

DOS PALOS CITY COUNCIL

REGULAR MEETING AGENDA

City-County Building, 1554 Golden Gate Avenue
Dos Palos, California, USA

6:00 pm, Tuesday, April 18, 2023

A. CALL TO ORDER:

by Mayor April Hogue

1. **Flag Salute:**

by Councilmember Debbie Orlando

2. **Invocation:**

by Councilmember Thomas Pigg

3. **Roll Call:**

by City Clerk Ysidro Garcia

4. **Urgency Additions or Deletions:**

Requires urgency and four affirmative votes

5. **Public Comment:** *At this time, anyone present may comment upon any city-related business item, which is not on this agenda. Please state your name and address for the record. Please be concise and avoid repetition. The mayor may limit you to one presentation not to exceed two minutes in length. State law now requires at least twice as much time be allotted to a member of the public who utilizes a non-English translator. Action, if necessary, is limited to staff referral, or with special conditions, placement on a future agenda.*

B. COMMENDATIONS, PRESENTATIONS, and PROCLAMATIONS.

- | | |
|--|--------------|
| 1. National Day of Prayer Thursday, May 4, 2023. | Proclamation |
| 2. 100 th Dos Palos D.E.S. Celebration, Saturday, May 13, 2023. | Proclamation |

C. CONSENT CALENDAR:

Action

1. Approval of the Minutes of the March 21, 2023 Regular Meeting.
2. Approval of the Pre-Paid for March 2023.
3. Approval of the Warrants for April 2023.
4. Approval of the Treasurer's Report for October 2022.
5. Approval of the Treasurer's Report for November 2022.
6. Approval of the Procedure for Establishing an Alcohol License List.
7. Denial of Claim from Gabriela Andrada.
8. Denial of Claim from Stephanie Bryant.
9. Denial of Claim from Manuel Pacheco.
10. Denial of Claim from Mike Pastori.

D. BUSINESS:

- | | |
|---|--------------------------------|
| 1. Resolution 2023-05, Accepting the Rate Study for Water Rates and Setting the Dates for the Prop 218 Process to Begin. | Report
Discussion
Action |
| 2. Resolution 2023-06, Approving the Restated Joint Powers Agreement of the Merced County Association of Governments and Authorizing the Mayor to Sign the Agreement. | Report
Discussion
Action |
| 3. Authorize the City Engineer to Solicit Bids for a New Water Treatment Facility. | Report
Discussion
Action |
| 4. Report on Fireworks Sales Permit Lottery, Awarded to Dos Palos Bronco Athletic Boosters and Dos Palos Girls Softball. | Report
Discussion
Action |
| 5. Consider Setting a Date for a Town Hall Meeting. | Report
Discussion
Action |

E. CORRESPONDENCE, EVENTS, COUNCIL & STAFF REPORTS:

F. ADJOURNMENT *in memory of local departed:*

Jeswina Rebeiro 97
Sarah Birlew 95
Sanders (Sandy) Schuyler 83
Richard Antonetti 71
Terry Gongora 66
Susanne Rosas 45
Jeffery Estrada 31

Disclosures and Information:

The 97th City Council consists of Mayor April Hogue, Mayor pro Tempore Armando Bravo, Councilmember Thomas Pigg, Councilmember Debbie Orlando, and Councilmember Marcus Porter. The 45th Council Session is now in session and ends on November 15, 2024. The next available numbers of record are Ordinance #437 and Resolution 2023-07. Per 54954.2(a)(1), the City's website cityofdospalos.org may be down intermittently or temporarily for maintenance or repairs.

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2174 Blossom Street, Dos Palos CA 93620, (209) 392-2174, email:
cityofdp@cityofdp.com

PROCLAMATION
OBSERVING THURSDAY, MAY 4, 2023
AS A NATIONAL DAY OF PRAYER



WHEREAS, the tradition of holding a National Day of Prayer was originally set by the Continental Congress in 1775 to help unify our nation; and

WHEREAS, in 1988, Congress designated the first Thursday in May of each year as National Day of Prayer, observed locally this year on May 4, 2023; and

WHEREAS, in light of all the problems our nation may face, including economic stress, unemployment, broken families, crime, drug abuse, gang violence, terrorism, war, and natural disasters such as drought, earthquakes, floods, hurricanes, and tornadoes, America and our people will always need, always seek, and always receive, guidance and inspiration from above; and ***NOW THEREFORE***,

BE IT PROCLAIMED, that I, April Hogue, 28th Mayor of the City of Dos Palos, do hereby call upon our citizens to participate in this year's National Day of Prayer observance.

SIGNED:

Mayor April Hogue

PROCLAMATION
HONORING THE DOS PALOS D.E.S.
UPON ITS 100TH ANNUAL CELEBRATION



WHEREAS, for over 700 years, people of Portuguese descent from around the world have carried on the tradition of holding an annual “Festa do Divino Espirito Santo” or Festival of the Divine Holy Spirit—a lively gathering open to all, promoting family reconciliation and peace, through prayer and charity; and

WHEREAS, locally, this celebration began in the early 1920’s with the first Azorean immigrants to this area, followed by the 1923 incorporation of the Dos Palos Portuguese D.E.S. Association, making it one of our city’s oldest organizations, and today these traditions are carried on by the descendants of those first immigrants as well as by more recent arrivals from the Azores, Brazil, Canada, Angola, and Portugal; and

WHEREAS, the D.E.S. is a non-profit organization funded by donations collected from many businesses, dairies, farms, ranches, and residents of various backgrounds and faiths, to conduct its annual celebrations, award scholarships, maintain a community hall, park, and playground, and to provide one-time assistance to those in immediate need; and

WHEREAS, the Dos Palos D.E.S. will conduct its annual Bodo de Leite, a parade of ox-carts, a distribution of sweetbread, cheese, and milk, followed by a free barbeque lunch, and also servings “sopas” a traditional meal of bread, cabbage, beef stew, and mint, to more than 2,000 people and delivers hundreds of meals to local families who have experienced recent death, injury, or major illness; ***NOW THEREFORE***,

BE IT PROCLAIMED, that I, April Hogue, 28th Mayor of the City of Dos Palos, do hereby honor the Dos Palos D.E.S. on its 100th annual celebration and encourage participation in its parades, processions, and activities on Saturday, May 13th and Sunday, May 14th, 2023.

SIGNED:

Mayor April Hogue

Pre-Paid Listing - Mar 2023

22338 Redstone Constru	03/16/2023	\$	87,531.30
22347 Co Power - Depar	03/16/2023	\$	17.50
22349 Keenan & Associa	03/16/2023	\$	21,393.02
22354 Arata,Swingle,Va	03/22/2023	\$	98.59
Total		\$	<u>109,040.41</u>

BR-Board Audit (04/13/2023 - 4:18 PM)

Warrant Listing - Apr 2023

22365 AAA Business	04/13/2023	\$	297.01
22366 Aramark	04/13/2023	\$	281.40
22367 AT&T	04/13/2023	\$	1,066.24
22368 AutoZone, Inc	04/13/2023	\$	755.85
22369 Bankcard Cent	04/13/2023	\$	3,825.44
22370 Bankcard Cent	04/13/2023	\$	271.82
22371 CA Permits	04/13/2023	\$	406.08
22372 Casey Moving	04/13/2023	\$	45.00
22373 Central Calif	04/13/2023	\$	16,850.00
22374 Central Valle	04/13/2023	\$	3,496.49
22375 Cintas	04/13/2023	\$	320.46
22376 City of Dos P	04/13/2023	\$	1,500.00
22377 Comcast	04/13/2023	\$	1,133.28
22378 CSJVRMA - C/O	04/13/2023	\$	56,229.00
22379 Dash Medical	04/13/2023	\$	164.47
22380 Department of Justice	04/13/2023	\$	162.00
22381 Division of State Arti	04/13/2023	\$	120.10
22382 Dos Palos Fir	04/13/2023	\$	225.00
22383 Electric Driv	04/13/2023	\$	16,080.71
22384 Elite Uniform	04/13/2023	\$	429.71
22385 Far West Labo	04/13/2023	\$	4,432.00
22386 Ford Motor Cr	04/13/2023	\$	3,343.94
22387 Fresno Mobile	04/13/2023	\$	350.00
22388 Frontier Comm	04/13/2023	\$	57.54
22389 Gall's , an A	04/13/2023	\$	25.91
22390 Great America	04/13/2023	\$	337.10
22391 Home Depot Cr	04/13/2023	\$	3,793.41
22392 Ingraham Trop	04/13/2023	\$	1,048.95
22393 JG Hardware S	04/13/2023	\$	12.13
22394 Justin's Tire	04/13/2023	\$	525.09
22395 Gabriel A Del	04/13/2023	\$	1,796.72
22396 Madera Carpor	04/13/2023	\$	18,793.76
22397 Melin Enterpr	04/13/2023	\$	665.00

22398 Merced County Assn of	04/13/2023	\$	50.00
22399 Mid Valley Disposal	04/13/2023	\$	51,472.04
22400 Mid Valley IT	04/13/2023	\$	6,606.85
22401 Midway Commun	04/13/2023	\$	8,555.67
22402 N & S Tractor	04/13/2023	\$	80.79
22403 Napa Auto Par	04/13/2023	\$	45.63
22404 Nicoletti Oil	04/13/2023	\$	8,058.69
22405 NMI Developme	04/13/2023	\$	658.33
22406 Northstar Che	04/13/2023	\$	3,143.88
22407 Orozco Yard M	04/13/2023	\$	2,145.00
22408 Pace Supply C	04/13/2023	\$	2,999.67
22409 Pacific Gas &	04/13/2023	\$	26,525.15
22410 Pacific Premi	04/13/2023	\$	14,119.25
22411 Pacific Tire	04/13/2023	\$	1,136.00
22412 Paramount Pes	04/13/2023	\$	171.00
22413 Pegboard	04/13/2023	\$	5,598.14
22414 Pinnacle Heal	04/13/2023	\$	280.00
22415 Quad Knopf	04/13/2023	\$	22,596.41
22416 Quantum FSD,	04/13/2023	\$	124.95
22417 Richard Marto	04/13/2023	\$	1,300.00
22418 Claudia Rodri	04/13/2023	\$	25.00
22419 Shape Incorpo	04/13/2023	\$	92,328.50
22420 Simpot Grower	04/13/2023	\$	1,982.60
22421 Smile Busines	04/13/2023	\$	110.67
22422 South Dos Pal	04/13/2023	\$	4,172.71
22423 Sparkletts	04/13/2023	\$	51.94
22424 Springbrook H	04/13/2023	\$	785.00
22425 Stocking & Co	04/13/2023	\$	2,690.00
22426 James M. Stof	04/13/2023	\$	15,500.00
22427 Tesco Control	04/13/2023	\$	592.63
22428 The Office Ci	04/13/2023	\$	229.26
22429 The Phone Con	04/13/2023	\$	155.00
22430 Trans-Rock Tr	04/13/2023	\$	3,248.06
22431 United Rental	04/13/2023	\$	8,913.28

22432 USABlue Book	04/13/2023	\$	2,257.72
22433 USDA, Service	04/13/2023	\$	3,348.14
22434 Utility Servi	04/13/2023	\$	3,595.16
22435 Valley Power	04/13/2023	\$	1,367.50
22436 Verizon Wirel	04/13/2023	\$	1,066.24
22437 Westamerica B	04/13/2023	\$	741.92
22438 Westamerica B	04/13/2023	\$	1,503.84
Total			\$ 439,174.23

BR-Board Audit (04/13/2023 - 3:35 PM)

**CITY OF DOS PALOS
CASH FLOW REPORT
OCTOBER, 2022**

BEGINNING BALANCE:		840,720.35
REVENUES RECEIVED:		
	GENERAL FUND	142,895.59
	WATER DEPOSIT	900.00
	UTILITIES	307,991.33
TOTAL REVENUES RECEIVED:		451,786.92
EXPENDITURES:		
	PAYROLL	789.57
	DIRECT DEPOSIT	120,834.92
	WARRANTS	570,951.94
TOTAL EXPENDITURES:		692,576.43
BEGINNING BALANCE:		840,720.35
TOTAL REVENUES:		451,786.92
TOTAL EXPENDITURES:		-692,576.43
CREDIT CARD CHARGE		-2,234.19
ANALYSIS CHARGE:		-219.35
RELX INC		50.00
BLUEFIN		-9.95
VOID CHECK(18292/21489)		189.62
PERS ADJ		-5.40
STATE OF CA LAIF		95,000.00
CASH SHORT/ADJUSTMENT		-105.00
TOTAL CASH FLOW BALANCE:		\$ 692,596.57

CITY TREASURER

CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
OCTOBER, 2022

STATEMENT ENDING BALANCE: 732,511.53

COMPUTER WARRANTS OUTSTANDING:

17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18345 FREDDY SINGH	10.61
19371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BROWNELLS.INC	179.31
19273 FORREST ATKINS	33.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
20030 INOCENCIA SANTOS	17.39
20108 ANA DELARROCHA VALDEZ	44.59
20258 STACY & DEAN PECK	31.32
20339 HERIBERTO ESRADA	6.79
20471 JG HARDWARE STORE	5.35
20559 BANKCARD CENTER	1266.60
20827 LAURA'S FUNKY CITZ& NAILS	85.60
20831 DAYMAN MARRINEZ	24.20
20909 SANTIAGO BANUELOS	5.60
21297 N. DOS PALOS WATER DIST	1290.80
21385 ADAM GARIBAY	3.00
21511 GOVLNVEST,INC	2916.00
21519 JG HARDWARE STORE	5.39
21566 KEVIN VALDEZ	101.00
25190 COLEMAN ELECTRIC	458.88
21617 GORDON BONDS	14.62
21618 BUREAU OF RECLAMATION	1905.12

21648 MELIN ENTERPRISES, INC	650.00
21649 MERCED COUNTY ASSOCIATION OF G	2657.00
21650 MERCED COUNTY TAX COLLECTOR	7067.44
21668 SAN JOAQUIN DELTA COLLEGE	457.00
21670 ANGEL SERRANO	146.50
21672 SOUTH DOS PALOS WATER DIST	4974.90
21677 US PUBLIC SAFETY GROUP	106.58
21678 USDA, SERVICES CENTER RURAL	18700.00
21680 BULMARO VASQUEZ	30.99
21686 YONKERS & JOHNSON	20.85
21692 DIVISION OF THE STATE ARCHITECT	2.80
21699 EMPLOYEE CHECK	138.52

TOTAL COMPUTER WARRANTS:	45,474.56
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BEGINNING BALANCE:	732,511.53
TOTAL COMPUTER WARRANTS:	-45,474.56
OUTSTANDING DEPOSITS:	5,559.60
TOTAL CASH FLOW BALANCE:	\$ 692,596.57

**CITY OF DOS PALOS
CASH FLOW REPORT
NOVEMBER, 2022**

BEGINNING BALANCE:		692,596.57
REVENUES RECEIVED:		
	GENERAL FUND	105,009.73
	WATER DEPOSIT	600.00
	UTILITIES	293,929.24
TOTAL REVENUES RECEIVED:		399,538.97
EXPENDITURES:		
	PAYROLL	1,163.58
	DIRECT DEPOSIT	132,950.60
	WARRANTS	342,954.74
TOTAL EXPENDITURES:		477,068.92
 BEGINNING BALANCE:		 692,596.57
TOTAL REVENUES:		399,538.97
TOTAL EXPENDITURES:		-477,068.92
CREDIT CARD CHARGE		-2,246.30
ANALYSIS CHARGE:		-196.80
BLUEFIN		-9.95
PERS ADJ		1,933.82
TOTAL CASH FLOW BALANCE:		614,547.39

CITY TREASURER

**CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
NOVEMBER, 2022**

STATEMENT ENDING BALANCE: 653,034.51

COMPUTER WARRANTS OUTSTANDING:

17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18345 FREDDY SINGH	10.61
18371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BOWNELLS INC	179.31
19273 FORREST ATKINS	33.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
20030 INOCENCIA SANTOS	17.39
20108 ANA DELARROCHA VALDEZ	44.59
20258 STACY & DEAN PECK	31.32
20339 HERIBERTO ESRADA	6.79
20471 JG HARDWARE STORE	5.35
20559 BANKCARD CENTER	1266.60
20827 LAURA'S FUNKY CITZ & NAILS	85.60
20831 DAYMAN MARRINEZ	24.20
20909 SANTIAGO BANUELOS	5.60
21297 N. DOS PALOS WATER DIST	1290.80
21385 ADAM GARIBAY	3.00
21511 GOVLNVEST, INC	2916.00
21566 KEVIN VALDEZ	101.00
21617 GORDON BONDS	14.62
21680 BULMARO VASQUEZ	30.99
21816 USA BLUE BOOK	1873.41

21819 SWRCB	65.00
21838 PG&E	21494.42
21848 MERCED COUNTY ANIMAL CONTROL	970.00
21853 LOS BANOS VET CLINIC	175.00
21863 HCL MACHINE WORKS, INC	307.51
21865 FRONTIER COMMUNICATIONS	59.62
21868 FORD MOTOR CREDIT COMPANY	550.44
21873 DOS PALOS FIRE DEPT	225.00
21874 DEPT OF TRANSPORTATION	117.46
21882 BLOSSOM RADIATOR & TOWING	68.37
21897 EMPLOYEE CHECK	138.52
21906 FRANCHISE TAX BOARD	362.00
21913 MADERA CARPORTS, INC	1557.52
21914 MID VALLEY IT	4760.24
 TOTAL COMPUTER WARRANTS:	 \$40,908.09
 BEGINNING BALANCE:	 653,034.51
TOTAL COMPUTER WARRANTS:	-40,908.09
OUTSTANDING DEPOSITS:	2420.97
TOTAL CASH FLOW BALANCE:	614,547.39

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOS PALOS, CALIFORNIA,
ACCEPTING THE RATE STUDY RELATING TO WATER;
AUTHORIZING REQUIRED ACTIONS UNDER PROPOSITION 218; AND
SETTING A PROPOSITION 218 PUBLIC HEARING DATE TO CONSIDER RATE INCREASES

WHEREAS, the City of Dos Palos engaged Quad Knopf, Inc, a firm with expertise in the analysis of costs relating to utilities to conduct a rate study of the City's municipal water rates; and

WHEREAS, the City Council has held a workshop regarding current rates and the need to increase rates to meet operational costs; and

WHEREAS, the Council received a final report from Quad Knopf, Inc. at this Council meeting of April 18, 2023, and heard from staff on this matter; and

WHEREAS, on April 18, 2023, Council adopted Resolution No. 2023-05 Accepting the Rate Study Relating to Water Rates; Authorizing Required Actions Under Proposition 218; and Setting a Proposition 218 Public Hearing Date to Consider Rate Increases; and

WHEREAS, the Council wishes to proceed with the Proposition 218 Process relating to proposed rate increase.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DOS PALOS hereby resolves, finds, and orders as follows:

1. The Council accepts the final report from Quad Knopf, Inc. relating to proposed rate increases for water.
2. Staff is directed and authorized to take required actions under Proposition 218 including but not limited to preparation and mailing of required 45-day notices to rate payers and setting of at least one workshop during the 45-day period.
3. A public hearing shall be held in accordance with the requirements of Proposition 218.

PASSED AND ADOPTED this 18th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Ysidro Garcia, City Clerk

April Hogue, Mayor

RESOLUTION NO. 2023-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOS PALOS
APPROVING THE RESTATED JOINT POWERS AGREEMENT OF THE MERCED
COUNTY ASSOCIATION OF GOVERNMENTS AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT**

RECITALS

WHEREAS, Government Code section 6500 et seq. authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to jointly exercise any power common to them; and

WHEREAS, the Cities of Livingston, Merced, Los Banos, Atwater, Dos Palos, and Gustine, and the County of Merced, possess in common the authority to study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions; to do all acts necessary to participate in federal programs and receive federal funds for transportation, housing, and other community improvement activities, including contracting and cooperating with other agencies; and to establish an area planning organization and expend public funds for these purposes; and

WHEREAS, on November 28, 1967, the Merced County Association of Governments ("MCAG"), was created, of which City of Dos Palos is a member, pursuant to the Cooperative Agreement/Joint Powers Agreement (the "JPA Agreement"); and

WHEREAS, MCAG was designated by the County of Merced as the Local Transportation Authority for Merced County in 1990, and has operated as such from that date to the present; and

WHEREAS, the establishment of MCAG has, among other things, provided a forum to study and develop solutions to area-wide concerns, provided efficiency and economy in governmental operations through the cooperation of MCAG's member agencies and the pooling of common resources, facilitated cooperation among and agreement between MCAG's member agencies for specific purposes, interrelated development actions, and for the adoption of common policies with respect to concerns which are common amongst the member agencies, and allowed for the imposition of a Regional Transportation Impact Fee with MCAG acting as the planning, administrative, and implementation entity; and

WHEREAS, the JPA Agreement is set to expire, by its own terms, on July 18, 2023; and

WHEREAS, the MCAG member agencies, by and through their designated attorneys and representatives, have negotiated the terms of a Restated Joint Powers Agreement, to be effective on July 19, 2023, for a term of thirty (30) years.

NOW THEREFORE, BE IT RESOLVED, ORDERED, AND DIRECTED as follows:

1. The City Council approves the Restated Joint Powers Agreement of the Merced County Association of Governments, attached hereto as **Exhibit A**.
2. The City Council designates the Mayor to execute the Restated Joint Powers Agreement of the Merced County Association of Governments.

PASSED AND ADOPTED this 18th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Ysidro Garcia, City Clerk

April Hogue, Mayor

RESTATED JOINT POWERS AGREEMENT OF THE
MERCED COUNTY ASSOCIATION OF GOVERNMENTS [MCAG]

Effective Date July 19, 2023

This Restated Joint Powers Agreement is entered into by and among those undersigned of the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced, all municipal corporations and the County of Merced, a political subdivision of the State of California.

RECITALS

1. Common Power. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to jointly exercise any power common to them.

2. Common Authority. The City of Merced, by virtue of its charter, and the Cities of Los Banos, Atwater, Livingston, Dos Palos and Gustine, and the County of Merced, by virtue of California Government Code Section 6500 – 6539.9, inclusive, possess in common the authority:

a) To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes; and

b) To do all acts necessary to participate in federal programs and receive federal funds for transportation, housing, and other community improvement activities, including contracting and cooperating with other agencies.

3. Orderly Development. The people residing within the incorporated and unincorporated areas of Merced County have an interest in the orderly development of their communities.

4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Merced County have evidenced the

need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

5. Merced County Association of Governments. On November 28, 1967, the foregoing needs led to the creation and establishment of Merced County Association of Governments, (hereinafter referred to as "MCAG").

6. Transportation Authority. MCAG was designated by the County of Merced as the Local Transportation Authority for Merced County in 1990 and has operated as such from that date to the present.

7. Effects. The establishment of MCAG has:

- a) Provided a forum to study and develop solutions to area-wide problems of mutual concern to the Agencies.
- b) Provided efficiency and economy in governmental operations through the cooperation of the Agencies and the pooling of common resources.
- c) Provided for the establishment of a Joint Powers Authority responsible for identifying, planning, and developing solutions to regional problems requiring multi-jurisdictional cooperation.
- d) Provided for the establishment of a Joint Powers Authority capable of developing regional plans and policies and performing area-wide planning duties.
- e) Facilitated cooperation among and agreement between the Agencies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to the Agencies.
- f) Allowed for imposition of a Regional Transportation Impact Fee with the Authority as the planning, administrative and implementation entity.

8. Amendment. The undersigned Agencies and Members desire to amend and restate the "Cooperative Agreement"/Joint Powers Agreement dated November 28, 1967, as amended (the "Original Agreement"), in order to establish the duties and powers of the MERCED COUNTY ASSOCIATION OF GOVERNMENTS. This Restated Joint Powers

Agreement and the terms and conditions set forth herein supersede all prior amendments and restatements of the Original Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached and incorporated by this reference.

ARTICLE 2. PURPOSE

2.1 This Agreement is made pursuant to the Act to provide for the joint exercise of certain powers common to the Members and the additional powers granted under the Act. To the extent currently applicable, those powers and/or functions are set forth in Article 6 below.

ARTICLE 3. CONTINUATION OF AUTHORITY

3.1 Continuation. Upon the effective date of this Agreement, the Parties hereto hereby continue the MERCED COUNTY ASSOCIATION OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute the terms of this Agreement.

3.2 Assets, Rights and Liabilities. The assets, rights, debts, liabilities, and obligations of MCAG shall be those of MCAG and shall not constitute assets, rights, debts, liabilities, or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of MCAG, provided that both the Board and that Member approve such contract or assumption. The provisions of Government Code

section 6504, specifically including the right of Members to advance funds and make loans, are made a part of this Agreement.

ARTICLE 4. TERM

4.1 Effective Date. This Agreement shall become effective on July 19, 2023.

4.2 Term. This Agreement shall continue for a period of thirty years from the effective date unless terminated in accordance with Article 10 of this Agreement. The term may only be modified by the unanimous consent of all Members.

ARTICLE 5. BOUNDARIES

5.1 Boundary. MCAG's jurisdictional boundary shall not exceed the jurisdictional boundary of the County of Merced, as the County boundary may be expanded or changed during the Term of this Agreement. This provision shall not prevent MCAG from acquiring services or property outside of its boundaries for the benefit of MCAG Agencies.

ARTICLE 6. FUNCTIONS/POWERS

6.1 Authority Functions. MCAG will function or continue to function as:

- a. The Local Transportation Authority as designated by the County of Merced in 1990.
- b. The Metropolitan Planning Organization as designated by the United States Department of Transportation pursuant to Title 23 of United States Code Section 134 and Title 49 of the United States Code §5303(b)(2).
- c. The Regional Transportation Planning Agency as designated by the Secretary of Business and Transportation of the State of California pursuant to California Government Code Sections 65080, et seq.
- d. The regional transportation planning representative as designated by the parties hereto for the purpose of acting upon any appropriate proposals which may be presented to the Board for consideration or which the Board may elect to take up and for transmission of proposed recommendations to federal, state and local agencies, including, but not limited to, the member entities of MCAG.

e. The designated E.O. 12372 Intergovernmental Review of Federal Programs Clearing House and as such review all applications for federal funds by any participating entity wherein such review is a requirement of the particular federal aid program involved.

f. The State Census Affiliate Data Center for Merced County.

g. The Service Authority for Freeway Emergencies (SAFE) as created by the Members in 1996.

h. The agency to administer, coordinate, plan and implement/effectuate a Regional Transportation Impact Fee Program if adopted by the Agencies.

i. MCAG shall perform any functions directed by the Board in furtherance of the foregoing or other programs as determined by the Board.

6.2 Powers. MCAG is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations, subject only to such restrictions upon the manner and exercise of such power as are imposed upon the County of Merced in the exercise of similar powers:

a. Make and enter into contracts.

b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.

c. Accept gifts, donations, advances and contributions and act as regional lead jurisdiction/applicant and grant administrator for grants in the name of Members/regional participants.

d. Hire agents and employees

e. Sue and be sued in its own name.

f. Incur and discharge debts, liabilities and obligations.

g. Issue bonds or notes and incur other forms of indebtedness, and

make associated covenants, for designated purposes, subject to the provisions and limitations of the California Constitution and the Government Code.

h. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.

i. Any additional power granted to Joint Powers Authorities under the Act.

j. All powers necessary to the exercise of the enumerated powers.

ARTICLE 7. ORGANIZATION

7.1 Governing Board.

MCAG shall be governed by a Governing Board (hereinafter "Board"), which shall exercise or oversee the exercise of all powers and authority on its behalf. The Board shall meet in accordance with the MCAG bylaws. Under this Agreement, the Board is expressly charged with carrying out the foregoing provisions through its actions, through contracts, or through staff hired by MCAG.

7.2 Directors.

(a) The Board shall consist of each of the five Merced County Supervisors and one elected legislative official from each of the other Members. No Person shall be eligible for appointment to the Board unless he or she is serving in an elective position. Each of the city Members may appoint one elective Person as an alternate to serve in the absence of an appointed director. Directors and alternate directors who have been duly appointed and are serving at the time of the adoption of this Agreement may continue to serve in that capacity without any further action of the Member.

(b) Each Director, so long as a public official, shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by such Member.

(c) This Section 7.2 may only be modified by the unanimous consent of the Members.

7.3 Principal Place of Business. The principal place of business of MCAG shall be located within the Boundary of MCAG.

7.4 Officers.

(a) The Board shall select a Chair and a Vice Chair from among the Directors who shall hold office for a period of one year commencing July 1st. The Chair and Vice Chair shall alternate between a Member of the Merced County Board of Supervisors and a city Member representative. The positions shall rotate and there shall be no consecutive terms. These specifications are met with the adherence to the Chair Rotation Schedule adopted by the MCAG Board of Directors on June 15, 2017. The Rotation Schedule may be amended at the discretion of the Board from time to time but shall generally not result in consecutive terms or break the alternation between the County Board of Supervisors Members and the city Member.

(b) Executive Director. The Board shall utilize an Executive Director who shall be the chief executive officer of MCAG.

(c) Deputy Executive Director. The Executive Director may appoint a Deputy Executive Director who shall be a full-time employee of MCAG and who shall serve as Executive Director in the absence of the Executive Director.

(d) Finance Director. The Executive Director shall appoint a Finance Director who shall be a full-time employee of MCAG and who shall function under the guidance of the Executive Director.

(e) Secretary. The Board shall utilize the services of a Secretary who shall be an employee of MCAG.

(f) General Counsel. MCAG shall contract with an attorney licensed to practice in the State of California who shall serve as General Counsel to MCAG.

7.5 Designation of Law. As required by section 6509 of the Act, and in the absence of conflicting procedural rules, ordinances and resolutions adopted by the Board,

the procedural rules, ordinances and resolutions of the County of Merced are the governing law for MCAG.

ARTICLE 8. FINANCIAL MATTERS

8.1 Financial Matters.

(a) Budget. MCAG shall prepare and submit to the Board a budget and work plan for adoption prior to July 1 of each year for the ensuing Fiscal Year.

(b) Treasurer. The Finance Director of MCAG shall be the Treasurer pursuant to Government Code section 6505.6.

(c) Auditor. The Finance Director of MCAG shall be the Auditor pursuant to Government Code section 6505.6.

(d) Duties of Treasurer and Auditor. The Treasurer and/or Auditor, as appropriate, shall do all of the following:

(1) Receive and receipt for all money of MCAG and place it in the treasury of the Treasurer so designated to the credit of MCAG.

(2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all MCAG money so held by him or her.

(3) Pay, when due, all sums payable with respect to outstanding indebtedness of MCAG.

(4) Pay any other sums due from MCAG only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement.

(5) Make or contract to make an annual audit of the accounts and records of MCAG. The minimum standards of the audit shall be those prescribed for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing practices. A report of the audit shall be filed as public record with each of the Agencies within 12 months of the end of the Fiscal Year under examination. Any costs in making an audit in accordance with this Agreement shall be

borne by MCAG and shall be a charge against any unencumbered funds of MCAG available for the purpose.

(6) Draw warrants to pay demands against MCAG when the demands have been approved by any Person authorized to so approve in this Agreement.

(7) File an official bond or proof of insurance in an agreed amount pursuant to section 6505.1 of the Act.

(8) Perform any and all other functions necessary to effectuate this Agreement.

(e) Investment Policy. The investment policy of MCAG shall be the investment policy adopted by the Board.

(f) Revenue Bonds. MCAG may issue revenue bonds, but the revenue bonds shall not constitute a debt, liability, or obligation of an individual Member.

(g) Insurance/Indemnification.

MCAG shall maintain general liability insurance relating to its enumerated functions and shall indemnify, protect, defend and hold harmless all of the Members and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the MCAG's acts and/or omissions arising from and/or relating to this Agreement or any act and/or omission performed by a Member on behalf of MCAG or at the request of MCAG. This indemnity shall include Environmental Laws as herein defined.

ARTICLE 9. WITHDRAWAL FROM MCAG

9.1 Withdrawal Conditions. A Member may not withdraw from MCAG unless and until that Member:

(a) Liquidates in full its proportion of any and all existing debts, obligations and liabilities incurred, earned, or expected to be earned by the date of withdrawal,

including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, as determined by the Board. The liabilities of a withdrawing Member shall specifically include those resulting from acts or omissions when the withdrawing Member was a participating Member of MCAG.

(b) Has provided written notice of intent to withdraw, via a resolution of the governing body of the Member, at least one (1) year prior to the end of the Fiscal Year in which it intends to withdraw. Withdrawal shall be effective at the end of the fiscal year.

(c) This Section 9.1 may only be modified by the unanimous consent of the Members.

9.2 Costs of Withdrawal. A withdrawing Member shall be responsible for all costs associated with its withdrawal from MCAG. Such costs may include, but may not be limited to, MCAG staff time associated with ensuring the proper and complete withdrawal of the Member and costs of continuing contracts attributable to that Member. In determining the costs associated with the withdrawal of a Member, the withdrawing Member shall have the option of allowing MCAG to determine such costs or of hiring, at its own cost, an independent auditor approved by the Board to determine the costs associated with its withdrawal.

ARTICLE 10. TERMINATION

10.1 Termination Requirements. This Agreement may only be terminated by consent of all Members, and upon full and complete liquidation of all liabilities, including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, and the winding up of all MCAG business. Upon the date of termination ("Termination Date"), payment of any and all obligations and division of any and all assets of MCAG shall be conducted subject to the then applicable requirements of the law (currently Section 6511, et seq., of the Act) as follows:

(a) In the event of termination of MCAG where there is a successor public entity that will conduct all of the activities and assume all of its obligations, any and all MCAG assets and liabilities remaining upon termination shall be transferred to the

successor public agency.

(b) If there is no successor public agency that would conduct MCAG's activities, all assets and liabilities, including surplus money, shall be apportioned to each Member in proportion to population.

(c) If there is a successor public agency that would conduct some of MCAG's activities, then the Board shall allocate MCAG assets and liabilities, including surplus money, between the successor public agency and the Members. In such case the Member's portion of the allocation shall be based on subparagraph (b) above.

(d) By unanimous agreement of the Members, assets and liabilities may be disposed of, divided or distributed on a basis different from that established in this Article 10.

ARTICLE 11. BYLAWS

11.1 Bylaws. Bylaws may be adopted by the Board pursuant to which meetings of the Board shall be called. The Bylaws shall contain appropriate provisions for the transaction of business and describe the duties and powers of the Chair and Vice Chair and such other officers as may be appointed. To the extent the Bylaws conflict with this Agreement, the terms of this Agreement shall control. The Bylaws may be amended from time to time by majority vote of the Board after notice in accordance with the Bylaws.

ARTICLE 12. AMENDMENTS

12.1 With the exception of Article 10, Article 9, Section 7.2 and Section 4.2, this Agreement may be amended at any time by agreement of five Members, one of which must be the County of Merced. The County of Merced's agreement shall be evidenced by a resolution of the County Board of Supervisors. Agreement of a city Member shall be evidenced by a resolution of their respective City Council. However, no amendment may reduce the representation rights of a Member, or add to the duties or obligations of a Member without the agreement of such Member.

ARTICLE 13. MISCELLANEOUS

13.1 Filing with the Secretary of State. All notices required by Government Code

Sections 6503.5 and 53051 shall be filed by MCAG with the California Secretary of State.

13.2 Immunity. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which would apply to the activity of officers, agents, or employees of any such Member, when performing their respective functions within the territorial limits of the respective Members, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under this agreement outside the territorial limits of their Agencies.

13.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each Member. Notwithstanding the foregoing, no Member may assign any right or obligation hereunder without the written consent of all other Members.

13.3 Severability. If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

13.4 Headings. All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

13.5 Conflict of Interest Code. MCAG has adopted a conflict of interest code.

13.6 Disputes. Prior to filing a lawsuit, the parties shall attempt to resolve, in good faith, any and all disputes, claims or controversies arising out of or relating to this Agreement, including decisions and official actions of the Board, by participating in mediation, conducted by a mediator selected by the parties to the dispute. This provision may be invoked by any Member with written notice ("Notice of Mediation") to MCAG, or to the other Agency to the dispute, accompanied by a resolution of the invoking Agency's council or board invoking this provision. MCAG may also invoke this provision through a majority vote of the MCAG Board.

Once Mediation Notice is received by an Agency, the parties to the dispute, or their respective representative, shall select a mediator with appropriate expertise and experience with dispute resolution. If the parties are not able to stipulate to a mediator, then, within 10 business days of receiving the Mediation Notice, the parties shall simultaneously exchange a list of three mediators. Each party shall propose their list of mediators independently and without sharing their list with any other party. Within five business days of the exchange, the parties shall, independently and without comparing, rank all of the mediators exchanged in numerical order and exchange such rankings. The highest-ranking person shall be designated as the mediator. In the event of a tie, the earliest available person shall be designated as the mediator. If such mediator is not available to serve, or is otherwise conflicted, the parties shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator. The parties shall have 30 days from receipt of the Notice of Mediation to select a mediator.

The selected mediator, in consultation with the parties, shall establish the time and place of mediation, rules regarding the prompt exchange of information, and the exchange and preparation of written summaries (if necessary). The parties shall attempt in good faith to complete mediation of the dispute within 120 days of selection. The parties may, by unanimous agreement, establish a different timeframe for mediation. Such alternative timeframe must be in writing and agreed to within 90 days from receipt of the Mediation Notice. Such agreement may be executed by the parties' representatives. The parties agree to attend a minimum of two full-day mediation sessions if the matter cannot be resolved sooner. During the course of the mediation, no party can assert the failure to fully comply with the timelines established herein as a reason not to proceed or to delay the mediation.

The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until 15 days after conclusion of mediation. Conclusion of the mediation shall occur at the earliest of 1) execution of a settlement

agreement by all parties to the mediation, 2) declaration of the mediator that mediation is terminated, or 3) at the expiration of 120 days from the selection of the mediator (or alternative agreed upon timeframe for mediation) and the parties have attended two full-day mediation sessions. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

The mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

13.7 Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.

13.8 Authority to Bind. Each person signing below represents and warrants that he or she is authorized, by resolution or similar action, of their respective city council or board of supervisors to bind the Agency on whose behalf he or she executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

MERCED COUNTY BOARD OF SUPERVISORS

By: _____
Chairman

Dated: _____

ATTEST:

By: _____
Clerk of County Board of Supervisors

Approved as to Legal Form:

By: _____
County Counsel

CITY OF ATWATER

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

CITY OF DOS PALOS

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

CITY OF GUSTINE

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

CITY OF LIVINGSTON

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

CITY OF LOS BANOS

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

CITY OF MERCED

By: _____ Dated: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

EXHIBIT A

DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below.

Act

"Act" means the California Joint Exercise of Powers Law (California Government Code Section 6500 et seq.)

Agency/Agencies

"Agency/Agencies" means the County of Merced, City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, and City of Merced.

Agreement

"Agreement" means this Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

Auditor

"Auditor" means the Finance Director of MCAG.

Board

"Board" means the governing Board of Directors of MCAG, consisting of representatives from each of the Members as more fully described in Article 7 of this Agreement.

Chair

"Chair" means the Chair of the MCAG Board, as described in Article 7 of this Agreement and the Bylaws.

Director

"Director" means the Member representatives appointed to serve on the governing Board of Directors.

Environmental Laws

"Environmental Laws" means all federal and state statutes and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitations, the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, 42 USC §9601, et seq.; the Resource Conservation and Recovery Act, 42 USC §6902, et seq.; the Federal Clean Water Act, 33 USC §1251, et seq.; the Toxic Substances Control Act, 15 USC §1601, et seq.; the Occupational Safety and Health Act, 29 USC §651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100, et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5, et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000, et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Fiscal Year

"Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

Legislation

"Legislation" means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

MCAG

"MCAG" means Merced County Association of Governments or "Authority".

Member

"Member" means any Agency (as defined above) which signs onto this Agreement.

Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

Term

"Term" means the period of time specified in Article 4 of this Agreement.

Treasurer

"Treasurer" means the Finance Director of MCAG.