



CITY OF HUGHSON
CITY COUNCIL MEETING
 CITY HALL COUNCIL CHAMBERS
 7018 Pine Street, Hughson, CA

AGENDA
MONDAY, FEBRUARY 25, 2013 – 7:00 P.M.

- CALL TO ORDER:** Mayor Matt Beekman
- ROLL CALL:** Mayor Matt Beekman
 Mayor Pro Tem Jeramy Young
 Councilmember Jill Silva
 Councilmember George Carr
 Councilmember Harold Hill
- FLAG SALUTE:** Mayor Matt Beekman
- INVOCATION:** Hughson Ministerial Association
-

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the Audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, State their name and City of Residence for the record (requirement of Name and City of Residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS: None.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1:** Approval of the February 12, 2013 Regular Council Meeting Minutes.
- 3.2:** Approval of the Warrants.

- 3.3: Adoption of Resolution No. 2013-07, opposing any Discretionary Development within the City's Sphere of Influence denying all projects with Stanislaus County.

ADJOURN TO THE SUCCESSOR AGENCY TO THE HUGHSON REDEVELOPMENT AGENCY MEETING

RECONVENE TO THE CITY COUNCIL MEETING

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: None.

6. NEW BUSINESS:

- 6.1: Consider Resolution No. 2013-06, approving the First Amendment to Cost Sharing Agreement to Defray Expenses Associated with Preparation of an Integrated Regional Water Management Plan and Authorizing the City Manager to Sign Said Document.
- 6.2: Review and Approve the Hughson Police Services Annual Report for 2012.

7. CORRESPONDENCE: None.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

8.2: Council Comments: (Information Only – No Action)

8.3: Mayor's Comments: (Information Only – No Action)

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One (1) potential case

10. REPORT FROM CLOSED SESSION:

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

February 27	▪ Oversight Board to the Successor Agency Meeting, Chambers, 6:00pm
March 11	▪ 2+2 Fire Committee Meeting, Council Chambers, 6:00pm
March 11	▪ City Council Meeting, Council Chambers, 7:00pm
March 12	▪ Parks & Recreation Meeting, Council Chambers 6:00p.m.
March 19	▪ Planning Commission Meeting, Council Chambers, 6:00pm
March 23	▪ Lorraine’s Luncheon - “High Tea” @ Samaritan Village- 3pm
March 25	▪ Economic Development Committee, Council Chambers, 5:30pm
March 25	▪ City Council Meeting, Council Chambers, 7:00pm
April 8	▪ City Council Meeting, Council Chambers, 7:00pm
April 9	▪ Parks & Recreation Meeting, Council Chambers, 6:00p.m.
April 16	▪ Planning Commission Meeting, Council Chambers, 6:00pm
April 22	▪ City Council Meeting, Council Chambers, 7:00pm
April 27	▪ City-wide Yard Sale Event
May 4	▪ Annual City-wide Clean Up Day

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

AFFIDAVIT OF POSTING

DATE: February 22, 2013 **TIME:** 4:00pm
NAME: Dominique Spinale **TITLE:** Deputy City Clerk

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054



CITY OF HUGHSON
CITY COUNCIL MEETING
City Hall Council Chambers
7018 Pine Street, Hughson, CA

MINUTES
TUESDAY, FEBRUARY 12, 2013 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember Harold Hill

Absent: Councilmember George Carr, excused

Staff Present: Thom Clark, Community Development Director
Daniel J. Schroeder, City Attorney
Margaret Souza, Director of Finance
Darin Gharat, Chief of Police
Dominique Spinale, Management Analyst/Deputy City Clerk
Lisa Whiteside, Finance Manager
Sam Rush, Public Works Superintendent

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Ernie Spears

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

No Public Comments.

2. PRESENTATIONS: None.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approval of the January 28, 2013 Regular Council Meeting Minutes.
- 3.2: Approval of the Warrants.
- 3.3: Approval of the Treasurer's Report for December 2012.
- 3.4: Rejection of Claim for Damages filed by Sara Rodriguez.
- 3.5: Approval of the appointment of Thom Clark, Acting City Manager, as a City representative to the Oversight Board of the Successor Agency of the City of Hughson Redevelopment Agency.

Silva/Hill 4-0-0-1 (Carr-Absent) motion passes to approve Consent Calendar Items 3.1, 3.2, 3.3, 3.4, and 3.5.

4. UNFINISHED BUSINESS:

- 4.1: Consider Resolution No. 2013-05, Approving Adjustments to the Operating Budget for Fiscal Year 2012-13.

Director Souza reviewed the budget adjustments with the Council.

Silva/Young 4-0-0-1 (Carr-Absent) motion passes to adopt Resolution No. 2013-05, Approving Adjustments to the Operating Budget for Fiscal Year 2012-13.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: None.

6. NEW BUSINESS:

- 6.1: Review and Approve the Appointment of Council Members to the 2013 Boards and Committees.

The Mayor and Council discussed the Boards and Committees and Mayor Beekman appointed the Council Members to each of the Boards and Committees as follows:

2+2 Committee School District:	Jeremy Young Jill Silva
2+2 Fire District Committee:	Harold Hill George Carr
Budget & Finance Subcommittee:	Jill Silva Matt Beekman
Economic Development Committee	George Carr Jeremy Young Matt Beekman

Hughson Family Resource Board	George Carr Harold Hill
League of California Cities Executive Committee	Jeremy Young Harold Hill (Alt)
Mayors Association	Matt Beekman
San Joaquin Valley Air Pollution Control District	Jill Silva
StanCOG Board of Directors	Matthew Beekman Jill Silva (Alt)
Stanislaus County Disaster Council	Harold Hill Jill Silva (Alt)
Stanislaus County Local Task Force on Solid Waste	George Carr Jill Silva (Alt)
Stanislaus County Workforce Alliance	Jeremy Young
Stanislaus Economic Development Action Committee (EDAC)	Harold Hill George Carr (Alt)
Turlock Mosquito Abatement District	George Carr

Hill/Silva 4-0-0-1 (Carr-Absent) motion passes to approve the 2013 Committees Appointments as assigned by Mayor Beekman.

7. CORRESPONDENCE: None.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager: Interim Clark updated the Council on the Farmland Preservation Article published in the Modesto Bee.

City Clerk: Provided an update on applications received for the 2 vacant seat on the Planning Commission.

Community Development Director: None.

Director of Finance: None.

Police Services: Provided an update on the School Resource Officer status.

City Attorney: None.

8.2: Council Comments: (Information Only – No Action)

Councilmember Silva updated the Council on her attendance at the Air Pollution Control District and the Budget & Finance Committee meetings.

Mayor Pro Tem Young updated the Council on his attendance at the League of CA Cities meeting.

Councilmember Hill updated the Council on his attendance at the Valley Vision Stanislaus Workshop.

8.3: Mayor’s Comments: (Information Only – No Action)

Mayor Beekman thanked Director Clark for stepping up as Interim City Manager until the arrival of Mike Harden. He then updated the Council on his attendance at the Air Pollution Control District meeting and the County Board of Supervisor’s meeting in regards to the appeal the City filed against the Santa Fe Crossings Project. The City’s appeal failed, but Mayor Beekman requested that Staff write a letter to Stanislaus County advising that the City does not support any development within the City’s sphere of influence.

Staff will bring the letter back to Council for approval on February 25.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: None.

10. REPORT FROM CLOSED SESSION: None.

ADJOURNMENT:

Mayor Beekman asked for a motion from Council to adjourn the meeting. A motion was made by Councilmember Silva, followed by a second motion by Councilmember Beekman.

The meeting adjourned at 7:48pm.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk

3.2
for

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
43476	2/13/2013	ABS00	ABS PRESORT	\$ 838.26	85620	STATEMENTS JANUARY 2013
43477	2/13/2013	ATT01	AT&T	\$ 4,013.54	B30212	PHONE
43478	2/13/2013	ATT03	AT&T	\$ 20.70	B30212	PHONE
43479	2/13/2013	CAE00	CA EMER PHYS MED GRP	\$ 46.28	B30212	MEDICAL EXP NOT PAID BY T ASC T.CLARK
43480	2/13/2013	CAL32	CSMFO	\$ 110.00	B30212	2013 CSMFO MEMBERSHIP REN WAL L.WHITESIDE
43481	2/13/2013	CCA02	CITY CLERKS ASSOCIATION	\$ 80.00	2013	MEMBERSHIP DUES D.SPINALE
43482	2/13/2013	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 709.87 \$ 643.86 \$ 131.09 \$ 20.41 \$ 342.10 \$ 298.77	398817 398835 398838 400409 11155747 11166069	SANITARY SUPPLIES SANITARY SUPPLIES GLOVES CLEANING SUPPLIES CORDLESS VACUUM SANITARY SUPPLIES
Check Total:				\$ 2,146.10		
43483	2/13/2013	CLA03	CLARK'S PEST CONTROL	\$ 102.00 \$ 57.00	13788066 13817779	PEST CONTROL PEST CONTROL
Check Total:				\$ 159.00		
43484	2/13/2013	DOW00	DOWNTOWN FORD SALES	\$ 29,670.33	DF0130134	2013 UTILITY TRUCK
43485	2/13/2013	EWI00	EWING IRRIGATION PRODUCTS	\$ 2,818.19	7158034A	WEED KILLER & PRE-EMERGENT
43486	2/13/2013	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,106.40 \$ 885.12	120211511 120759071	EXTRA HELP WEEK ENDING 01 /13/13 EXTRA HELP WEEK ENDING 1/ 27/13
Check Total:				\$ 1,991.52		
43487	2/13/2013	EZN00	EZ NETWORK SOLUTIONS	\$ 706.40	25852	SERVICE TICKET, SET UP NEW COMPUTER
43488	2/13/2013	FRA03	FRANTZ WHOLESALE NURSERY	\$ 429.50	521760	FLOWERS FOR MONUMENT SIGN
43489	2/13/2013	GEO01	GEOANALYTICAL LABORATORIE	\$ 30.00	Z3B0501	ARSENIC
43490	2/13/2013	GIB00	GIBBS MAINTENANCE CO	\$ 685.00	14154	JANITOR SVCS FOR 1/2013
43491	2/13/2013	HOM01	THE HOME DEPOT CRC	\$ 95.36 \$ 168.99 \$ 173.38	13214 13674 7013652	SUPPLIES SUPPLIES SUPPLIES
Check Total:				\$ 437.73		
43492	2/13/2013	HUG08	CITY OF HUGHSON	\$ 1,311.37	B30213	LLD WATER SERVICE

43493	2/13/2013	HUG11	HUGHSON FARM SUPPLY	\$ 18.21	434917IN	PVC SUPPLIES
				\$ 20.39	0433958IN	TOOLS
				\$ 7.94	0435621IN	PIPE INSULATION
				\$ 12.61	0436286IN	BOLTS
				\$ 9.86	0437092IN	PARTS FOR LAWN MOWER
			Check Total:	\$ 69.01		
43494	2/13/2013	JEN00	JENSEN & ASSOC, INC	\$ 325.00	20136-5	REAL ESTATE APPRAISAL
43495	2/13/2013	MOD04	CITY OF MODESTO	\$ 5,334.62	54641	SDEA CONTRIBUTION
43496	2/13/2013	MUN01	MUNIMETRIX	\$ 1,878.00	1303023	IMAGE FLOW SOFTWARE
43497	2/13/2013	OPE01	OPERATING ENGINEERS LOCAL	\$ 405.00	B30213	LOCAL UNION #3 DUES
43498	2/13/2013	ORT08	ORTIZ, FLORA	\$ 210.00	B30213	REFUND DEPOSIT 1/19/13
43499	2/13/2013	POS01	POSTAGE BY PHONE	\$ 500.00	B30213	POSTAGE
43500	2/13/2013	SAF01	SAFETLITE	\$ 173.63	292840	SIGN REPLACEMENT
				\$ 75.78	293036	STENCIL
				\$ 3,761.64	293166	SIGN REPLACEMENT
			Check Total:	\$ 4,011.05		
43501	2/13/2013	STA01	STANISLAUS COUNTY	\$ 3,816.34	40612	ELECTION COSTS 11/5/12
43502	2/13/2013	STA36	STANISLAUS FARM SUPPLY	\$ 60.55	1047750	GOPHER BAIT
43503	2/13/2013	STA47	STANISLAUS COUNTY SHERIFF	\$ 14,666.78	1213-185	SLESF - DEPUTY
				\$ 2,701.63	1213-188	VEHICLE CHARGE 12/12
				\$ 75,117.75	1213-196	LAW ENFORCEMENT SVCS 2/13
			Check Total:	\$ 92,486.16		
43504	2/13/2013	TES00	TESCO CONTROLS, INC	\$ 91.49	0050858IN	FLASHER UNIT
43505	2/13/2013	TRO00	TROPHY WORKS	\$ 75.33	76101	PLAQUE FOR B. WHITEMYER
43506	2/13/2013	UNU01	UNUM LIFE INSURANCE CO.	\$ 998.95	B30213	LIFE INSURANCE FEB/MAR 20 13
43507	2/13/2013	WAR00	WARDEN'S OFFICE	\$ 156.45	177328-0	OFFICE SUPPLIES
43508	2/13/2013	WIL12	WILBUR-ELLIS COMPANY	\$ 714.85	6850886	WEED CONTROL'
43509	2/15/2013	EMP01	STATE OF CALIFORNIA	\$ 1,844.87	B30215	PAYROLL TAXES
43510	2/15/2013	HAR02	THE HARTFORD	\$ 532.50	B30215	DEFERRED COMPENSATION
43511	2/15/2013	PER01	P.E.R.S.	\$ 6,593.99	B30215	RETIREMENT
43512	2/15/2013	STA23	CaIPERS SUPPLEMENTAL INCO	\$ 20.00	B30215	DEFERRED COMPENSATION
43513	2/15/2013	UNI07	UNITED WAY OF STANISLAUS	\$ 2.00	B30215	UNITED WAY
43514	2/20/2013	ABS00	ABS PRESORT	\$ 633.01	85957	PRINTING OF UTILITY BILLS 2/2013
43515	2/20/2013	AFL01	AFLAC	\$ 781.67	B30215	AFLAC
43516	2/20/2013	AME04	AMERICAN WATER WORKS	\$ 57.50	398755	LET'S TALK SAFETY
				\$ 94.50	562078	LET'S TALK SAFETY BOOKS
			Check Total:	\$ 152.00		

43517	2/20/2013	ARR00	ARROWHEAD MOUNTAIN SPRING	\$ 15.41	B30215	BOTTLED WATER
43518	2/20/2013	BLU00	BLUE SHIELD	\$ 10,730.00	B30215	HEALTH PREMIUMS 3/13
43519	2/20/2013	CIT16	CITIZENS BUSINESS BANK	\$ 92,810.79	B30215	ACQUISTION OF WATER TANK
43520	2/20/2013	CSJ03	CSJVRMA	\$ 10,377.00	20130232	2012 WORKER'S COMP RETROS PECTIVE ASSESSMENT
43521	2/20/2013	DOC00	DOCTORS MEDICAL CENTER	\$ 3,264.09	B30220	MEDICAL CLAIMS NOT PAID B Y TASK J.VELAZQUEZ
43522	2/20/2013	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 6.93	81296	HOSE CLAMP
				\$ 5.68	81524	HARDWARE
			Check Total:	\$ 12.61		
43523	2/20/2013	LEG01	LEGAL SHIELD	\$ 51.80	B30220	LEGAL SVCS
43524	2/20/2013	MEM00	MEMORIAL HOSPITAL	\$ 1,811.17	B30220	MEDICAL CLAIMS NOT PAD BY TASC D.RUSH #2497959
43525	2/20/2013	SHR02	SHRED-IT CENTRAL CA	\$ 117.31	940150649	SHREDDING
43526	2/20/2013	STA01	STANISLAUS COUNTY	\$ 77,743.71	B30215	PUBLIC FACILITIES FEES
43527	2/20/2013	USA01	USA BLUE BOOK	\$ 130.95	874102	WATER TESTING SUPPLIES
43528	2/20/2013	WAR00	WARDEN'S OFFICE	\$ 255.76	1777309-0	OFFICE SUPPLIES
43529	2/21/2013	ATT01	AT&T	\$ 1,647.56	B30221	PHONE
43530	2/21/2013	AVA00	AVAYA, INC	\$ 65.66	273240856	PHONE POLICE DEPT
				\$ 84.15	273240869	PHONE CITY HALL
			Check Total:	\$ 149.81		
43531	2/21/2013	CON14	CONDOR EARTH TECHNOLOGIES	\$ 2,965.00	65571	GROUNDWATER MONITORING
43532	2/21/2013	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	26411	STREET SWEEPING 2/13
43533	2/21/2013	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,106.40	121292601	EXTRA HELP
43534	2/21/2013	GEO01	GEOANALYTICAL LABORATORIE	\$ 55.00	75L1101	WWTP TESTING
				\$ 40.00	Y2F2013	LAB TESTING FOR WATER TESTING
				\$ 40.00	Y2F2807	LAB TESTING FOR WATER TES
				\$ 40.00	Y2G0203	LAB TESTING FOR WATER TES
				\$ 55.00	Y2K0601	WWTP TESTING
				\$ 150.00	Y2K1301	WWTP TESTING
				\$ 55.00	Y2K2001	WWTP TESTING
				\$ 150.00	Y2K2701	LAB TESTING FOR WATER TESTING
				\$ 55.00	Y2K2702	WWTP TESTING
				\$ 60.00	Y2L0302	LAB TESTING FOR WATER TESTING
				\$ 30.00	Y2L0412	LAB TESTING FOR WATER TESTING
				\$ 55.00	Z3A0202	WWTP TESTING
				\$ 30.00	Z3A0213	LAB TESTING FOR WATER TESTING
				\$ 200.00	Z3A0801	WWTP TESTING
				\$ 55.00	Z3A1501	WWTP TESTING
				\$ 30.00	Z3A1504	LAB TESTING FOR WATER TESTING
				\$ 55.00	Z3A2201	WWTP TESTING
				\$ 30.00	Z3A2213	LAB TESTING FOR WATER TESTING
				\$ 30.00	Z3A2901	LAB TESTING WATER
				\$ 55.00	Z3A2909	WWTP TESTING

			Check Total:	-----	\$ 1,270.00		
43535	2/21/2013	JOH02	JOHNSON DRILLING CO	\$ 8,000.00	7382	TEST WELL DESTRUCTION & S	ITE CLEAN UP
43536	2/21/2013	NEU01	NEUMILLER & BEARDSLEE	\$ 1,200.00	254070	LEGAL SVCS- GENERAL	
				\$ 5,913.73	254075	LEGAL SVCS - GENERAL 1/13	
				\$ 600.00	254076	LEGAL SVCS - SPECIAL 1/13	
			Check Total:	-----	\$ 7,713.73		
43537	2/21/2013	PAC05	PACIFIC PLAN REVIEW	\$ 3,970.52	B30221	BLD INSPECTIONS & PLAN CH	ECK 1/13
43538	2/21/2013	RIC04	RICOH USA, INC	\$ 1,340.15	88533593	COPIER LEASE	
			Cash Account Total:	-----	\$394,459.46		
			Total Disbursements:	-----	\$394,459.46		
				=====			



CITY OF HUGHSON AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: February 25, 2013
Subject: Consideration of Resolution No. 2013-07, A Resolution of the City Council of the City of Hughson Opposing any Discretionary Development Within the City's Sphere of Influence
Enclosures: Resolution No. 2013-07
Presented By: Thom Clark, Community Development Director
Approved By: _____

BACKGROUND AND OVERVIEW:

At its regularly scheduled meeting of February 12, 2013, the City Council requested that staff prepare a letter to the County Board of Supervisors opposing any future development within our Sphere of Influence.

The City Attorney and I agree that a resolution is stronger than a letter and subsequently have drafted the enclosed resolution for your review and approval.

Following adoption of the resolution, it will be forwarded to the Clerk of the Board to be included in the Board of Supervisors' Correspondence, so that it becomes a part of the public record.

RECOMMENDATION:

Adopt Resolution No. 2013-07.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2013-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
OPPOSING ANY DISCRETIONARY DEVELOPMENT WITHIN THE CITY'S
SPHERE OF INFLUENCE**

WHEREAS, the General Plan of County of Stanislaus has a goal of complementing city general plans and an implementation policy of denying discretionary projects if within a city sphere of influence and opposed by that city; and

WHEREAS, another County General Plan goal is to foster stable economic growth with policies that strive to promote growth of the local economy as well as to facilitate retention of existing business; and

WHEREAS, the mutual agreement between the County of Stanislaus and the City of Hughson dated June 12, 2006 states in part that County and City agree to respect each other's interest on both sides of Geer Road; and

WHEREAS, the Agreement also states that both City of Hughson and County of Stanislaus desire to work cooperatively to ensure that growth occurs in a logical and orderly manner; and

WHEREAS, discretionary projects approved by Stanislaus County within the City of Hughson's Sphere of Influence will harm the City of Hughson and its

residents and business owners, as well as residents of the County in general, in multiple ways. These include:

- The installation of water wells which add to the depletion of groundwater supplies
- The installation of septic systems which further degrade groundwater quality
- Adverse impacts to City businesses which do not foster stable economic growth, promote growth of the local economy, or facilitate retention of existing business
- Creation of County islands since the City cannot provide municipal services without needed property taxes which the City will not receive because of the current property tax sharing agreement
- Leap frog development which is not orderly or logical
- Lack of proper curb, gutter, and sidewalks compatible with City infrastructure
- Adverse and unmitigated traffic impacts to City streets

WHEREAS, the County of Stanislaus recently approved a time extension for a 20,000 square foot commercial project inside the Sphere of Influence of the City of Hughson; and

WHEREAS, it is the intent of the City Council of the City of Hughson to ensure another such project will not be approved in the Hughson Sphere of

Influence by forwarding this resolution of opposition to the Stanislaus County Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare its opposition to any and all discretionary County development projects within the City's Sphere of Influence.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on February 25, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: February 25, 2013

Subject: Consideration of Resolution No. 2013-06, Approving the First Amendment to Cost Sharing Agreement to Defray Expenses Associated with Preparation of an Integrated Regional Water Management Plan and Authorizing the City Manager to Sign Said Document

Presented By: Thom Clark, Community Development Director

Enclosure:

1. Cost Sharing Agreement to Defray Expenses Associated with Preparation of an Integrated Regional Water Management Plan (from 2010)
2. Revenue-Based Cost Share Methodology for IRWMP (2012/13)
3. First Amendment to Cost Sharing Agreement to Defray Expenses Associated with Preparation of an Integrated Regional Water Management Plan with Attachments A and B
4. Attachment C – Original Agreement between City of Modesto and RMC Water and Environmental
5. Attachment D – Amendment to Agreement for Consultant Services for the Integrated Regional Water Management Plan

Budget Action: None

Approved By: Thom Clark

BACKGROUND:

The Cities of Hughson, Turlock, Ceres, and Modesto, through a mutual agreement, hired a consulting firm, RMC Water and Environmental, to prepare an Integrated Regional Water Management Plan (IRWMP) for the East Stanislaus IRWM region. The consultant is contracted with the City of Modesto, who from time to time, receives payments from other member cities.

The East Stanislaus IRWM Region became a formally accepted IRWM Region in July of 2011, following Phase I of the consultants work plan. Phase II involves the preparation of the IRWM Plan itself, which has been partially completed by the consultant. Once complete the Plan will become a region-wide comprehensive

management and planning document that identifies and focuses attention on regionally feasible projects that would make the best use of the area's water, wastewater, and storm water resources. If completed in a timely manner, the Plan can provide projects for possible grant funding under the Proposition 84 Round 2 Implementation Grant process.

DISCUSSION:

The California Department of Water Resources has twice revised the requirements for submission of an IRWM Plan since the consultant was hired by the four cities. To complete the Plan, the consultant is requesting an additional \$151,502. Since the City of Modesto is administering the consultant's contract, Hughson will not be a signatory. However, we do need to sign the First Amendment to the Cost Share Agreement (attached – including Attachments A and B). Also attached are the original and amended Agreement for Consultant Services for the IRWMP between City of Modesto and RMC (Attachments C and D respectively)

FISCAL IMPACT:

At its regularly scheduled meeting of June 28, 2010, the City Council adopted Resolution No. 2010-35, approving a Cost Sharing Agreement with the other three cities to fund cost incurred by RMC for development of the IRWMP. That original Agreement is attached. Hughson's cost was 6.5% of the consultant's contract, contingency, and 2% for City of Modesto administration.

The First Amendment to the Cost Share Agreement has been slightly amended to reflect current (2011) sewer and water revenues in the four cities. The result is that Hughson is now responsible for 7% of the consultant's cost. City of Modesto is again requesting a 2% administrative overhead cost for administering the consultant contract. Total cost for the amendment to the RMC contract for Hughson, including a 10% contingency, is \$11,878.

Monies have been set-aside in this fiscal year's budget to cover these costs.

RECOMMENDATION:

Adopt Resolution No. 2013-06, approving the First Amendment to Cost Sharing Agreement to Defray Expenses Associated with Preparation of an Integrated Regional Water Management Plan and authorizing the City Manager to sign said document.

- 1 -

**COST SHARING AGREEMENT TO DEFRAY
EXPENSES ASSOCIATED WITH PREPARATION OF AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

The parties to this Agreement are the Cities of Ceres, Hughson, Turlock and Modesto, all of which are Municipal Corporations of the State of California. This Agreement is entered into this 22nd day of June, 2010, among the parties.

RECITALS:

WHEREAS, the City of Modesto has proposed to the parties that it assist in the planning and development of an Integrated Regional Water Management Plan (IRWMP) for the mutual benefit of the parties; and

WHEREAS, the parties deem it in their best interest to employ consultants in the development of the IRWMP; and

WHEREAS, the parties have agreed to the cost sharing formula attached hereto as Attachment "1"; and

WHEREAS, the parties will receive "not to exceed" cost quotations from consultants relating to development of the IRWMP;

NOW, THEREFORE, the parties on the terms and conditions herein set forth, agree as follows:

1. Each of the parties shall ultimately contribute their percentage share of the cost of work proposed to be done by consultants as set forth in Attachment "1" attached hereto. In the event that other entities are made parties to this Agreement they will do so on condition that they pay a share of the IRWMP costs agreed upon by the previous parties to the Agreement.

2. The City of Modesto will advance funding not to exceed \$241,450 toward completion of an IRWMP, including a maximum of 2% of the cost of consultant services for out-

of-pocket administrative costs.

3. The parties agree to employ a consultant to undertake and complete the scope of services set forth in the documents attached hereto as Attachment "2". The parties further agree that the consultant shall be retained by means of the Agreement for Consultant Services attached hereto as Attachment "3".

4. Modesto will manage the consultant agreement and agrees to receive and maintain the funding from the other parties, and to do all the foregoing without charge, except a 4% simple interest per annum interest charge on other parties' unpaid study cost shares commencing upon final acceptance by Modesto of the IRWMP study. However, the parties herewith agree that the City of Modesto may recover its actual out-of-pocket expenses for administrative costs such as copying, mailing, phone and travel from the parties' contributions, not to exceed 2% of the cost of consultant services.

5. In addition to the obligation to pay described in the preceding paragraph, each party shall be required to pay its percentage share of the total IRWMP cost in full within eight months after completion of the IRWMP.

6. In the event that it appears to Modesto that there will be cost overruns by the consultants, or that it would be prudent to fund additional services, then, and in that event, the parties agree to meet and determine whether or not they should enter into a second agreement to fund such additional costs.

7. In the event that monies remain following completion of the work by consultant(s) and full payment therefore, such monies shall be redistributed to the parties in accordance with their percentage share in Attachment "1".

8. In the event that any Planning Grant monies are awarded toward the IRWMP effort, such monies shall be applied as recoverable costs to the IRWMP for each of the parties in accordance with their percentage share in Attachment "1".

9. Each of the parties agrees to defend, indemnify and hold the others harmless from the consequences of their own tortuous, negligent or intentional wrongdoing arising out of or relating to its performance of this Agreement.

10. Upon completion of the work to be performed by consultant(s), and upon payment therefore in full of that party's proportionate share of costs, as set forth above, each of the parties hereto shall be entitled to copies of all deliverable documents created by consultant(s).

11. To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist each of the other parties in meeting their obligations under this Agreement.

12. All notices permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the parties at the addresses respectively indicated below:

Brad Kilger
City Manager
City of Ceres
P.O. Box 217
Ceres, CA 95307

Thom Clark
Interim City Manager
City of Hughson
P.O. Box 9
Hughson, CA 95326

Greg Nyhoff
City Manager
City of Modesto
P.O. Box 642
Modesto, CA 95353

Roy Wasden
City Manager
City of Turlock
156 South Broadway
Turlock, CA 95380

13. The parties may terminate this contract upon mutual written agreement. In the event that they do so, and funds remain in Modesto's IRWMP account that was provided pursuant to this Agreement, such funds shall be redistributed to the parties in accordance with Attachment "1".

14. This Agreement and its Attachments contain the entire understanding between the parties. All previous proposals, offers and other communications relative to this Agreement, whether oral or written, are hereby superceded except to the extent that they have been incorporated into this Agreement.

15. No 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.

16. If any provision of this Agreement is held by a court to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.

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

18. Each of the parties represent to the other that the person or persons who have executed this document on their behalf have been authorized to do so in accordance with governing law, and that this Agreement is a binding legal obligation on each of the parties upon its execution by them.

19. This Agreement may be modified only through a writing signed by all the parties.

20. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

21. So agreed as evidenced by the signatures below:

Date: 6/28/10

CITY OF CERES

By: [Signature]

Its: City Manager

Date: APPROVED AS TO FORM
[Signature]
Roland R. Stevens
Assistant City Attorney

CITY OF MODESTO

By: [Signature]

Its: City Manager

Date: 6/30/10

CITY OF HUGHSON

By: [Signature]

Its: City Manager

Date: 6-30-10

CITY OF TURLOCK

By: [Signature]

Its: City Manager

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM
[Signature]

ATTEST:

[Signature]
STEPHANIE LOPEZ
Modesto City Clerk
Resolution 2010-276

ATTACHMENT "1"

TURLOCK	21.8 %
MODESTO	60.0 %
CERES	11.7 %
HUGHSON	6.5 %

Note: Cost allocation:

1. 20% of the cost shall be allocated equally among participating cities, and
2. 80% of the cost shall be allocated in proportion to the sum of each city's FY 2008/2009 actual water and wastewater revenues divided by the sum of FY 2008/2009 actual water and wastewater revenues for all participating cities.

REVENUE-BASED COST SHARE METHODOLOGY FOR IRWMP

Rev. 12/4/2012

City	% Fixed ¹	Water Revenue (\$M) ²	% Water Revenue	wastewater Revenue (\$M) ²	% WW Revenue	Combined Revenue (\$M) ³	Combined Revenue %	Cost Share Split % ⁴	Cost Share Split (Agreement) ⁵	Revised Cost Share Amount ⁶
Ceres	5.00%	4.8	6.9%	7.1	10.7%	11.8	8.8%	12.01%	12.00%	\$20,362
Hughson	5.00%	1.2	1.8%	2.2	3.3%	3.4	2.5%	7.01%	7.00%	\$11,878
Modesto	5.00%	55.4	80.1%	39.1	59.5%	94.5	70.0%	61.03%	61.00%	\$103,506
Turlock	5.00%	7.7	11.2%	17.5	26.5%	25.2	18.7%	19.95%	20.00%	\$33,936
Total	20.00%	69.1	100.0%	65.8	100.0%	134.9	100.0%	100.0%	100.00%	\$169,682

Contract Amount ⁷:	\$151,502
Task Contingency (10%):	\$15,150
Admin Share (2%) ⁸ :	\$3,030
Grand Total:	\$169,682

Footnotes:

- ¹ Fixed component represents amount of IRWMP Project assumed equal benefit and thus shared equally. Fixed component set at 20%.
- ² Revenue numbers for water and wastewater provided by member cities from their FY 2010/11 budget actuals.
- ³ Combined Revenue is the sum of water and wastewater revenues for each city.
- ⁴ Cost Share Split % includes the Fixed component. This is the percentage split to be included in the IRWMP Cost Share Agreement.
- ⁵ Cost Share Split is rounded to one tenth of a percent for IRWMP Cost Sharing Agreement.
- ⁶ Cost Share Amount includes 10% for additional tasks as may be needed but excludes a task for Implementation Grant Application.
- ⁷ Amount of \$151,502 proposed by RMC to complete IRWM Plan for DWR Approval w/o grant assistance and includes new 2012 Guidelines requirements.
- ⁸ Admin cost share per original Cost Share Agreement and proposed Cost Share Agreement Amendment #1.

**FIRST AMENDMENT TO COST SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH PREPARATION OF AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

This First Amendment to the Cost Sharing Agreement is made with reference to the contractual agreement between the Cities of Ceres, Hughson, Turlock, and Modesto (agencies), all of which are Municipal Corporations of the State of California, entered into by the parties on the 22nd day of June, 2010, herein after referred to as "Original Agreement".

This Amendment to the Original Agreement is made with regard to the following recitals:

- A. Paragraph 19 on page 4 of the Original Agreement acknowledges that the parties understand that this Agreement may be modified only through a writing signed by all parties.
- B. The parties to the Original Agreement have agreed that additional funding is required to complete the IRWMP in accordance with new Department of Water Resources guidelines.
- C. On or about December 7, 2012, RMC Water and Environment (Consultant) submitted a budget augmentation for additional tasks and costs requested by the parties for the completion of work related to the Integrated Regional Water Management Plan (IRWMP), which is attached as Attachment "B".
- D. The parties to the Original Agreement have agreed that the City of Modesto will advance additional funding not to exceed \$169,683 toward completion of the IRWMP, which includes a maximum of 2% of the cost

of consultant services for out-of-pocket administrative costs.

NOW, THEREFORE, in consideration of this Amendment to Cost Sharing Agreement, and the mutual promises, covenants, and stipulations contained in the Original Agreement and this Amendment to Agreement, the parties agree as follows:

1. The parties agree to each of the recitals set out above is factually true and correct.
2. Paragraph 1 of the Original Agreement is deleted, and the following Paragraph 1 shall be substituted in its place:

“Each of the parties shall ultimately contribute their percentage share of the cost of work proposed to be done by consultants as set forth in the document attached hereto as Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment. In the event that other entities are made parties to this Agreement they will do so on condition that they pay a share of the IRWMP costs agreed upon by the previous parties to the Agreement.”

3. Paragraph 2 of the Original Agreement is deleted, and the following Paragraph 2 shall be substituted in its place:

“The City of Modesto will advance funding not to exceed \$411,133 toward the completion of an IRWMP, which includes a maximum of 2% of the cost of consultant services for out-of-pocket administrative costs.”

4. Paragraph 3 of the Original Agreement is deleted, and the following Paragraph 3 shall be substituted in its place:

“The parties agree to employ a consultant to undertake and complete the scope of services set forth in the documents attached hereto as Attachment “2” to the Original Agreement and Attachment “B” to this First Amendment. The parties further agree that the consultant shall be retained by means of the Original Agreement for Consultant Services attached hereto as Attachment “3” and Attachment “C” to this First Amendment, and also by means of the Amendment to Agreement for Consultant Services attached hereto as Attachment “D”.

5. Paragraph 7 of the Original Agreement is deleted, and the following Paragraph 7 shall be substituted in its place:

“In the event that monies remain following completion of the work by consultant(s) and full payment therefore, such monies shall be redistributed to the parties in accordance with their percentage in Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.

6. Paragraph 8 of the Original Agreement is deleted, and the following Paragraph 8 shall be substituted in its place:

“In the event that any Planning Grant monies are awarded toward the IRWMP effort, such monies shall be applied as recoverable

costs to the IRWMP for each of the parties in accordance with their percentage share in Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.”

7. Paragraph 13 of the Original Agreement is deleted, and the following Paragraph 13 shall be substituted in its place:

“The parties may terminate this contract upon mutual written agreement. In the event that they do so, and funds remain in Modesto’s IRWMP account that was provided pursuant to this Agreement, such funds shall be redistributed to the parties in accordance with Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.”

8. Except as herein amended or modified, the provisions of the Original Agreement are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Cities of Ceres, Hughson, Turlock, and Modesto authorize the execution of this Amendment to Cost Sharing Agreement to defray expenses associated with preparation of an Integrated Regional Water Management Plan, as evidenced by the signatures below:

CITY OF CERES

Date: _____

By: _____

Its: City Manager _____

CITY OF MODESTO

Date: _____

By: _____

Its: City Manager _____

CITY OF HUGHSON

Date: _____

By: _____

Its: City Manager _____

CITY OF TURLOCK

Date: _____

By: _____

Its: City Manager _____

ATTACHMENT "A"

TURLOCK	20.0 %
MODESTO	61.0 %
CERES	12.0 %
HUGHSON	7.0 %

Note: Cost allocation:

1. 20% of the cost shall be allocated equally among participating cities, and
2. 80% of the cost shall be allocated in proportion to the sum of each city's FY 2010/2011 actual water and wastewater revenues divided by the sum of FY 2010/2011 actual water and wastewater revenues for all participating cities.



December 7, 2012

Jim Alves
Utility Planning & Projects Department
City of Modesto
1010 10th Street
Modesto, CA 95354

Subject: Request for Amendment to Contract for Consultant Services for the East Stanislaus Integrated Regional Water Management Plan

Dear Jim:

As we discussed earlier this week, RMC Water and Environment (RMC) is hereby formally requesting a modification to our existing agreement with the City of Modesto (City) for preparation of an Integrated Regional Water Management (IRWM) Plan for the East Stanislaus IRWM region. The existing agreement, and its associated scope of work, was based on the IRWM Guidelines that were available at the time of the contract execution on June 22, 2010. Since that time, the California Department of Water Resources (DWR) released their *Guidelines for Proposition 84 & Proposition 1E Integrated Regional Water Management* (in August of 2010) and have more recently released their revised *Integrated Regional Water Management Draft Guidelines* (on November 30, 2012). Both the 2010 Guidelines and the recently-released final revised guidelines have set forth new requirements for IRWM plans. We are therefore requesting that the contracted budget and schedule included in our June 22, 2010 agreement be revised to reflect changes in IRWM planning requirements as set forth by DWR in their 2010 Guidelines and draft 2012 Guidelines.

The scope of work included in our 2010 agreement with the City includes two phases of work for completing the IRWM planning effort. Phase I includes establishing the regional water management group and preparing the Regional Acceptance Process (RAP) application. This phase of work was successfully completed, and the East Stanislaus IRWM region became a formally-accepted IRWM region in July of 2011. Phase II of the contracted scope of work includes formation of an IRWM plan development management group, solicitation and prioritization of projects for inclusion in the IRWM plan, and preparation of the plan itself. Work has begun on this phase of work, and it is the Phase II scope of work that needs to be modified to reflect the revised plan requirements that are described in DWR's draft revised guidelines.

2001 North Main Street
Suite 400
Walnut Creek, CA 94596
ph: 925.627.4100
fax: 925.627.4101
www.rmcwater.com

*Innovative Solutions for
Water and the Environment*

At present, under the Phase II scope of services, RMC has worked with the region to form the required governance committees (an IRWMP Steering Committee [SC] and Public Advisory Committee [PAC]), conducted multiple meetings regarding the IRWMP preparation (including two public workshops and multiple progress, SC, and PAC meetings), developed a East Stanislaus IRWM planning website as well as a project solicitation and management website, and worked with the PAC and SC to identify regional goals and objectives, identify and perform outreach to disadvantaged communities (DACs), develop a project prioritization methodology, solicit projects for inclusion in the IRWMP, and analyze and prioritize those projects. Additionally, RMC has begun preparation of multiple sections of the IRWMP, including required chapters describing the region, its governance organization and outreach, and its vision, goals and objectives for regional water management. Although some of the sections of the Plan have been started, none are entirely complete. In order to prepare an IRWMP to meet the November 2012 revised guidelines, RMC proposes amending the following tasks:

- Task 5 – IRWMP Projects: Subtask 5.4, Assessment of Project Integration and Implementation, would be expanded to include new IRWMP requirements regarding project impacts and benefits, and preparation of plan appendices documenting the project solicitation and prioritization process.
- Task 6 – IRWMP Preparation: This task includes preparation of all required IRWMP sections. To this end, this task has been expanded to ensure the incorporation of all new plan standard requirements.
- Task 7 – Phase II Project Management: This task has been expanded to include seven planned SC and PAC meetings, and two public workshops, in addition to additional project management and coordination funding required due to the extended length of the project.

Budget and Schedule

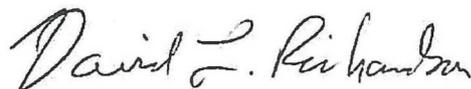
We are requesting \$151,502 in additional funding to complete the East Stanislaus IRWM Plan to comply with DWR's November 2012 revised guidelines. The attached table provides a detailed breakdown of this budget by task. We anticipate that, with this additional funding, the East Stanislaus IRWMP can be completed by May of 2013, providing for plan adoption prior to the required date for receipt of Proposition 84 Round 2 Implementation Grant funding (presently set as August 2013), should the region choose to pursue that opportunity.

Thank you again for this opportunity to continue RMC's service to the City of Modesto and the East Stanislaus IRWM region.

Sincerely,

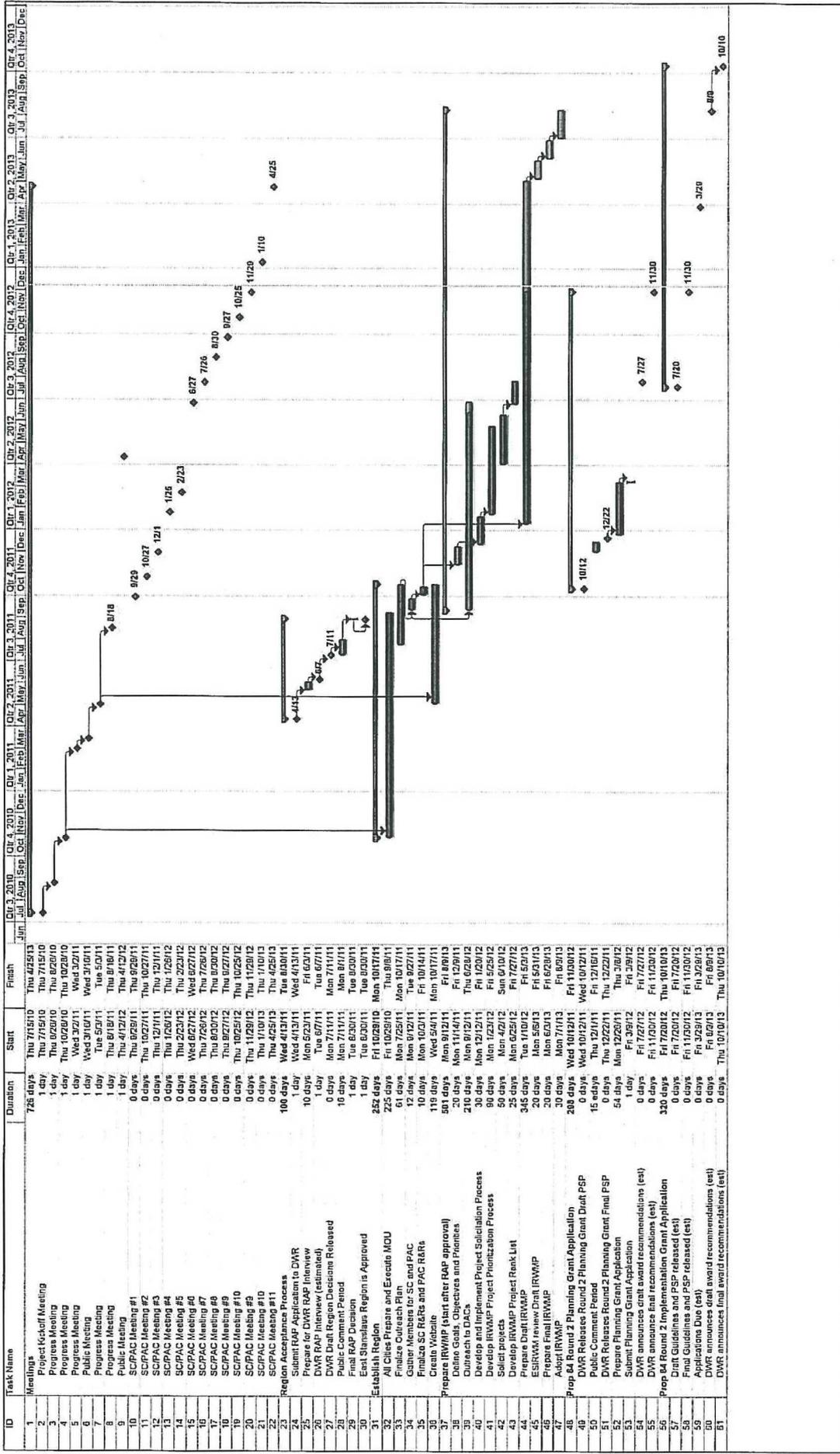


Lyndel Melton, P.E.
Principal-in-Charge



David L. Richardson, P.E.
Project Manager

cc: Jack Bond, City of Modesto



ID	Task Name	Duration	Start	Finish
1	Meeting	726 days	Thu 7/16/10	Thu 4/25/13
2	Project Kickoff Meeting	1 day	Thu 7/16/10	Thu 7/16/10
3	Progress Meeting	1 day	Thu 7/22/10	Thu 7/22/10
4	Progress Meeting	1 day	Thu 7/29/10	Thu 7/29/10
5	Progress Meeting	1 day	Wed 8/4/10	Wed 8/4/10
6	Public Meeting	1 day	Wed 8/11/10	Wed 8/11/10
7	Progress Meeting	1 day	Tue 8/18/10	Thu 8/18/11
8	Progress Meeting	1 day	Thu 8/25/10	Thu 8/25/10
9	Public Meeting	1 day	Thu 9/1/10	Thu 9/1/10
10	SC/PAC Meeting #1	0 days	Thu 10/27/11	Thu 10/27/11
11	SC/PAC Meeting #2	0 days	Thu 12/1/11	Thu 12/1/11
12	SC/PAC Meeting #3	0 days	Thu 12/8/11	Thu 12/8/11
13	SC/PAC Meeting #4	0 days	Thu 12/15/11	Thu 12/15/11
14	SC/PAC Meeting #5	0 days	Thu 12/22/11	Thu 12/22/11
15	SC/PAC Meeting #6	0 days	Wed 6/27/12	Wed 6/27/12
16	SC/PAC Meeting #7	0 days	Thu 7/5/12	Thu 7/5/12
17	SC/PAC Meeting #8	0 days	Thu 7/12/12	Thu 7/12/12
18	SC/PAC Meeting #9	0 days	Thu 7/19/12	Thu 7/19/12
19	SC/PAC Meeting #10	0 days	Thu 7/26/12	Thu 7/26/12
20	SC/PAC Meeting #11	0 days	Thu 8/6/12	Thu 8/6/12
21	SC/PAC Meeting #12	0 days	Thu 8/13/12	Thu 8/13/12
22	SC/PAC Meeting #13	0 days	Thu 8/20/12	Thu 8/20/12
23	Region Acceptance Process	0 days	Thu 8/27/12	Thu 8/27/12
24	Submit RAP Application to DVR	100 days	Wed 4/13/11	Tue 8/30/11
25	Prepare for DVR RAP Interview	1 day	Wed 4/13/11	Wed 4/13/11
26	DVR RAP Interview (estimated)	10 days	Mon 5/23/11	Fri 6/3/11
27	DVR Draft Region Decision Released	1 day	Tue 6/7/11	Tue 6/7/11
28	Public Comment Period	0 days	Mon 7/11/11	Mon 7/11/11
29	Final RAP Decision	16 days	Mon 7/11/11	Mon 8/7/11
30	East Stimulus Regions Approved	1 day	Tue 8/30/11	Tue 8/30/11
31	Establish Region	252 days	Fri 10/28/10	Mon 10/17/11
32	Final Order Prepare and Execute MOU	223 days	Thu 10/28/10	Thu 10/28/11
33	Finalize SC R&Rs and PAC	12 days	Mon 9/12/11	Mon 9/12/11
34	Submit Final SC R&Rs and PAC	12 days	Mon 9/12/11	Mon 9/12/11
35	Finalize SC R&Rs and PAC R&Rs	10 days	Mon 10/24/11	Fri 10/14/11
36	Create Website	119 days	Wed 9/1/11	Fri 10/14/11
37	Prepare IRWMP (start after RAP approval)	501 days	Mon 9/12/11	Fri 9/9/13
38	Define Goals, Objectives and Priorities	20 days	Mon 11/14/11	Fri 12/9/11
39	Outreach to DACs	210 days	Mon 9/12/11	Thu 6/28/12
40	Develop and Implement Project Solicitation Process	30 days	Mon 12/12/11	Fri 12/30/12
41	Develop IRWMP Project Prioritization Process	89 days	Mon 1/23/12	Fri 5/25/12
42	Select projects	59 days	Mon 4/2/12	Sun 6/10/12
43	Develop IRWMP Project Rank List	25 days	Mon 6/25/12	Fri 7/27/12
44	Prepare Draft IRWMP	345 days	Tue 1/10/12	Fri 5/9/13
45	Submit Draft IRWMP	20 days	Mon 5/13/13	Fri 5/31/13
46	Review Draft IRWMP	30 days	Mon 5/13/13	Fri 6/14/13
47	Adopt IRWMP	30 days	Mon 7/1/13	Fri 7/26/13
48	Prop 64 Round 2 Planning Grant Application	268 days	Wed 10/12/11	Fri 11/30/12
49	DWR Releases Round 2 Planning Grant Draft PSP	0 days	Wed 10/12/11	Wed 10/12/11
50	Public Comment Period	15 days	Thu 12/23/11	Thu 12/23/11
51	DWR Releases Round 2 Planning Grant Final PSP	0 days	Mon 12/26/11	Thu 12/29/11
52	Prepare Planning Grant Application	54 days	Thu 12/29/11	Thu 2/6/12
53	Submit Planning Grant Application	1 day	Fri 3/9/12	Fri 3/9/12
54	DWR announces draft award recommendations (est)	0 days	Fri 7/27/12	Fri 7/27/12
55	DWR announces final award recommendations (est)	0 days	Fri 11/30/12	Fri 11/30/12
56	Prop 64 Round 2 Implementation Grant Application	330 days	Fri 7/20/12	Thu 10/10/13
57	Draft Guidelines and PSP released (est)	0 days	Fri 7/20/12	Fri 7/20/12
58	Final Guidelines and PSP released (est)	0 days	Fri 11/30/12	Fri 11/30/12
59	Applications Due (est)	0 days	Fri 3/29/13	Fri 3/29/13
60	DWR announces draft award recommendations (est)	0 days	Fri 6/27/13	Fri 6/27/13
61	DWR announces final award recommendations (est)	0 days	Thu 10/10/13	Thu 10/10/13



Water and Environment

Fee Estimate

**City of Modesto
East Stanislaus Integrated Regional Water Management Plan Contract Amendment**

Tasks	RMC Labor					Total Hours	Total Labor Costs (1)	Subconsultants			Subtotal	Sub Consultant Total Cost (2)	ODCs		Total Fee
	Dave Richardson	Leslie Dumas	Lindsey Clark	Graphics	Admin			Cardoza & Associates, Inc.	M.Cubed	O'Dell Engineering			ODCs	Total ODCs (3)	
	Project Manager	Deputy PM	IRWMP					Public Process	Economics	Cost Estimating					
	\$235	\$210	\$175	\$115	\$95										
Task 5: IRWMP Projects															
5.1: Develop and Implement Project Solicitation Process						0	\$0				\$0	\$0	\$0	\$0	\$0
5.2: Develop IRWM Plan Project Prioritization Process						0	\$0				\$0	\$0	\$0	\$0	\$0
5.3: Develop IRWM Plan Project Rank List		10	30			40	\$7,350				\$0	\$0	\$0	\$0	\$7,350
5.4: Assessment of Project Integration and Implementation		35	45			80	\$15,225				\$0	\$0	\$100	\$110	\$15,335
Subtotal Task 5:	0	45	75	0	0	120	\$22,575	\$0	\$0	\$0	\$0	\$0	\$100	\$130	\$22,685
Task 6: IRWMP Preparation															
6.1: Prepare Draft IRWMP	12	45	180	16		253	\$45,610	\$5,000	\$6,000	\$2,000	\$13,000	\$14,300	\$0	\$0	\$59,910
6.2: Prepare Final IRWMP	6	30	80	4	8	128	\$22,930	\$3,000			\$3,000	\$3,300	\$150	\$165	\$26,395
Subtotal Task 6:	18	75	260	20	8	381	\$68,540	\$8,000	\$6,000	\$2,000	\$16,000	\$17,600	\$150	\$165	\$86,305
Task 7: Phase II Project Management															
7.1: Phase II Meetings and Workshops		80	80			160	\$30,800				\$0	\$0	\$1,315	\$1,447	\$32,247
7.2: Phase II Project Management, Invoices, Progress Reports	4	40			8	52	\$10,180				\$0	\$0	\$150	\$165	\$10,285
Subtotal Task 7:	4	120	80	0	8	212	\$40,980	\$0	\$0	\$0	\$0	\$0	\$1,465	\$1,612	\$42,512
AMENDMENT TOTAL:	22	240	415	20	16	713	\$132,015	\$8,000	\$6,000	\$2,000	\$16,000	\$17,600	\$1,715	\$1,817	\$151,502

- Notes:
- The individual hourly rates include salary, overhead and profit.
 - Subconsultants will be billed at actual cost plus 10%.
 - Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 - RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

**AGREEMENT FOR CONSULTANT SERVICES FOR THE
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this 22 day of June, 2010, ("Effective Date") by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and RMC WATER AND ENVIRONMENT, a California corporation, hereinafter referred to as "Consultant".

This Agreement is made with regard to the following recitals:

- A. The City has determined that an Integrated Regional Water Management Plan should be prepared for the City.
- B. Consultant represents that it is qualified, willing and able to provide the services to prepare said document(s).

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 the preparation of the scope of work as set forth and described in the documents attached hereto and referred to as Exhibit "A" or "project". The Consultant shall perform the services as described in Exhibit "A" in a manner compatible with the standards of its profession, and shall produce a fully complete project that is acceptable to City.

2. TERM OF AGREEMENT.

This Agreement is effective as of the date first written above and will continue in effect until City's acceptance of and payment for all services authorized by City and

performed by Consultant, unless terminated earlier in accordance with the provisions of the termination clause in this Agreement.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents commonly referred to as "project" attached hereto as Exhibit "A" and made a part hereof. City hereby gives Consultant notice to proceed with the preparation of the project in the manner described in Exhibit "A", as of the Effective Date of this agreement. Consultant shall diligently proceed with the preparation of the project and agrees to complete said preparation within the time period set forth in Exhibit "A".

3. COMPENSATION.

Consultant agrees to accept a sum not to exceed \$215,580.00 (maximum compensation) as full remuneration for performing all services and furnishing all staffing and materials for Modesto in accordance with Exhibit "A" attached hereto and for performance by Consultant of all of its duties and obligations under this Agreement, except that additional services may be compensated as described below.

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

City shall pay Consultant on a time and materials basis for Consultant's actual costs for all work called for in Exhibit "A" to this Agreement. All work to be performed under this Agreement shall be billed at the hourly rates set forth in Exhibit "B" attached hereto, Consultant shall submit monthly invoices to City which include detailed tasks, hours worked, and billable rates for all work completed, and detailed receipts for any out-of-pocket costs paid by Consultant in connection with work performed on this project.

Additional services may be authorized by the City Manager in an amount up to, but not to exceed 10% of the agreed maximum compensation, or \$21,558.00. In the event that additional services are deemed necessary, the Consultant shall provide a written request to the City Manager indicating the reason for additional work, scope and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure. If additional services are requested and approved, they will be billed at the hourly rates set forth in Exhibit "B" and may not exceed the amount requested and approved in writing by the City Manager. In that event, the new total compensation shall not exceed \$237,138.00. If additional services in excess of this amount are deemed necessary by City Staff, an amendment to this Agreement will be required and must be approved by the City Council prior to commencing the work, as provided in Paragraph 9 of this agreement.

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 Leslie Dumas, P.E., 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 **twenty percent (20%)** 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 Manager.

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.

Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. 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: RMC Water and Environment
Address: 2001 N. Main Street, Suite 400
Walnut Creek, CA 94596
Attention: Dave Richardson, P.E.
Phone: (925) 627-4100

FOR CITY: Name: City of Modesto
Address: P.O. Box 642
Modesto, CA 95353
Attention: Jack R. Bond, Senior Civil Engineer
Phone: (209) 577-5424

14. INSURANCE REQUIREMENTS.

The Consultant 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 or 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 by certified mail, return receipt requested, for all of the following stated insurance policies.

(a) Worker's 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, personal injury and property damage. If Commercial General Liability Insurance or 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 consultants and subcontractors; 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) 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 or substance, or if a company issuing such policy shall be unsatisfactory to the City, the Consultant shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Consultant 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 Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by Consultant for the City. The Consultant'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 Consultant must

deliver certificates evidencing existence of the insurance listed above to the City Clerk at the time the contract is signed.

CONSULTANT 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, CONSULTANT 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 CONSULTANT'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

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 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 are controlling and are deemed accepted by Consultant by shipment of any article or other commencement of performance hereunder. 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 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 according to the laws of the State of California.

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.

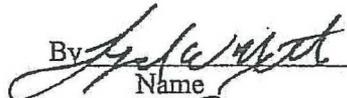
Consultant will have a City of Modesto business license.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2010-277, adopted by the Council of the City of Modesto on the 22 day of June, 2010, and RMC WATER AND ENVIRONMENT has caused this agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

RMC WATER AND ENVIRONMENT,
a California corporation*

By 
GREG NYHOFF, City Manager

By  S. Vice President
Name Title

By  Vice President
Name Title

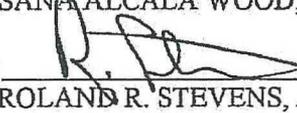
ATTEST:

(Seal)

By 
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID #94-3295096

APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By 
ROLAND R. STEVENS, Assistant City Attorney

APPROVED AS TO FORM:

By 
MARY AKIN, 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

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES FOR THE
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

This Amendment to Agreement for Consultant Services is made with reference to the contractual agreement between the CITY OF MODESTO ("City") and RMC WATER AND ENVIRONMENT, a California corporation ("Consultant"), entered into by the parties on the 22nd day of June, 2010, hereinafter referred to as "Original Agreement".

This Amendment to Agreement for Consultant Services is made with regard to the following recitals:

A. Paragraph no. 9 "AMENDMENTS" on page 5 of the Original Agreement acknowledges the parties understand it may become desirable or necessary for City or Consultant to modify the scope of services provided for under the Agreement and any such modification must be in writing signed by both parties.

B. Paragraph no. 3 "COMPENSATION" on pages 2-3 of the Original Agreement for Consultant Services specifies the sum of **\$215,580.00** as the total compensation Consultant agrees to accept for performing all services and furnishing all staffing and materials for the project as well as performance by Consultant of all of its duties and obligations required in the Original Agreement.

C. The First Additional Services Option for Consultant Services specifies the sum of **\$21,424.00** as the total compensation Consultant agrees to accept for performing all services and furnishing all staffing and materials for the project as well as performance by Consultant of all of its duties and obligations required in the First Additional Services Option entered into by the parties on or about the 29th of November, 2012.

D. On or about December 7, 2012, Consultant submitted to the City a budget augmentation for additional tasks requested by the City to be added to the Original Agreement for the completion of work related to the Integrated Regional Water Management Plan (IRWMP) that are needed by the City, and are attached hereto as Exhibit "1" and incorporated herein by this reference. Exhibit "1" identifies additional tasks to be performed by Consultant as well as Consultant's costs for the additional tasks.

E. The estimated additional tasks result in increased costs as follows:

1. Task 5 – IRWMP Projects: Additional cost: \$22,685;
2. Task 6 – IRWMP Preparation: Additional cost: \$86,305;
3. Task 7 – Phase II Project Management: Additional cost: \$42,512;

F. The aforementioned estimated additional tasks increase the amount of the Original Agreement by **\$151,502.00**. The amounts listed above are the estimated level of effort for each task. In no case shall the total fee exceed the total contract amount under the Original Agreement and this First Amendment to Agreement without memorializing an additional written amendment to the original contract and must be signed by both parties.

G. The parties to the Original Agreement and to this Amendment to Agreement now understand and agree that it is necessary to modify paragraph no. 1 entitled "**SCOPE OF SERVICES**" on page 1 of the Original Agreement.

H. The parties to the Original Agreement and to this Amendment to Agreement now understand and agree it is necessary to modify paragraph no. 3 entitled "**COMPENSATION**" on pages 2-3 of the Original Agreement.

I. The parties to the Original Agreement and to this Amendment to Agreement further understand and agree the Original Agreement is modified solely by the modifications contained in this Amendment to Agreement and in no other way whatsoever.

NOW, THEREFORE, in consideration of this Amendment to Agreement, and the mutual promises, covenants, and stipulations contained in the Original Agreement for Consultant Services and this Amendment to Agreement, the parties agree as follows:

1. The parties agree that each of the recitals set out above is factually true and correct.
2. Paragraph 1 entitled “**SCOPE OF SERVICES**” on page 1 of the Original Agreement shall be deleted and the parties agree to and hereby do substitute the following in its place:

SCOPE OF SERVICES.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to the Original Agreement and referred to therein as Exhibit “A” or “Project”. In addition, Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to the Amendment to Agreement and referred to herein as Exhibit “1”. The Consultant shall perform the services as described in the aforementioned Exhibit “A” and Exhibit “1” in a manner compatible with the standards of its profession and shall produce a fully complete project as described in Exhibit “A” and Exhibit “1” acceptable to City.

3. Paragraph no. 3 entitled “**COMPENSATION**” on pages 2-3 of the Original Agreement between the parties shall be deleted and the parties agree to and hereby do substitute the following in its place:

COMPENSATION.

Consultant agrees to perform the work on a time and materials basis not to exceed **\$388,506.00** (maximum compensation) for performing all services and furnishing all staffing and materials called for in Exhibits "A" and "B" to the Original Agreement and in Exhibit "1" to this Amendment to Agreement as well as for performance by Consultant of all duties and obligations under the Original Agreement and the Amendment to Agreement.

The compensation shall be paid pursuant to and in the manner and at the time set forth below:

Professional services received by the City under the Original Agreement and this Amendment to Agreement shall be paid for on a "time and materials" basis with a "not to exceed" amount, as called for in Exhibits "A" and "B" of the Original Agreement and Exhibit "1" of the Amendment to Agreement. Consultant shall prepare and City agrees to pay Consultant on time and materials for monthly billings, which include detailed tasks, hours worked, and billable rates for work completed. The local agency shall reimburse the Consultant for actual costs (additional reimbursable expenses including, labor costs, employee benefits, overhead, sub-consultant travel expenses and other direct costs) incurred by the Consultant in performance of the work called for in Exhibits "A" and "B" of the Original Agreement and Exhibit "1" of this Amendment to Agreement on the monthly billings, which include detailed receipts for actual costs paid by Consultant in the interest of the project.

Additional services may be authorized by the City Manager in an amount up to, but not to exceed 3.9% of the agreed maximum compensation, or \$15,151.00. In the event that additional services are deemed necessary, the Consultant shall provide a written request to the City Manager indicating the reason for additional work, scope, and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure. If additional services are requested and approved, they will be billed at the hourly rates set forth in Exhibit "1" and may not exceed the amount requested and approved in writing by the City Manager. In that event, the new total compensation shall not exceed \$403,657.00. If additional services in excess of this amount are deemed necessary by City Staff, a second amendment to the Original Agreement will be required and must be approved by the City Council prior to commencing the work, as provided in Paragraph 9 of the Original Agreement.

4. Except as herein amended or modified, the provisions of the Original Agreement are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Amendment to Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013-_____, adopted by the Council of the City of Modesto on the _____ day of _____, 2013, and RMC WATER AND ENVIRONMENT has caused this Amendment to Agreement to be duly executed in duplicate.

CITY OF MODESTO,

RMC WATER AND ENVIRONMENT
a California corporation*

By: _____
GREG NYHOFF, City Manager

By: _____
Name Title

By: _____
Name Title

ATTEST:

(SEAL)

By: _____
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID # _____

APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By: _____
ROLAND R. STEVENS, Special Counsel

** 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

By: _____
MARY AKIN, Risk Manager



December 7, 2012

Jim Alves
Utility Planning & Projects Department
City of Modesto
1010 10th Street
Modesto, CA 95354

**Subject: Request for Amendment to Contract for Consultant Services for
the East Stanislaus Integrated Regional Water Management Plan**

Dear Jim:

As we discussed earlier this week, RMC Water and Environment (RMC) is hereby formally requesting a modification to our existing agreement with the City of Modesto (City) for preparation of an Integrated Regional Water Management (IRWM) Plan for the East Stanislaus IRWM region. The existing agreement, and its associated scope of work, was based on the IRWM Guidelines that were available at the time of the contract execution on June 22, 2010. Since that time, the California Department of Water Resources (DWR) released their *Guidelines for Proposition 84 & Proposition 1E Integrated Regional Water Management* (in August of 2010) and have more recently released their revised *Integrated Regional Water Management Draft Guidelines* (on November 30, 2012). Both the 2010 Guidelines and the recently-released final revised guidelines have set forth new requirements for IRWM plans. We are therefore requesting that the contracted budget and schedule included in our June 22, 2010 agreement be revised to reflect changes in IRWM planning requirements as set forth by DWR in their 2010 Guidelines and draft 2012 Guidelines.

The scope of work included in our 2010 agreement with the City includes two phases of work for completing the IRWM planning effort. Phase I includes establishing the regional water management group and preparing the Regional Acceptance Process (RAP) application. This phase of work was successfully completed, and the East Stanislaus IRWM region became a formally-accepted IRWM region in July of 2011. Phase II of the contracted scope of work includes formation of an IRWM plan development management group, solicitation and prioritization of projects for inclusion in the IRWM plan, and preparation of the plan itself. Work has begun on this phase of work, and it is the Phase II scope of work that needs to be modified to reflect the revised plan requirements that are described in DWR's draft revised guidelines.

2001 North Main Street
Suite 400
Walnut Creek, CA 94596
ph: 925.627.4100
fax: 925.627.4101
www.rmewater.com

At present, under the Phase II scope of services, RMC has worked with the region to form the required governance committees (an IRWMP Steering Committee [SC] and Public Advisory Committee [PAC]), conducted multiple meetings regarding the IRWMP preparation (including two public workshops and multiple progress, SC, and PAC meetings), developed a East Stanislaus IRWM planning website as well as a project solicitation and management website, and worked with the PAC and SC to identify regional goals and objectives, identify and perform outreach to disadvantaged communities (DACs), develop a project prioritization methodology, solicit projects for inclusion in the IRWMP, and analyze and prioritize those projects. Additionally, RMC has begun preparation of multiple sections of the IRWMP, including required chapters describing the region, its governance organization and outreach, and its vision, goals and objectives for regional water management. Although some of the sections of the Plan have been started, none are entirely complete. In order to prepare an IRWMP to meet the November 2012 revised guidelines, RMC proposes amending the following tasks:

- Task 5 – IRWMP Projects: Subtask 5.4, Assessment of Project Integration and Implementation, would be expanded to include new IRWMP requirements regarding project impacts and benefits, and preparation of plan appendices documenting the project solicitation and prioritization process.
- Task 6 – IRWMP Preparation: This task includes preparation of all required IRWMP sections. To this end, this task has been expanded to ensure the incorporation of all new plan standard requirements.
- Task 7 – Phase II Project Management: This task has been expanded to include seven planned SC and PAC meetings, and two public workshops, in addition to additional project management and coordination funding required due to the extended length of the project.

Budget and Schedule

We are requesting \$151,502 in additional funding to complete the East Stanislaus IRWM Plan to comply with DWR's November 2012 revised guidelines. The attached table provides a detailed breakdown of this budget by task. We anticipate that, with this additional funding, the East Stanislaus IRWMP can be completed by May of 2013, providing for plan adoption prior to the required date for receipt of Proposition 84 Round 2 Implementation Grant funding (presently set as August 2013), should the region choose to pursue that opportunity.

Thank you again for this opportunity to continue RMC's service to the City of Modesto and the East Stanislaus IRWM region.

Sincerely,

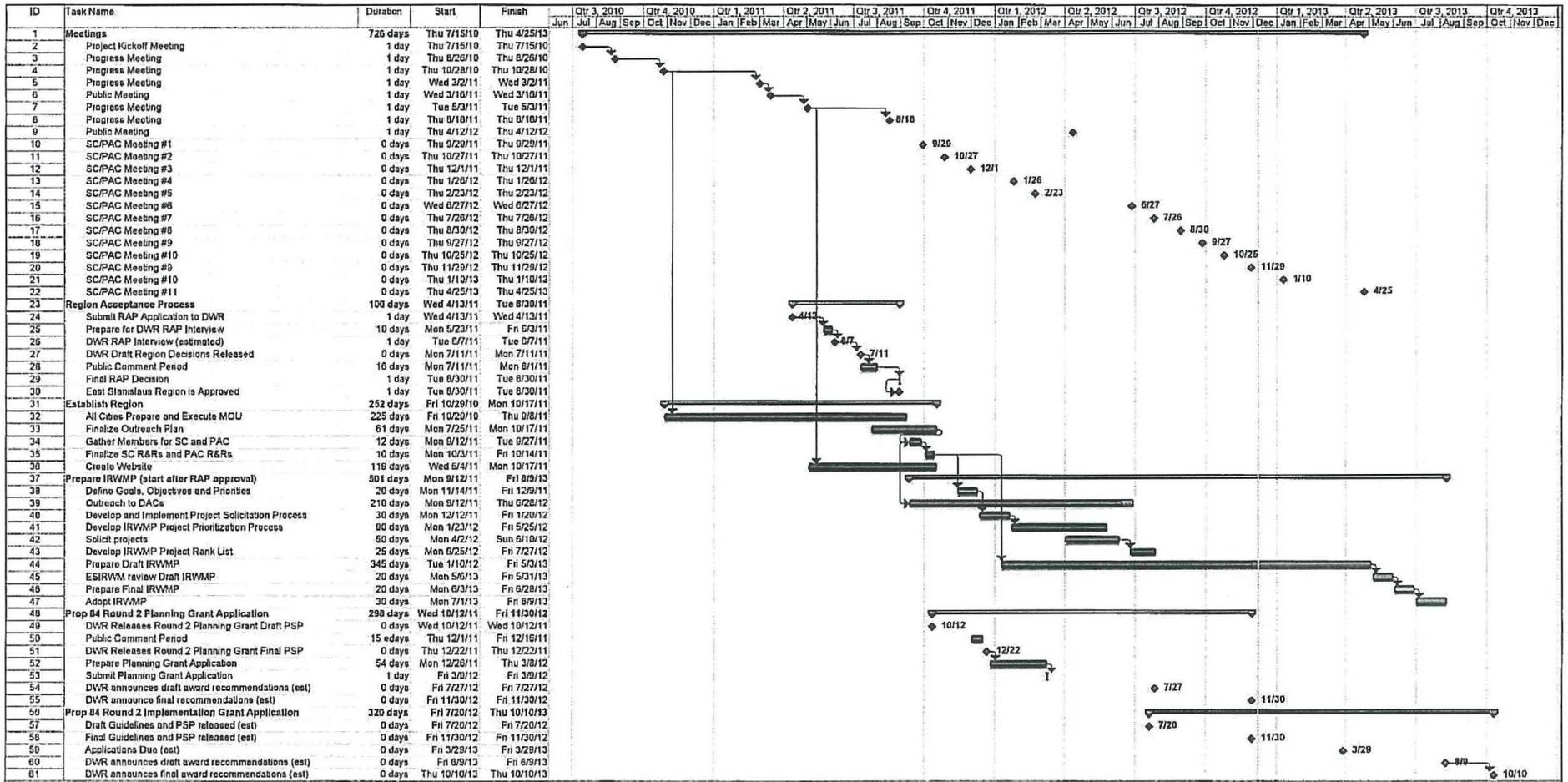


Lyndel Melton, P.E.
Principal-in-Charge



David L. Richardson, P.E.
Project Manager

cc: Jack Bond, City of Modesto



Project: East Stanislaus IRWMP Schedule 07Ds
Date: Fri 12/7/12

Task [Gantt bar icon] Progress [Gantt bar icon] Summary [Gantt bar icon] External Tasks [Gantt bar icon] Deadline [Gantt bar icon]

Split [Gantt bar icon] Milestone [Gantt bar icon] Project Summary [Gantt bar icon] External Milestone [Gantt bar icon]



Fee Estimate

**City of Modesto
East Stanislaus Integrated Regional Water Management Plan Contract Amendment**

Tasks	RMC Labor						Subconsultants					ODCs		Total	
	Dave Richardson	Leslie Dumas	Lindsay Clark	Graphics	Admin	Total Hours	Total Labor Costs (1)	Cardoza & Associates, Inc.	M.Cubed	O'Dell Engineering	Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee
	Project Manager	Deputy PM	IRWMP					Public Process	Economics	Cost Estimating					
Task 5: IRWMP Projects	\$235	\$210	\$175	\$115	\$95										
5.1: Develop and Implement Project Solicitation Process						0	\$0				\$0	\$0	\$0	\$0	\$0
5.2: Develop IRWM Plan Project Prioritization Process						0	\$0				\$0	\$0	\$0	\$0	\$0
5.3: Develop IRWM Plan Project Rank List		10	30			40	\$7,350				\$0	\$0	\$0	\$0	\$7,350
5.4: Assessment of Project Integration and Implementation		35	45			80	\$15,225				\$0	\$0	\$100	\$110	\$15,335
Subtotal Task 5:	0	45	75	0	0	120	\$22,575	\$0	\$0	\$0	\$0	\$0	\$100	\$110	\$22,685
Task 6: IRWMP Preparation															
6.1: Prepare Draft IRWMP	12	45	180	16		253	\$45,610	\$5,000	\$6,000	\$2,000	\$13,000	\$14,300	\$0	\$0	\$59,910
6.2: Prepare Final IRWMP	6	30	60	4	8	128	\$22,830	\$3,000			\$3,000	\$3,300	\$150	\$165	\$26,395
Subtotal Task 6:	18	75	240	20	8	381	\$68,440	\$8,000	\$6,000	\$2,000	\$16,000	\$17,600	\$150	\$165	\$86,305
Task 7: Phase II Project Management															
7.1: Phase II Meetings and Workshops		80	80			160	\$30,800				\$0	\$0	\$1,315	\$1,447	\$32,247
7.2: Phase II Project Management, Invoices, Progress Reports	4	40			8	52	\$10,100				\$0	\$0	\$180	\$165	\$10,255
Subtotal Task 7:	4	120	80	0	8	212	\$40,900	\$0	\$0	\$0	\$0	\$0	\$1,465	\$1,612	\$42,512
AMENDMENT TOTAL:	22	240	415	20	16	713	\$132,015	\$8,000	\$6,000	\$2,000	\$16,000	\$17,600	\$1,715	\$1,817	\$151,502

Notes:
 1. The individual hourly rates include salary, overhead and profit.
 2. Subconsultants will be billed at actual cost plus 10%.
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

**FIRST AMENDMENT TO COST SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH PREPARATION OF AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

This First Amendment to the Cost Sharing Agreement is made with reference to the contractual agreement between the Cities of Ceres, Hughson, Turlock, and Modesto (agencies), all of which are Municipal Corporations of the State of California, entered into by the parties on the 22nd day of June, 2010, herein after referred to as "Original Agreement".

This Amendment to the Original Agreement is made with regard to the following recitals:

- A. Paragraph 19 on page 4 of the Original Agreement acknowledges that the parties understand that this Agreement may be modified only through a writing signed by all parties.
- B. The parties to the Original Agreement have agreed that additional funding is required to complete the IRWMP in accordance with new Department of Water Resources guidelines.
- C. On or about December 7, 2012, RMC Water and Environment (Consultant) submitted a budget augmentation for additional tasks and costs requested by the parties for the completion of work related to the Integrated Regional Water Management Plan (IRWMP), which is attached as Attachment "B".
- D. The parties to the Original Agreement have agreed that the City of Modesto will advance additional funding not to exceed \$169,683 toward completion of the IRWMP, which includes a maximum of 2% of the cost

of consultant services for out-of-pocket administrative costs.

NOW, THEREFORE, in consideration of this Amendment to Cost Sharing Agreement, and the mutual promises, covenants, and stipulations contained in the Original Agreement and this Amendment to Agreement, the parties agree as follows:

1. The parties agree to each of the recitals set out above is factually true and correct.

2. Paragraph 1 of the Original Agreement is deleted, and the following Paragraph 1 shall be substituted in its place:

“Each of the parties shall ultimately contribute their percentage share of the cost of work proposed to be done by consultants as set forth in the document attached hereto as Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment. In the event that other entities are made parties to this Agreement they will do so on condition that they pay a share of the IRWMP costs agreed upon by the previous parties to the Agreement.”

3. Paragraph 2 of the Original Agreement is deleted, and the following Paragraph 2 shall be substituted in its place:

“The City of Modesto will advance funding not to exceed \$411,133 toward the completion of an IRWMP, which includes a maximum of 2% of the cost of consultant services for out-of-pocket administrative costs.”

4. Paragraph 3 of the Original Agreement is deleted, and the following Paragraph 3 shall be substituted in its place:

“The parties agree to employ a consultant to undertake and complete the scope of services set forth in the documents attached hereto as Attachment “2” to the Original Agreement and Attachment “B” to this First Amendment. The parties further agree that the consultant shall be retained by means of the Original Agreement for Consultant Services attached hereto as Attachment “3” and Attachment “C” to this First Amendment, and also by means of the Amendment to Agreement for Consultant Services attached hereto as Attachment “D”.

5. Paragraph 7 of the Original Agreement is deleted, and the following Paragraph 7 shall be substituted in its place:

“In the event that monies remain following completion of the work by consultant(s) and full payment therefore, such monies shall be redistributed to the parties in accordance with their percentage in Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.

6. Paragraph 8 of the Original Agreement is deleted, and the following Paragraph 8 shall be substituted in its place:

“In the event that any Planning Grant monies are awarded toward the IRWMP effort, such monies shall be applied as recoverable

costs to the IRWMP for each of the parties in accordance with their percentage share in Attachment "1" to the Original Agreement and Attachment "A" to this First Amendment."

7. Paragraph 13 of the Original Agreement is deleted, and the following Paragraph 13 shall be substituted in its place:

"The parties may terminate this contract upon mutual written agreement. In the event that they do so, and funds remain in Modesto's IRWMP account that was provided pursuant to this Agreement, such funds shall be redistributed to the parties in accordance with Attachment "1" to the Original Agreement and Attachment "A" to this First Amendment."

8. Except as herein amended or modified, the provisions of the Original Agreement are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Cities of Ceres, Hughson, Turlock, and Modesto authorize the execution of this Amendment to Cost Sharing Agreement to defray expenses associated with preparation of an Integrated Regional Water Management Plan, as evidenced by the signatures below:

CITY OF CERES

Date: _____

By: _____

Its: City Manager _____

CITY OF MODESTO

Date: _____

By: _____

Its: City Manager _____

CITY OF HUGHSON

Date: _____

By: _____

Its: City Manager _____

CITY OF TURLOCK

Date: _____

By: _____

Its: City Manager _____

ATTACHMENT "A"

TURLOCK	20.0 %
MODESTO	61.0 %
CERES	12.0 %
HUGHSON	7.0 %

Note: Cost allocation:

1. 20% of the cost shall be allocated equally among participating cities, and
2. 80% of the cost shall be allocated in proportion to the sum of each city's FY 2010/2011 actual water and wastewater revenues divided by the sum of FY 2010/2011 actual water and wastewater revenues for all participating cities.



December 7, 2012

Jim Alves
Utility Planning & Projects Department
City of Modesto
1010 10th Street
Modesto, CA 95354

Subject: Request for Amendment to Contract for Consultant Services for the East Stanislaus Integrated Regional Water Management Plan

Dear Jim:

As we discussed earlier this week, RMC Water and Environment (RMC) is hereby formally requesting a modification to our existing agreement with the City of Modesto (City) for preparation of an Integrated Regional Water Management (IRWM) Plan for the East Stanislaus IRWM region. The existing agreement, and its associated scope of work, was based on the IRWM Guidelines that were available at the time of the contract execution on June 22, 2010. Since that time, the California Department of Water Resources (DWR) released their *Guidelines for Proposition 84 & Proposition 1E Integrated Regional Water Management* (in August of 2010) and have more recently released their revised *Integrated Regional Water Management Draft Guidelines* (on November 30, 2012). Both the 2010 Guidelines and the recently-released final revised guidelines have set forth new requirements for IRWM plans. We are therefore requesting that the contracted budget and schedule included in our June 22, 2010 agreement be revised to reflect changes in IRWM planning requirements as set forth by DWR in their 2010 Guidelines and draft 2012 Guidelines.

The scope of work included in our 2010 agreement with the City includes two phases of work for completing the IRWM planning effort. Phase I includes establishing the regional water management group and preparing the Regional Acceptance Process (RAP) application. This phase of work was successfully completed, and the East Stanislaus IRWM region became a formally-accepted IRWM region in July of 2011. Phase II of the contracted scope of work includes formation of an IRWM plan development management group, solicitation and prioritization of projects for inclusion in the IRWM plan, and preparation of the plan itself. Work has begun on this phase of work, and it is the Phase II scope of work that needs to be modified to reflect the revised plan requirements that are described in DWR's draft revised guidelines.

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Budget and Schedule

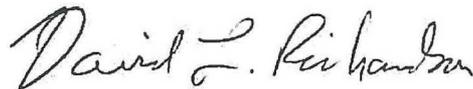
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Thank you again for this opportunity to continue RMC's service to the City of Modesto and the East Stanislaus IRWM region.

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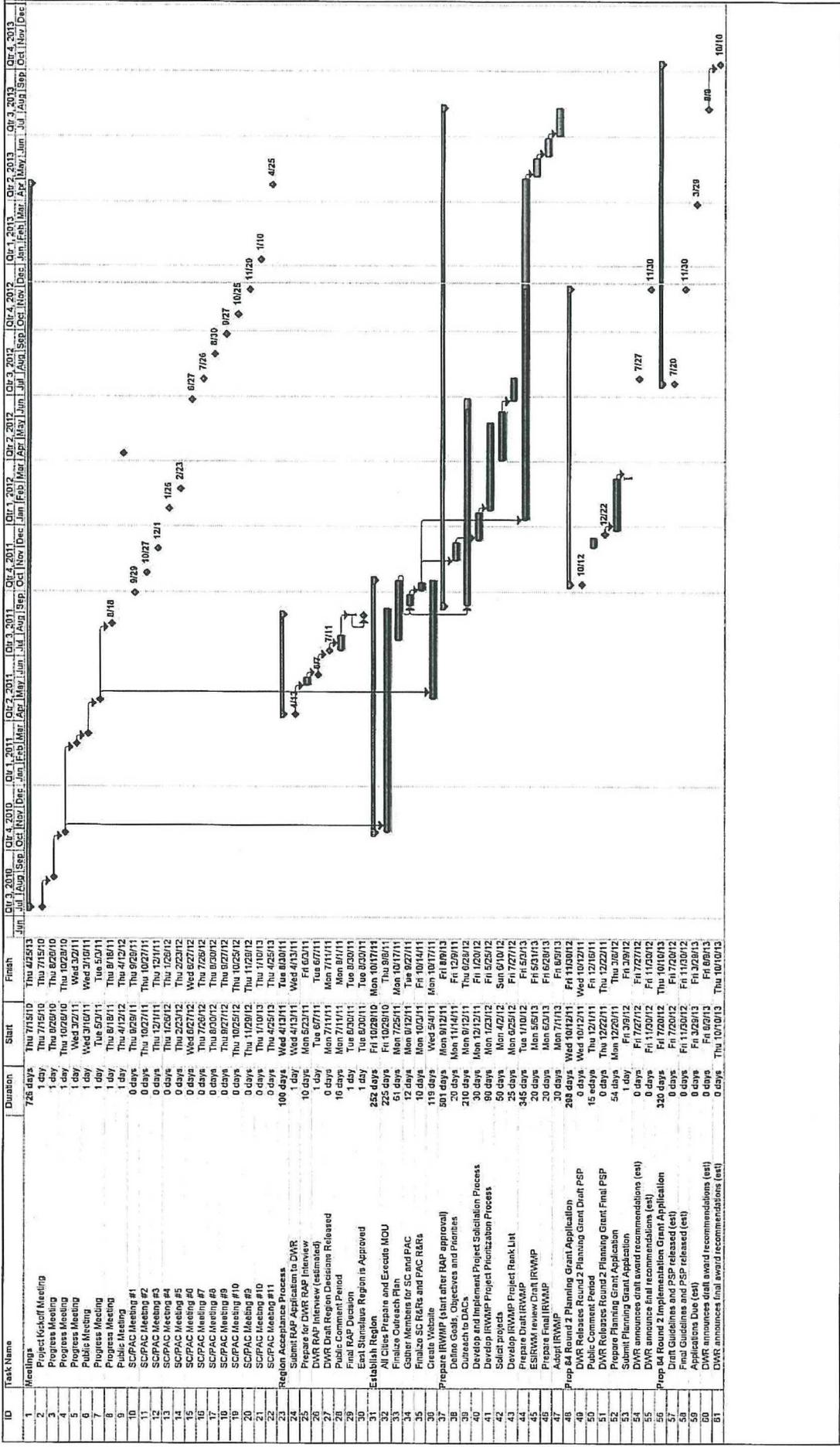


Lyndel Melton, P.E.
Principal-in-Charge



David L. Richardson, P.E.
Project Manager

cc: Jack Bond, City of Modesto



ID	Task Name	Start	Finish	Duration
1	Meetings	Thu 7/15/10	Thu 8/25/10	726 days
2	Project Kickoff Meeting	Thu 7/15/10	Thu 7/15/10	1 day
3	Progress Meeting	Thu 7/29/10	Thu 8/25/10	1 day
4	Progress Meeting	Thu 8/12/10	Thu 8/25/10	1 day
5	Progress Meeting	Wed 8/26/10	Wed 8/26/10	1 day
6	Public Meeting	Wed 9/16/10	Wed 9/16/10	1 day
7	Progress Meeting	Tue 9/21/10	Tue 9/21/10	1 day
8	Progress Meeting	Tue 9/28/10	Tue 9/28/10	1 day
9	Public Meeting	Thu 10/14/10	Thu 10/14/10	1 day
10	SCPAC Meeting #1	Thu 10/21/10	Thu 10/21/10	0 days
11	SCPAC Meeting #2	Thu 10/28/10	Thu 10/28/10	0 days
12	SCPAC Meeting #3	Thu 11/4/10	Thu 11/4/10	0 days
13	SCPAC Meeting #4	Thu 11/11/10	Thu 11/11/10	0 days
14	SCPAC Meeting #5	Thu 11/18/10	Thu 11/18/10	0 days
15	SCPAC Meeting #6	Wed 11/24/10	Wed 11/24/10	0 days
16	SCPAC Meeting #7	Thu 12/1/10	Thu 12/1/10	0 days
17	SCPAC Meeting #8	Thu 12/8/10	Thu 12/8/10	0 days
18	SCPAC Meeting #9	Thu 12/15/10	Thu 12/15/10	0 days
19	SCPAC Meeting #10	Thu 12/22/10	Thu 12/22/10	0 days
20	SCPAC Meeting #11	Thu 12/29/10	Thu 12/29/10	0 days
21	SCPAC Meeting #12	Thu 1/5/11	Thu 1/5/11	0 days
22	SCPAC Meeting #13	Thu 1/12/11	Thu 1/12/11	0 days
23	SCPAC Meeting #14	Thu 1/19/11	Thu 1/19/11	0 days
24	SCPAC Meeting #15	Wed 1/26/11	Wed 1/26/11	0 days
25	Submit RAP Application to DWR	Wed 4/13/11	Tue 8/30/11	100 days
26	Prepare for DWR RAP Interview	Mon 5/23/11	Fri 6/3/11	10 days
27	DWR RAP Interview (estimated)	Tue 6/7/11	Tue 6/7/11	1 day
28	DWR Draft Region Decision Released	Mon 7/11/11	Mon 7/11/11	0 days
29	Public Comment Period	Mon 7/11/11	Mon 8/1/11	16 days
30	Final RAP Decision	Tue 8/30/11	Tue 8/30/11	1 day
31	Establish Region	Fri 10/29/10	Mon 10/17/11	252 days
32	All Cities Prepare and Execute MOU	Mon 10/29/10	Mon 10/17/11	225 days
33	Finalize Outreach Plan	Mon 10/29/10	Mon 10/17/11	51 days
34	Adopt Plan for SCRs and PAC	Mon 10/29/10	Fri 10/27/11	10 days
35	Finalize SCRs and PAC RFRs	Mon 10/29/10	Fri 10/27/11	10 days
36	Create Website	Wed 9/8/11	Mon 10/17/11	119 days
37	Prepare IRWMP (start after RAP approval)	Mon 9/12/11	Fri 8/9/13	591 days
38	Deliver Goals, Objectives and Priorities	Mon 11/14/11	Fri 12/9/11	20 days
39	Outreach to DACs	Mon 6/12/11	Thu 6/29/12	210 days
40	Develop and Implement Project Solicitation Process	Mon 12/12/11	Fri 12/20/12	30 days
41	Develop IRWMP Project Prioritization Process	Mon 1/23/12	Fri 5/25/12	80 days
42	Solicit projects	Mon 4/2/12	Sun 9/10/12	50 days
43	Develop IRWMP Project Rank List	Mon 6/25/12	Fri 7/27/12	25 days
44	Prepare Draft IRWMP	Tue 1/10/12	Fri 5/3/13	345 days
45	ESIRWM review Draft IRWMP	Mon 5/6/13	Fri 6/28/13	20 days
46	Prepare Final IRWMP	Mon 6/24/13	Fri 6/28/13	20 days
47	Adopt IRWMP	Mon 7/1/13	Fri 6/28/13	30 days
48	Prep 04 Round 2 Planning Grant Application	Wed 10/24/11	Fri 11/30/12	289 days
49	PSP Releases Round 2 Planning Grant Draft PSP	0 days	Wed 10/24/11	0 days
50	DWR Releases Round 2 Planning Grant Final PSP	0 days	Fri 11/30/12	0 days
51	DWR Releases Round 2 Planning Grant Final PSP	0 days	Thu 12/20/11	0 days
52	Prepare Planning Grant Application	Mon 12/20/11	Thu 12/20/11	54 days
53	Submit Planning Grant Application	Fri 3/9/12	Fri 3/9/12	1 day
54	DWR announces draft award recommendations (est)	Fri 7/27/12	Fri 7/27/12	0 days
55	DWR announces final recommendations (est)	Fri 11/30/12	Fri 11/30/12	0 days
56	Prep 04 Round 2 Implementation Grant Application	Fri 7/20/12	Thu 10/10/13	330 days
57	Draft Guidelines and PSP released (est)	Fri 7/20/12	Fri 7/20/12	0 days
58	Final Guidelines and PSP released (est)	Fri 11/30/12	Fri 11/30/12	0 days
59	Applications Due (est)	Fri 3/29/13	Fri 3/29/13	0 days
60	DWR announces draft award recommendations (est)	Fri 6/7/13	Fri 6/7/13	0 days
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City of Modesto
 East Stanislaus Integrated Regional Water Management Plan Contract Amendment

Tasks	RMC Labor					Total Hours	Total Labor Costs (1)	Subconsultants			Subtotal	Sub Consultant Total Cost (2)	ODCs		Total Fee
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**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2013-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE FIRST AMENDMENT TO COST SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH PREPARATION OF AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN AND
AUTHORIZING THE CITY MANAGER TO SIGN SAID DOCUMENT**

WHEREAS, the Cities of Hughson, Ceres, Turlock and Modesto have collectively agreed to share costs associated with development of an Integrated Regional Water Management Plan (IRWMP) with a Cost Sharing Agreement signed on June 22, 2010; and

WHEREAS, Phase I of the work toward completion of the Plan is complete with the formal acceptance of the East Stanislaus Integrated Water Management (IRWM) Region; and

WHEREAS, Phase II is development of the IRWMP itself, which because of changing requirements by the Department of Water Resources, needs additional work outside the original scope of consultant RMC Water and Environmental; and

WHEREAS, City of Modesto is administering the contract with consultant RMC Water and Environmental to accomplish the completion of the IRWMP; and

WHEREAS, RMC has requested \$151,502 to complete the work and staff is requesting an additional 10% for contingencies; and

WHEREAS, City of Hughson's share of this cost is 7% based on 2011 sewer and water utility revenues from the combined four cities; and

WHEREAS, the cities have agreed to pay City of Modesto a 2% administrative fee; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve a First Amendment to the Cost Sharing Agreement to Defray Expenses Associated with the Preparation of an Integrated Regional Water Management Plan and authorizes the City Manager to sign said document.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on February 25, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: February 25, 2013
Presented By: Darin Gharat, Chief of Police Services
Subject: Hughson Police Services 2012 Annual Report

Approved: _____

RECOMMENDATION:

Review and approve the Police Services 2012 Annual Report.

DISCUSSION:

Every year Hughson Police Services provides the City Council with a year-end report. This report provides the case highlights, crime and gang statistics, and traffic activity summaries for 2012.

Hughson Police Services

2012 YEAR END REPORT



Hughson Police Services



Message from the Sheriff

Law enforcement services for the City of Hughson are performed under a mutual contract with the Stanislaus County Sheriff's Department. Personnel assigned to Hughson Police Services perform Patrol, General Investigations, Traffic Enforcement, Crime

Prevention and Business Office functions. A wide array of ancillary services, such as the SWAT Team, Dive Team, Bomb Team and other Administrative functions are also provided by the Sheriffs Operations Center, located on Hackett Rd. in the City of Modesto.

"Our Department exists for no other purpose than to protect and serve our community."

Sheriff Adam Christianson

Message from the Chief

"It is with great pride that the men and women of Hughson Police Services provide to you this year-end report for 2012. Our dedicated team has worked closely with the citizens of the city to make Hughson a safer place for all of its residents."

- Darin Gharat, Chief of Police Services



Hughson Police Services



HUGHSON POLICE SERVICE STAFF

- ❖ **CHIEF OF POLICE**
- ❖ **SERGEANT**
- ❖ **FIVE SWORN DEPUTIES**
- ❖ **LEGAL CLERK**
- ❖ **CODE ENFORCEMENT OFFICER**

PATROL DEPUTIES RESPONSES:	TOTALS
SUSPICIOUS PERSON/VEHICLE CALLS	262
CALLS FOR SERVICE	4,096
REPORTS WRITTEN	2,821
TRAFFIC STOPS	646
CITATIONS WRITTEN	392
TRAFFIC COLLISION INVESTIGATIONS	35
ARREST ADULT	113
ARREST JUVENILE	27
ALARM CALLS	201
CODE ENFORMENT CALLS –Includes 8 tows/29 Parking Cites	256

Hughson Police Services

CASE HIGHLIGHTS

Hughson Police Services has met the challenge of crime by being visible and tenacious in focusing on known offenders. Hughson Police Services works hand in hand with State/County Parole and Probation Departments as well as the community to ensure success.

Since the hard economic times forced changes within our force we have strived to maintain our level of performance and meet our goal of serving the communities expectations.

Hughson Police Services has continued to focus on our burglaries and thefts by being alert to known subjects of concern and following any leads of interest.

Some case highlights throughout the year are as follows;

- Two subjects arrested and booked on same case; a known gang member was arrested and booked for a drive-by shooting and warrant along with another subject for being in possession of drugs.**
- Deputies responded and assisted with a homicide case which resulted in two deceased subjects.**
- Deputies responded to call of fighting and a weapon; three subjects arrested and booked. One subject for attempted murder. A weapon was confiscated.**
- Twelve calls of drug violations; the arrest of twelve subjects for felony drug charges ranging from possession, drug paraphernalia, transporting and selling.**

Hughson Police Services

CASE HIGHLIGHTS

- **Deputies responded to 34 calls of assault; 16 subject arrested and booked. 13 of these calls were domestic violence.**
- **Deputies assisted Stanislaus County Fire Investigator with arson of private citizen's vehicle.**
- **Assisted Stanislaus County Probation and State Parole with the arrest of various parole/probation violators throughout the year.**
- **Two felony calls of assaults with weapons other than guns or knives. Subjects arrested and booked.**
- **Deputies located and arrested a wanted subject for false imprisonment and domestic violence restraining order issues.**
- **Deputies responded to 123 disturbance calls from residents, 65 calls of fighting and 12 calls of missing persons.**

Hughson Police Services is working diligently to suppress crime. We work side by side with other local law enforcement agencies and also with the support of the community to control crime. We maintain a vigil eye on our school grounds and students.

Our goals have not changed; Protecting the community and neighborhoods. We will utilize every available source to reach this goal. Our commitment is to keep Hughson's reputation as a safe and peaceful city a reality and not a goal.

Hughson Police Services

PART 1 CRIME

Annual Report Summary

	Year Total 2011	Year Total 2012	Numerical Difference	Percent Difference
Total CFS	3,822	4,096	274	+7.1%
Felony Crimes				
Homicide	1	2	1	100%
Assault with Deadly Weapon	2	3	1	+50%
Rape	1	0	1	-100%
Robbery	2	2	0	NC
Burglary (total)	29	48	19	+65%
Commercial	7	17	10	+143%
Residential	9	21	12	+133%
Vehicle	13	10	3	-23%
Grand Theft	7	8	1	+14%
Vehicle Theft	17	13	5	-29%
Weapons Violation(not ADW)	3	5	2	+66%
Child Molest/Incest, Etc	1	1	0	NC
Kidnapping	0	1	1	100%
Forgery/NSF	32	22	10	-31%
Arson	0	1	1	100%
Narcotics Violations	5	20	15	-300%
Other Felonies	14	17	3	+21%
Total Felonies	114	143	29	+25%

Hughson Police Services

TRAFFIC ACIVITY

Annual Report Summary

	Year Total 2011	Year Total 2012	Numerical Difference	Percent Difference
Total Accidents	26	35	9	+35%

Fatal Accidents	1	0	1	-100%
Injury Accidents	4	8	4	100%
Prop Damage/Non-Injury	15	18	3	+20%
Hit and Run Accidents	4	9	5	+125%
Total Drunk Driving	1	4	3	+300%
Involved in Accidents	0	0	0	NC
Driving Under Influence	1	4	3	+300%
Citation Issued	306	392	86	+28%
Moving Violations	129	182	53	+41%
Non-Moving Violations	97	98	1	+1%
Mechanical Violations	25	34	9	+36%
Parking Violations	55	78	23	+42%

Hughson Police have maintained the awareness campaign to address minor vehicle code violation with education rather than citation. This has maintained the citizen complaints regarding speeding drivers. The assignment of a traffic deputy to our jurisdiction one day a week has enforced our awareness to this type of monitoring for greater safety of our residents.

Hughson Police Services

The men and women of Hughson Police Services are extremely proud and honored to serve the citizens of Hughson. As you can see from the previous year-end detail, our Part 1 crimes still reflect a safe city for all our residents. Your police department has worked very hard to keep crime reduced. Our Part 1 crimes are still well below the national per capita average.

As part of our strategy for reducing violent crime and gang activity in our city, we have worked with your elected city council and city administration, by deploying an officer in the field to directly target these associated activities both in our neighborhoods and in our local schools. In addition to this, we brought back a part time code enforcement officer to deal with quality of life issues in our community. The addition of community leaders and volunteers who have created a vibrant neighborhood watch program in the city, has assisted us well.

As your police chief, it has been my honor and privilege to serve all of you. All of us at Hughson Police Services is dedicated to keeping Hughson a safe and family oriented community.

Darin Gharat
Chief of Police Services
City of Hughson