends the Fiscal Year 2018-2019 Capital Improvement Project (CIP) revenue and expense budget for project #101120 and increases the transfer from Measure L Road Tax fund to the project in the amount of \$900,000 to continue the project.


The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of June, 2019, by Councilmember Kenoyer, 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, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: Ridenour

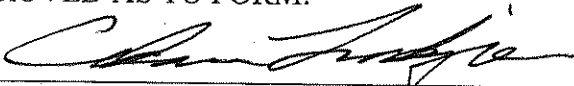
ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-253**

RESOLUTION APPROVING AN AGREEMENT FOR COLLECTION AGENCY SERVICES WITH RAY KLEIN, INC, DBA PROFESSIONAL CREDIT SERVICES, SPRINGFIELD, OREGON, FOR A TWO-YEAR AGREEMENT WITH THREE ONE –YEAR EXTENSION OPTIONS, FOR AN ANNUAL COST NOT TO EXCEED \$50,000 AND A TOTAL AMOUNT NOT TO EXCEED \$250,000 OVER FIVE YEARS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City uses a third party agency for the collection of unpaid and delinquent miscellaneous receivables including, but not limited to, invoices for damage to City property, business license tax and penalties, code enforcement citations, returned checks, utility bills and other miscellaneous receivables, and

WHEREAS, in January 2018, a bid authorization to issue a formal Request for Proposal (RFP) was approved and forwarded to the Purchasing Division, and

WHEREAS, on November 16, 2018, the Purchasing Division issued Request for Proposal (RFP) 1718-61 through PlanetBids with a proposal response due January 8, 2019, and

WHEREAS, on January 8, 2019, bids were formally opened in the City Clerk's Office; eight companies chose to respond with responsive and responsible proposals, and

WHEREAS, after five City staff members evaluated all eight proposals, the evaluation committee ranked Ray Klein, Inc, DBA Professional Credit Services highest overall to perform collection of the City's unpaid and delinquent accounts receivables, which include, but are not limited to, invoices for damage to City property, business license tax and penalties, code enforcement citations, returned checks, utility bills and other miscellaneous receivables, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases whose total maximum costs to the City exceeds fifty thousand dollars for material, equipment or contractual services to follow the formal bid procedures. An award for RFP 1718-61 and agreement for collection agency services to Ray Klein, Inc, DBA Professional Credit Services of Springfield, Oregon, conforms to the Modesto Municipal Code because the City complied with the formal bid procedures and Ray Klein, Inc, DBA Professional Credit Services, was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement for collection agency services with Ray Klein, Inc., DBA Professional Credit Services, Springfield, Oregon, for a two-year agreement with three one-year extension options, for an annual cost not to exceed \$50,000 and a total amount not to exceed \$250,000 over five years.

BE IT FURTHER RESOLVED, the City Manager, or his designee, is authorized to execute the agreement, in a form approved by the attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of June, 2019, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

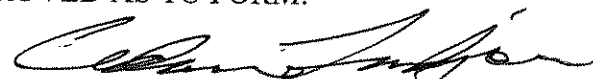
NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-254**

**RESOLUTION APPROVING THE AGREEMENT WITH BERTOLOTTI
MODESTO DISPOSAL INC., CERES, CA, TO PERFORM GARBAGE
REMOVAL AND DISPOSAL SERVICES AT THE MODESTO OUTDOOR
EMERGENCY SHELTER AND FOR HOMELESS ENCAMPMENT BLIGHT
REMOVAL BY THE MODESTO POLICE DEPARTMENT BEAT HEALTH
UNIT THROUGH MAY 31, 2021 FOR A TOTAL AMOUNT NOT TO EXCEED
\$150,000; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE,
TO EXECUTE THE AGREEMENT**

WHEREAS, in response to an emerging and concentrated homeless population precipitated by recent legal developments and case law the City permitted a temporary homeless encampment at Beard Brook Park, and

WHEREAS, the Modesto Police Department (MPD) established a blight abatement team to assist with on-going City efforts in city-wide cleanup and the temporary encampment at Beard Brook Park, and

WHEREAS, the City established a temporary outdoor shelter underneath the 9th Street Bridge known as the Modesto Outdoor Emergency Shelter (MOES) to accommodate the growing number of homeless individuals which Beard Brook Park could no longer sustain, and

WHEREAS, the maintenance and cleanup of both encampments required extensive use of garbage and disposal services which nearly depleted the city-wide blanket purchase order, and

WHEREAS, the Finance Purchasing Division issued an emergency purchase agreement, not to exceed \$50,000, with Bertolotti Disposal designated to cover MOES expenses through December 31, 2019, and

WHEREAS, funding for the emergency purchase agreement has been exhausted,
and

WHEREAS, the City and Bertolotti desire to enter into a new purchase agreement to include garbage and disposal services for MOES and for MPD's Beat Health expenses for illegal homeless camps and dumping to capture all costs related to encampment cleanup, and

WHEREAS, the total amount for MOES garbage and disposal services through December 31, 2019 is \$105,000, and

WHEREAS, the total amount for MPD's Beat Health homeless encampment blight removal through May 31, 2021 is \$45,000, and

WHEREAS, the total amount of the agreement with Bertolotti for both MOES and homeless encampment blight removal by MPD's Beat Health Unit is \$150,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the agreement with Bertolotti Modesto Disposal Inc., Ceres, CA, to perform garbage removal and disposal services at the Modesto Outdoor Emergency Shelter and for MPD Beat Health homeless encampment blight removal by the Modesto Police Department Beat Health Unit through May 31, 2021 for a total amount not to exceed \$150,000.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute the 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 4th day of June, 2019, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-255**

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE KING KENNEDY MEMORIAL CENTER, INC. BOARD OF DIRECTORS FOR THE PROVISION OF FUNDING FOR CERTAIN EVENTS AND SERVICES, IN AN AMOUNT NOT TO EXCEED \$22,000 OVER 5 YEARS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Modesto entered into an agreement with the King Kennedy Memorial Center, Inc. Board of Directors (formerly known as Westside Neighborhood Center Inc.), on January 13, 1969 for the purposes of serving as an advisory board to the City regarding the operation of the facility and programs at the King-Kennedy Memorial Center located at 601 Martin Luther King Drive; and

WHEREAS, upon expiration of the previous agreement the City and the King Kennedy Memorial Center Inc., Board of Directors entered into a second agreement dated August 20, 1996 through City Council Resolution 96-484, for the continued purpose of serving as an advisory board regarding the operations of the King-Kennedy Memorial Center; and

WHEREAS, the City and the King Kennedy Memorial Center Inc., Board of Directors both desire to enter into this Agreement outlining the responsibilities and requirements allowing the King Kennedy Memorial Center Inc., Board of Directors to continue to utilize the CENTER to support the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Memorandum of Understanding with the King Kennedy Memorial Center, Inc. Board of Directors for the provision of funding for certain events

and services, in an amount not to exceed \$22,000 over five years, **attached** herein as **Exhibit "A"**.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Memorandum of Understanding 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 4th day of June, 2019, 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, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into in the City of Modesto, State of California, this ____ day of _____ 2019, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the King-Kennedy Memorial Center, Inc., (King-Kennedy Board of Directors), a California non-profit agency, hereinafter referred to as "AGENCY".

This Agreement is made with regard to the following recitals:

- A. Whereas, CITY entered into an agreement with AGENCY (formerly known as Westside Neighborhood Center Inc.), dated January 13, 1969 and which expired on January 13, 1989, for the purposes of AGENCY serving as an advisory board to CITY regarding the operation of the facility and programs at the King-Kennedy Memorial Center (601 Martin Luther King Drive) ("CENTER"); and
- B. Whereas, CITY and AGENCY entered into a second agreement dated August 20, 1996 and which expired on December 30, 2000, for the purposes of AGENCY continuing to serve as advisor to CITY regarding the CENTER; and
- C. Whereas, CITY and AGENCY desire to enter into this Agreement outlining the responsibilities and requirements allowing AGENCY to continue to utilize the CENTER to support the community; and
- D. Whereas, the CITY and AGENCY also desire this Agreement to detail the roles and responsibilities of each party regarding the use of the CENTER by AGENCY.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on the date of execution ("Effective Date") outlined above, and continue for a period of (3) Three years followed by (2) Two one-year renewal options for a total length not

exceeding 5 years from Effective Date. CITY retains the right to terminate this Agreement, as provided in Section 11.

2. OBLIGATIONS OF CITY

a) CITY will provide a CITY Parks, Recreation, & Neighborhoods staff liaison to serve as the primary contact to AGENCY in all matters related to the support and operation of the AGENCY in relation to the CENTER. The staff liaison will also assist AGENCY with the interpretation and application of all policies, procedures, administrative directives or City Council Directives governing the operations of the CENTER.

b) CITY will permit AGENCY the use of the CENTER and Mellis Park (601 Franklin for the conducting of monthly board meetings and the operation of programs that provide a direct benefit to the community, at no cost to AGENCY. AGENCY will be required to submit a complete rental application to CITY to be entered into the Facility Rental Management Program. All requests must be submitted no later than 10 days prior to the desired date of registration and up to thirteen (13) months in advance. All requested rentals are subject to facility availability and the discretion of CITY. In addition to CITY's existing rules and regulations regarding site and facility rentals, AGENCY's use of CITY sites shall be subject to the following:

- i. AGENCY must make a written request to use a CITY site at least 10 days prior to its planned event. This notice time is to ensure CITY possesses adequate time to assign CITY staff for the event, for all uses requiring access to the facility outside of normal hours of operation (8am – 5pm, Monday - Friday).
- ii. All rental requests submitted for activities to be conducted during regular hours of operation (8am – 5pm, Monday - Friday) will require additional written approval from the CENTER's operating partner.

c) City will provide monetary support for AGENCY activities, as outlined in **Section 3 “Compensation”** of this Agreement, provided the activities meet the following set parameters and are included in the approved list of activities attached hereto and incorporated herein as Exhibit A.

d) CITY will permit AGENCY to hold fundraisers at the CENTER at no cost to AGENCY for the sole purposes of raising funds to support the proposed events and programs attached hereto and incorporated herein as Exhibit A.

3. COMPENSATION.

CITY will provide financial support to AGENCY in an amount not to exceed \$4,000.00 (Four Thousand Dollars) for the first year of this Agreement (“Financial Support”), and \$22,000 (Twenty-Two Thousand Dollars) for the Term of this Agreement (“Total Financial Support”). Each year thereafter, CITY may adjust the Financial Support for the succeeding calendar year to account for inflation and other cost of living increases. However, in no event shall the cumulative Financial Support paid by City exceed the Total Financial Support. AGENCY will submit to CITY an invoice for the requested amount along with supporting documentation including, but not limited to, letters of commitment, copies of checks, copies of receipts, bank statements, and audited financial records. CITY will review and approve the invoice submission. Upon approval, the invoice will be processed through the CITY Accounts Payable Division. All payments and reimbursements from CITY to AGENCY shall be in accordance with CITY policies and procedures.

4. OBLIGATIONS OF AGENCY.

a) AGENCY, under the direction of the Director or their designee, will assist as a liaison between the CENTER, CITY, and the community on issues pertaining to social health, education, training, diversity, and recreation.

b) AGENCY will list the “City of Modesto and Parks, Recreation & Neighborhoods” as a co-sponsor on all advertisements, promotional materials, event programs, banners, and other applicable mediums for all AGENCY programs and activities conducted at the CENTER or Mellis Park under the terms of this Agreement.

c) AGENCY will submit to CITY a list of all activities and programs to be conducted under this Agreement attached hereto and incorporated herein as Exhibit A. Any amendments to Exhibit A after the Effective Date of this Agreement must be submitted in writing to CITY by AGENCY, prior to implementation, and shall require the CITY’s written approval of the amendment, which the CITY shall not unreasonably withhold. AGENCY understands that it cannot implement new programs or events until it receives written approval from the CITY.

d) AGENCY will submit to CITY, a copy of AGENCY’s bylaws which define the purpose(s), functions, organization, and delegations of authority of AGENCY within 30 days of the effective date of this agreement.

e) AGENCY’s bylaws shall comply with all federal, state, and CITY laws and regulations.

f) AGENCY will comply with all CITY policies and procedures that govern the CENTER and other CITY owned and operated sites utilized by AGENCY.

g) AGENCY acknowledges it will not have exclusive fund raising privileges or use of the CENTER

h) AGENCY shall provide CITY with a roster of AGENCY board of directors, their mailing addresses, phone numbers, and email addresses. AGENCY is responsible for informing CITY, in writing, of any changes to the roster throughout the term of this agreement as outlined in **Section 1 Term of Agreement.**

i) AGENCY must maintain current and eligible non-profit status from the Internal Revenue Service (“IRS”). AGENCY is responsible for providing CITY with a copy of the letter from the IRS determining AGENCY’s tax-exempt status under section 501 (c)(3) of the Internal Revenue Code, attached

KKBoD MOU

hereto and incorporated herein as Exhibit D. AGENCY shall give CITY a copy of the letter from the California Franchise Tax Board designating tax-exempt status under section 23701(d), Revenue and Taxation Code, attached hereto and incorporated herein.

j) In the event that AGENCY facilitates or directly provides programming that serves minors, AGENCY will comply with the child abuse and neglect reporting act stipulations attached hereto and incorporated as Exhibit B to this document.

5 MONITORING AND REPORTING

In order to ensure that AGENCY's use of the CENTER and other CITY facilities meets the needs of both CITY and the community, CITY reserves the right to monitor AGENCY operations as deemed necessary by the Director or their designee. AGENCY shall furnish all data, statements, records, meeting minutes, applicable information, and reports necessary for CITY to monitor, review, and evaluate the performance of AGENCY under this agreement.

6. INTEREST OF AGENCY.

AGENCY 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. AGENCY warrants that, in performance of this Agreement, AGENCY shall not employ any person having any such interest. AGENCY agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required by CITY.

7. INDEPENDENT AGENCY.

All acts of AGENCY, its agents, officers, volunteers and/or employees and all others acting on behalf of AGENCY relating to the performance of this Agreement, shall be performed on behalf of AGENCY, and not as agents, officers, or employees of CITY. AGENCY has no authority or responsibility

KKBoD MOU

to exercise any rights or power vested in the CITY except for such rights or powers expressly set forth in this agreement. No agent, officer, or employee of the CITY is to be considered an employee of AGENCY. It is understood by both AGENCY and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture. AGENCY, its agents, officers, volunteers and/or employees are, and at all times during the term of this Agreement, shall represent and conduct themselves as an independent AGENCY and not as employees of CITY. It is understood and agreed that as an independent AGENCY and not an employee of CITY neither the AGENCY or AGENCY'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 AGENCY must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of AGENCY's personnel, if applicable. As an independent AGENCY, AGENCY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any person that an employer-employee relationship exists by reason of this Agreement, including any entitlement to CalPERS or similar retirement funds set aside for City employees.

8. 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.

9. NOTICES.

Notice required by this Agreement shall be given in writing and shall be deemed given and effective upon receipt provided that such are delivered in accordance with the provisions of this section. Notices shall be delivered either by: (a) personal delivery (including delivery by an overnight courier services which obtains confirmation of receipt); or (b) by facsimile, provide that such transmission is

KKBoD MOU

followed by delivery by an overnight courier service which obtains confirmation of receipt; or (c) postage prepaid, return receipt requested, certified mail, or (d) by electronic transmission subject to reasonable proof that the notice was both transmitted and received. Each such notice shall be sent to the parties at the address respectively set forth below or to such other address as a party may designate by written notice given in accordance with the provisions of this section:

FOR AGENCY: Name: King Kennedy Memorial Center, Inc.
 Address: PO Box 582623
 Modesto, CA. 95351
 Attention: President

FOR CITY: Name: City of Modesto
 Address: PO Box 642
 Modesto, CA. 95353
 Attention: PRND Contract Administrator
 Phone: (209) 577-5344
 Facsimile: (209) 544-3982
 Email: recreation@modestogov.com

10. INSURANCE REQUIREMENTS.

The AGENCY shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies of certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the CITY via the PINS Advantage Insurance Program, for all of the following stated insurance policies.

(a) Workers’ Compensation – in compliance with the statutes of the State of California, plus employer’s liability with a minimum limit of liability of \$1,000,000.

(b) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If commercial General Liability Insurance of other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance

shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations, broad form contractual, independent AGENCY and subagency's, products and completed operations as applicable.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

(d) If applicable, Professional Liability insurance with a minimum limit of \$1,000,000 per claim and policy aggregate. If coverage is on a claims made basis it shall be maintained for at least three (3) years following completion of the work.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form a substance, or if a company issuing such policy shall be unsatisfactory to the CITY, the AGENCY shall promptly obtain a new policy, submit it the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the AGENCY to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended or terminated. Failure of the AGENCY to obtain and/or maintain any required insurance shall not relieve the AGENCY from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the AGENCY concerning indemnification. The CITY, its agents, officers, officials, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Worker's Compensation and Professional Liability. The Worker's Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, officials, employees, and volunteers for losses arising from work performed by AGENCY for the CITY. The AGENCY's insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY: shall include no special limitations to coverage provided to additional insured: and, shall be placed with insurer(s) with acceptable Best's rating of A: VII or with

approval of the Risk Manager. The AGENCY must provide certificates evidencing existence of the insurance listed above to the CITY prior to the time the contract is signed.

AGENCY shall provide CITY with separate endorsements evidencing proof of the CITY'S additional insured status as to both the general liability and automobile liability insurance policies. In addition, AGENCY shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the AGENCY's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the AGENCY's insurance and shall not contribute with it.

This indemnity, and duty to defend, also expressly includes premises liability for any injury or death which may occur on AGENCY's License Use Agreement for any premises, regardless of cause.

11. TERMINATION OF AGREEMENT.

Termination by CITY for Default of AGENCY

Should AGENCY 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 AGENCY. 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 AGENCY, dishonesty or theft.

Termination by City for Convenience

The City may also terminate the AGENCY's performance under the Agreement, either in whole or in part, at its own discretion, or when the City is prevented from proceeding with the Agreement by act of God, by law,

KKBoD MOU

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. 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 AGENCY with consultation with the City prior to termination.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

Post-Termination Procedure

Upon receipt of a written notice of termination pursuant to either of the foregoing paragraphs, AGENCY shall:

a) Cease its work as directed in the notice of termination as of the termination date and see to it that its employees, subagencies and agents are notified of such termination and act as specified in the notice of termination;

CITY will pay AGENCY an amount based on the percentage of satisfactory work completed on the termination date. and 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 Agency,” Agency agrees and understands that CITY may, in CITY’s sole discretion, refuse to pay AGENCY for that portion of AGENCY’s services which were performed by AGENCY prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

Authorization to Terminate Agreement

Termination of the Agreement may be invoked by the City Manager, or his/her designee, subject to the right of the AGENCY to appeal the City Manager, or his/her designee’s, decision to the City Council. The AGENCY shall appeal by notifying the City Clerk in writing within ten (10) calendar days of receipt of written notification from CITY of termination of the Agreement. In the event that termination of this Agreement is upheld by the City Council, any cessation of payment of delay claims shall be retroactive to the date of termination effectuated by the City Manager, or his/her designee.

12. INDEMNITY.

AGENCY, its agents, officers, volunteers and or employees shall defend, indemnify, and hold harmless CITY, its agents, officers, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs including litigation costs and attorney's fees from every cause, including but not limited to injury to person or property or wrongful death arising directly or indirectly out of any act or omission of AGENCY whether or not the act or omission arises from the negligence or other liability of CITY (except for the sole negligence or willful misconduct of the CITY), or its agents, officers, and employees or volunteers relating to or during the performance of its obligations under this Agreement.

AGENCY'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 AGENCY to procure and maintain a policy of insurance.

13. 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.

14. ENTIRE AGREEMENT.

This Agreement, including any exhibits hereto, contains the entire understanding and agreement between CITY and AGENCY. All previous proposals, offers and the 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 both parties.

15. AMENDMENT.

Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement, for CITY or AGENCY to modify the scope of services or any other term provided for under this Agreement. Any amendment or change shall be discussed with CITY and the change shall be memorialized in a written amendment. This Agreement may not be modified without a duly executed, written amendment by both Parties.

16. CONSTRUCTION.

The language of each and all paragraphs, terms, and/or provisions of this Agreement shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

17. GOVERNING LAW.

This Agreement shall be governed according to the laws of the State of California.

18. HEADINGS NOT CONTROLLING.

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

19. COMPLIANCE WITH LAWS.

AGENCY shall fully comply with all applicable federal, state, and local laws, ordinances and regulations, including but not limited to, all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws.

20. CONFLICT OF INTEREST

AGENCY shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. AGENCY certifies that it is familiar with conflict of law provisions set forth in California Government Code Sections 87100 et seq. and Government Code Section 1090. AGENCY certifies they do not know of any facts which constitute a violation of such section. AGENCY further certifies that it shall not assign any personnel to provide services under this Agreement which would be cause for a violation of any conflict of interest law.

21. CITY BUSINESS LICENSE.

AGENCY will have a valid City of Modesto business license.

22. MISCELLANEOUS PROVISIONS

A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

B. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

C. Where this Agreement refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

D. Each of the factual statements set forth in the recitals is true and correct in its entirety and is incorporated into the Agreement as a term of the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk under authority of Resolution No. 2019-____, adopted by the Council of the City of Modesto on the ____ day of _____, 2019 and King Kennedy Community Center Inc., has caused this Agreement to be duly executed.

**CITY OF MODESTO
a municipal corporation**

**AGENCY
King Kennedy Memorial Center, Inc.**

By _____
JOSEPH P. LOPEZ, City Manager

By _____

Name _____

ATTEST:

Title: _____

By: _____
STEPHANIE LOPEZ, City Clerk

By _____

Name: _____

APPROVED AS TO FORM:

Title: _____

City Attorney

AGENCY's Federal ID # _____

By _____
ADAM U. LINDGREN, City Attorney

**APPROVED AS TO RISK MANAGEMENT
FORM:**

By _____
CATHERINE 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.

Nonprofit Organization – signature of two (2) board members required.

3197740.1

EXHIBIT A

OUTLINE OF SERVICES & EVENTS

AGENCY shall provide the events as described in this exhibit and such other services set forth herein or as approved by the Director of Parks, Recreation & Neighborhoods or their designee.

AGENCY shall provide these community services or events within all specifications, guidelines and expectations set forth in the City Parks and Recreation's Facility Use Rules and Regulations for use of city facilities.

A. LIST OF EVENTS

- Annual Dr. Martin Luther King Jr. Luncheon (January)
- Annual Black History Celebration. 2 Days. (February)
- Mother's Day Brunch (May)
- Old time Jubilee (May)
- Scholarship Award Ceremony (May)
- Annual Juneteenth Celebration (June)
- Community Information Reception (September)
- Annual Turkey Give Away (November or December)

EXHIBIT B

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT

If AGENCY provides services involving minors AGENCY shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by AGENCY's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

AGENCY shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code SECTION 11164 *et. seq.* Additionally, AGENCY certifies the following:

1. Any and all personnel employed or retained by AGENCY in conducting the operations of AGENCY's program shall be qualified to perform the duties assigned to them by AGENCY. AGENCY agrees that AGENCY shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code SECTION 5164.

CITY and AGENCY understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If AGENCY intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, AGENCY must obtain CITY's prior consent, and AGENCY shall ensure that none of

its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code SECTION 5164.

2. AGENCY shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by AGENCY, shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, AGENCY shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the AGENCY has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by AGENCY, AGENCY shall be solely responsible for compliance with the provisions of this SECTION.

3. That no person paid or unpaid by AGENCY shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless AGENCY has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the effective date of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years.

4. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. AGENCY shall keep on file each "Certificate" of

clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

- 5. AGENCY understands that if services are rendered on a school site, there may be additional requirements that may apply including, without limitation, requirements under the California Education Code. AGENCY acknowledges that it is AGENCY's sole responsibility to comply with all applicable laws, regulations and licensing requirements in AGENCY's provision of services hereunder.

I, the AGENCY signing below, verify that I have read and agree to the above:

Signature

Date

Title

Name (Print)

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a) (1) A county or CITY or CITY and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or CITY or CITY and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2) (A) Violations or attempted violations of SECTION 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in SECTION 290 of the Penal Code, except for the offense specified in subdivision (d) of SECTION 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph(C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with SECTION 207) of Title 8 of Part 1 of the Penal Code, SECTION 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of SECTION 12022 of the Penal Code, in the commission of that offense, SECTION 217.1 of the Penal Code, SECTION 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with SECTION 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of SECTION 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this SECTION within the ten (10)

year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b) (1) To give effect to this SECTION, a county or CITY or CITY and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or CITY or CITY and county or special district shall screen, pursuant to SECTION 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a CITY or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the CITY or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with SECTION 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in SECTIONs 5163 to 5163.2, inclusive, shall prevent the governing body of any CITY or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by SECTION 5163 and this SECTION.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The CITY or county shall maintain a file containing an up-to-date certificate for each person covered by SECTION 5163.

5163.4. Nothing in SECTIONs 5163 to 5163.3, inclusive, shall prevent the CITY or county from requiring more extensive or more frequent examinations.

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-256**

**RESOLUTION APPROVING A SECONDARY AGREEMENT FOR AS-NEEDED
PRE-EMPLOYMENT PSYCHOLOGICAL SERVICES WITH CORDICO
PSYCHOLOGICAL CORP. FOR AN AGREEMENT TERM OF TWO YEARS
WITH TWO, ONE-YEAR EXTENSION OPTIONS, FOR AN ANNUAL COST OF
\$10,000 WITH A TOTAL NOT TO EXCEED COST OF \$40,000 FOR THE LIFE
OF THE AGREEMENT TERM, AND AUTHORIZING THE CITY MANAGER,
OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT**

WHEREAS, recruiting and retaining police officers is a lengthy and highly competitive process; and

WHEREAS, prior to being hired, candidates must go through an extensive selection process that includes an application, written examination, physical agility examination, selection interview, polygraph examination, background investigation, medical examination and psychological examination; and

WHEREAS, on June 2, 2015, by Resolution 2015-178, Council approved an agreement with Jocelyn E. Roland, PhD., ABPP for pre-employment psychological evaluation services and pre-employment psychological screenings; and

WHEREAS, on December 12, 2017, by Resolution 2017-531, Council approved an amendment with Jocelyn E. Roland, PhD., ABPP to increase the rate and annual cost for the pre-employment psychological screening; and

WHEREAS, the current vendor, has been backlogged for several months to complete these required psychological evaluations and screenings, and

WHEREAS, the Finance Department recommends establishing a secondary agreement for pre-employment psychological evaluations to Cordico Psychological Corp., for an agreement term that coincides with the remainder of the agreement term with Jocelyn E. Roland, PhD., ABPP; and

WHEREAS, Cordico Psychological Corp. meets the City's insurance requirements and has agreed to the terms of a two year agreement with two one year extension options for a total not to exceed \$10,000 annually; and

WHEREAS, there was not competitive bid process; however, Modesto Municipal Code 8-3.204(a) "Exceptions to Formal Bidding Requirements," agreements for professional services are exempt from the bidding requirements of Modesto Municipal Code 8-3.203; and

WHEREAS, the approval for the pre-employment psychological evaluations and screenings to Cordico Psychological Corp. conforms to Modesto Municipal Code 8-3.204, subdivision (a) as they are providing professional services for pre-employment psychological evaluations and screenings.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes a secondary agreement for as-needed pre-employment psychological services with Cordico Psychological Corp. for an agreement term of two years with two, one-year extension options, for an annual cost of \$10,000 with a total not to exceed cost of \$40,000 for the life of the agreement term.

BE IT FURTHER RESOLVED, that the City Manager, or his designee is hereby authorized to execute the 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 4th day of June, 2019, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

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

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney

**MODESTO CITY COUNCIL
RESOLUTION NO. 2019-257**

RESOLUTION COMBINING THE CITY MANAGER'S DRAFT BUDGET AND THE MAYOR'S FINAL BUDGET MODIFICATIONS INTO THE PROPOSED BUDGET FOR FISCAL YEAR 2019-20 (INCLUDING FUNDING THE MODESTO SISTER CITIES PROGRAM IN THE AMOUNT OF \$35,000), AND NOTICING A PUBLIC HEARING TO BE HELD ON JUNE 25, 2019 FOR COUNCIL'S CONSIDERATION AND ADOPTION OF THE FISCAL YEAR 2019-20 PROPOSED BUDGET AND RELATED ACTIONS

WHEREAS, the Finance Committee head the City Manager's Draft Budget on April 29th, April 30th, May 2nd, and May 3rd, and

WHEREAS, the Finance Committee approved the City Manager's Draft Budget with a 3-0 vote and approved the motion to have the Mayor make modifications to the City Manager's Draft Budget 30 days prior to the adoption by the City Council, and

WHEREAS, the Mayor has presented his modifications to the City Manager's Draft Budget to City Council and has presented any changes for incorporation into the City of Modesto's Final Proposed Budget for Fiscal Year 2019-20, and

WHEREAS, discussion was held by City Council concerning funding for the Sister Cities program in the amount of \$35,000 and its inclusion in the Proposed Budget for Fiscal Year 2019-20, and

WHEREAS, the City of Modesto's Final Proposed Budget for Fiscal Year 2019-20 will be inclusive of the City Manager's Draft Budget as well as the Mayor's Final Budget Modifications, and the inclusion of \$35,000 in funding for the Sister Cities program, and will be heard at a public hearing scheduled to be held on June 25, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the combination of the City Manager's Draft Budget and the Mayor's Final Budget Modifications into the Proposed Budget for Fiscal Year 2019-20,

including funding the Modesto Sister Cities program in the amount of \$35,000, and directs a notice to be published for a public hearing to be held on June 25, 2019 for Council's consideration and adoption of the Fiscal Year 2019-20 Proposed Budget and related actions.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of June, 2019, by Councilmember Ah You, 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, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney