

City Council Agenda



AUGUST 12, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
William DeHart, Jr. **Forrest White**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **A. CALL TO ORDER**
 - B. PRESENTATION OF COLORS AND SALUTE TO THE FLAG:**
Turlock Fire Department Honor Guard

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:**
 - A. Proclamation: Retirement of City Employee, Jeri Gilley, Finance Customer Service Supervisor
 - B. Recognition: Employee Recognition

3. **A. SPECIAL BRIEFINGS:** None
 - B. STAFF UPDATES**
 1. Capital Projects and Building Activity (*Pitcock*)
 2. Landscape Water Conservation (*VanGuilder*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

B. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Scheduled Matter Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable
 - a. State for the public record the nature of the communication; and
 - b. With whom the ex parte communication was made; and
 - c. A brief statement as to the substance of the communication.

5. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A. Resolution: Accepting Demands of 7/3/14 in the amount of \$1,375,357.02; Demands of 7/10/14 in the amount of \$1,294,675.85
- B. Motion: Accepting Minutes of Regular Meeting of July 22, 2014
- C.
 1. Motion: Making the determination that City Project No. 13-51, "Fulkerth Bus Stop Improvements," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures)
 2. Motion: Awarding bid and approving an agreement in the amount of \$14,600 (Fund 426) with Taylor Backhoe Service, Inc., of Merced, California, for City Project No. 13-51, "Fulkerth Bus Stop Improvements"
- D. Motion: Approving a service agreement with Joe Gomes & Sons, Inc., for a 24-hour offsite card lock system for gasoline and diesel fuel services for a period of thirty-six (36) months, in an amount not to exceed \$600,000 annually
- E. Resolution: Re-appropriating \$3,552 of unspent funds from Fiscal Year 2013-14 to account number 269-60-614-380.47124 "Parks Donation Expenses" from Fund 269 "Parks Donation-General" reserve balance for the purchase of the "Quaile Rand Norton Park" sign
- F.
 1. Motion: Approving an agreement with Collicutt Energy Services, Inc., for annual maintenance and inspection and service repairs for Kohler generator for the Public Safety Facility for a period of twelve (12) months, in an annual amount not to exceed \$2,100 for preventive maintenance and up to an additional \$2,900 for unexpected service repairs
 2. Resolution: Appropriating \$5,000 to account number 110-20-200.43125_025 "Maintenance Generator Repair & Maintenance" from Fund 110 "General Fund" reserve balance for the annual preventive maintenance and inspection and service repairs for the Kohler generator at the Turlock Public Safety Facility

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- G. Resolution: Appropriating funds in the amount of \$42,527 to Fund 266-20-255-341.51107 "JAG Expenses" for the purchase of front line police equipment authorized by the 2012 and 2013 JAG Grants previously awarded and accepted
 - H. Resolution: Adopting the response letter provided by Turlock Police Chief Robert Jackson to the Civil Grand Jury regarding Case 14-25GJ and authorizing the City Clerk to provide verification of such adoption to the Civil Grand Jury

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

- A. Request for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair. (*Van Guilder*)

Recommended Action:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

8. **SCHEDULED MATTERS:**

- A. Request to approve a Memorandum of Understanding among Stanislaus County Office of Education, City of Turlock and Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the ASES Program (Supporting After School for Everyone). (*Packwood*)

Recommended Action:

Motion: Approving a Memorandum of Understanding among Stanislaus County Office of Education, City of Turlock and Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the ASES Program (Supporting After School for Everyone)

- B. Request to approve a Memorandum of Understanding (MOU) between the City of Turlock and the Stanislaus County Regional Apprehension Team (RAT) to locate noncompliant offenders within Stanislaus County through proactive enforcement, and authorizing the City Manager and the Chief of Police to execute the MOU. (*Jackson*)

Recommended Action:

Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock and the Stanislaus County Regional Apprehension Team (RAT) to locate noncompliant offenders within Stanislaus County through proactive enforcement, and authorizing the City Manager and the Chief of Police to execute the MOU

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION

- A. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
Property: 153 S. Broadway, Turlock, CA (APN No. 061-016-046-000)
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Bonander Properties (c/o FMT Marilyn Bessey)
Under Negotiation: Price and terms of payment
- B. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b) (1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Manager
- C. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b) (1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Attorney
- D. Conference with Labor Negotiators, Cal. Gov't Code §54957.6
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiator: Mayor John Lazar
Unrepresented Employees: City Manager, City Attorney

- E. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees:
Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

2 A

IN HONOR OF
THE RETIREMENT OF
JERI GILLEY
FINANCE CUSTOMER SERVICE SUPERVISOR

July 2, 2014

WHEREAS, Jeri Gilley, Finance Customer Services Supervisor, started her career in the Finance Division as an Account Clerk II with the City of Turlock in February 1986; and

WHEREAS, Jeri Gilley provided exceptional customer service to the citizens of Turlock; and

WHEREAS, Jeri Gilley was instrumental in organizing and maintaining the billing and collection of utility accounts, transient occupancy tax, business licenses, miscellaneous billing and transit ticket sales for the Finance Division; and guided the utility billing transition to a new software system and metered billing for water usage in 2009; and

WHEREAS, Jeri Gilley was a valuable and productive member of the Finance Division; and

WHEREAS, Jeri Gilley has faithfully and conscientiously served the City of Turlock and its citizens for 28 years; and

WHEREAS, Jeri Gilley retired from her position as Finance Customer Services Supervisor effective July 2, 2014; and

WHEREAS, Jeri Gilley has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Jeri Gilley for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend Jeri Gilley, Finance Customer Services Supervisor, for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of July, 2014.

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 7/3/14 IN THE AMOUNT OF }
\$1,375,357.02; DEMANDS OF 7/10/14 IN THE }
AMOUNT OF \$1,294,675.85 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
7/3/14	\$1,375,357.02
7/10/14	\$1,294,675.85

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

Payment Register

From Payment Date: 6/27/2014 - To Payment Date: 7/3/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
98269	07/02/2014	Open			Utility Management Refund	ALLEN, ELIZABETH, J	\$55.53		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2.53		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$28.95		
	420 - WATER			420.11000 (Cash)			\$24.05		
98270	07/02/2014	Open			Utility Management Refund	BRILLIANT NEST INC	\$110.10		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$110.10		
98271	07/02/2014	Open			Utility Management Refund	DHILLON, AMRINDER, S	\$339.07		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$0.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1.43		
	420 - WATER			420.11000 (Cash)			\$336.80		
98272	07/02/2014	Open			Utility Management Refund	ELSLEY, MELODY	\$116.02		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$116.02		
98273	07/02/2014	Open			Utility Management Refund	FORTIN, MARC	\$134.83		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$134.83		
98274	07/02/2014	Open			Utility Management Refund	GILLESPIE, LISA	\$67.76		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$67.76		
98275	07/02/2014	Open			Utility Management Refund	GRIGGS, JOANI	\$276.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5.73		
	420 - WATER			420.11000 (Cash)			\$266.92		
98276	07/02/2014	Open			Utility Management Refund	HANSON, MARLIN	\$88.80		

5A.

Payment Register

From Payment Date: 6/27/2014 - To Payment Date: 7/3/2014

Paying Fund		Cash Account	Amount
98277	420 - WATER	420.11000 (Cash)	\$88.80
	07/02/2014	Open	
		Utility Management Refund	
		HENSLEY PROPERTIES	\$160.42
98278	110 - General Fund	110.11000 (Cash)	\$2.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2.89
	420 - WATER	420.11000 (Cash)	\$155.53
	07/02/2014	Open	
		Utility Management Refund	
		HENSLEY PROPERTIES	\$164.35
98279	420 - WATER	420.11000 (Cash)	\$1.10
	07/02/2014	Open	
		Utility Management Refund	
		JACAB CORPORATION	\$1.43
			\$161.82
98280	420 - WATER	420.11000 (Cash)	\$41.90
	07/02/2014	Open	
		Utility Management Refund	
		JIMENEZ, EDUARDO, J	\$120.97
98281	420 - WATER	420.11000 (Cash)	\$120.97
	07/02/2014	Open	
		Utility Management Refund	
		KING, GINA, MARIE	\$226.53
98282	420 - WATER	420.11000 (Cash)	\$226.53
	07/02/2014	Open	
		Utility Management Refund	
		LARSON, KEITH, G	\$92.10
98283	420 - WATER	420.11000 (Cash)	\$92.10
	07/02/2014	Open	
		Utility Management Refund	
		PALLIOS PROPERTIES	\$120.50
98284	420 - WATER	420.11000 (Cash)	\$120.50
	07/02/2014	Open	
		Utility Management Refund	
		PANTOJA, JORGE	\$67.00
98285	420 - WATER	420.11000 (Cash)	\$67.00
	07/02/2014	Open	
		Utility Management Refund	
		PARK, SOO	\$299.25

Payment Register

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98286	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	RIGGS, JERRY	\$299.25
	Paying Fund		Cash Account			Amount
98287	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	ROJAS-BANOS, DAVID, O	\$180.90
	Paying Fund		Cash Account			Amount
98288	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	SAHOTA, PARDEEP, S	\$166.20
	Paying Fund		Cash Account			Amount
98289	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	SEQUOIA PROPERTY MANAGEMENT	\$106.05
	Paying Fund		Cash Account			Amount
98290	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	WOODRIDGE ASSET FUND LLC	\$736.00
	Paying Fund		Cash Account			Amount
98291	420 - WATER 07/02/2014	Open	420.11000 (Cash)	Utility Management Refund	WRIGHT TRS, VICTOR	\$52.07
	Paying Fund		Cash Account			Amount
98292	420 - WATER 07/03/2014	Open	420.11000 (Cash)	Accounts Payable	A & A PORTABLES INC	\$596.63
	Paying Fund		Cash Account			Amount
98293	246 - Landscape Assessments 301 - Capital Improvements 07/03/2014	Open	246.11000 (Cash) 301.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING	\$79.76 \$516.87
	Paying Fund		Cash Account			Amount
98294	110 - General Fund 07/03/2014	Open	110.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING	\$33.76
	Paying Fund		Cash Account			Amount
98295	110 - General Fund 07/03/2014	Open	110.11000 (Cash)	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$76.73
	Paying Fund		Cash Account			Amount
98296	502 - Engineering 07/03/2014	Open	502.11000 (Cash)	Accounts Payable	ANDREWS ELECTRIC MOTORS	\$507.34
	Paying Fund		Cash Account			Amount

Payment Register

From Payment Date: 6/27/2014 - To Payment Date: 7/3/2014

Paying Fund	Cash Account	Amount
98297	420 - WATER 07/03/2014 Open Paying Fund	\$4,045.17
	Accounts Payable	ARMOR FIRE EXTINGUISHER
98298	110 - General Fund 07/03/2014 Open Paying Fund	\$31.84
	Accounts Payable	AT & T
98299	110 - General Fund 07/03/2014 Open Paying Fund	\$359.68
	Accounts Payable	AT&T INFO SYSTEM
98300	110 - General Fund 07/03/2014 Open Paying Fund	\$3,057.99
	Accounts Payable	AT&T MOBILITY
98301	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 502 - Engineering 07/03/2014 Open Paying Fund	\$786.69
	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
98302	110 - General Fund 07/03/2014 Open Paying Fund	\$12.07
	Accounts Payable	AVAYA INC
98303	110 - General Fund 07/03/2014 Open Paying Fund	\$1,694.03
	Accounts Payable	BALSWICK'S TIRE SHOP INC
98304	110 - General Fund 07/03/2014 Open Paying Fund	\$150.00
	Accounts Payable	CALIBRATION TECHNOLOGIES, INC.
98305	110 - General Fund 07/03/2014 Open Paying Fund	\$123.57
	Accounts Payable	CALIF DEPT OF TRANS
98306	216 - Streets - Local Transportation 07/03/2014 Open Paying Fund	\$108,078.49
	Accounts Payable	CAROLLO ENGINEERS
	410 - WATER QUALITY CONTROL (WQC) 415 - Sewer Bond Projects	\$16,761.43 \$54,741.38

Payment Register

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98307	420 - WATER 07/03/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	CENTRAL VALLEY CONCRETE	\$36,575.68
			Cash Account			\$111.66
98308	246 - Landscape Assessment 07/03/2014 Paying Fund	Open	246.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$2,610.35
			Cash Account			
98309	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Paying Fund	Open	110.11000 (Cash) 410.11000 (Cash)	Accounts Payable	CHARTER COMMUNICATIONS	\$73.83
			Cash Account			
98310	110 - General Fund 07/03/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CITY OF TURLOCK POLICE DEPARTMENT	\$2,500.00
			Cash Account			
98311	201 - Asset Forfeiture 07/03/2014 Paying Fund	Open	201.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$2,500.00
			Cash Account			
98312	511 - Health Care 07/03/2014 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$235,620.84
			Cash Account			\$467.61
98313	420 - WATER 07/03/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	D C VIENT INC	\$25,264.45
			Cash Account			
98314	305 - Capital Facility Fees 07/03/2014 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	\$206.25
			Cash Account			
98315	420 - WATER 07/03/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	DELTA WIRELESS & NETWORK	\$592.66
			Cash Account			
98316	110 - General Fund 07/03/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	DULEY'S LANDSCAPING INC	\$26,460.26
			Cash Account			
98317	305 - Capital Facility Fees 07/03/2014 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	EQUIFAX	\$22.20
			Cash Account			
	110 - General Fund		110.11000 (Cash)			\$22.20

Payment Register

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98318	07/03/2014	Open	Accounts Payable	FRAZIER MASONRY CORP	Amount
	Paying Fund		Cash Account		
	305 - Capital Facility Fees		305.11000 (Cash)		\$61,984.90
98319	07/03/2014	Open	Accounts Payable	GANT/LINE-X OF TURLOCK, WADE, ALLEN	\$490.63
	Paying Fund		Cash Account		Amount
	112 - GF Reserve for Capital Purchases		112.11000 (Cash)		\$490.63
98320	07/03/2014	Open	Accounts Payable	GRAINGER INC, W W	\$1,968.44
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,949.54
	420 - WATER		420.11000 (Cash)		\$18.90
98321	07/03/2014	Open	Accounts Payable	HILMAR READY MIX	\$115.70
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		\$115.70
98322	07/03/2014	Open	Accounts Payable	HUB INT'L OF CA INS SVC	\$1,369.96
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$1,369.96
98323	07/03/2014	Open	Accounts Payable	INDEPENDENT ELECTRIC INC	\$3,607.77
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		\$560.19
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,279.38
	420 - WATER		420.11000 (Cash)		\$1,768.20
98324	07/03/2014	Open	Accounts Payable	IPMA-CCC	\$80.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$80.00
98325	07/03/2014	Open	Accounts Payable	ITRON INC	\$2,073.93
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		\$2,073.93
98326	07/03/2014	Open	Accounts Payable	LEHIGH HANSON INC	\$225.26
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		\$225.26
98327	07/03/2014	Open	Accounts Payable	MARK III CONSTRUCTION INC	\$12,199.64
	Paying Fund		Cash Account		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		\$12,199.64
98328	07/03/2014	Open	Accounts Payable	MARKO CONSTRUCTION GROUP, INC	\$22,534.34
	Paying Fund		Cash Account		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		\$22,534.34

Payment Register

From Payment Date: 6/27/2014 - To Payment Date: 7/3/2014

Payment ID	Payment Date	Open	Paying Fund	Account Type	Account Name	Amount
98329	07/03/2014	Open	110 - General Fund	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$204.00
				Cash Account		
			426 - Transit - Fixed Route			\$204.00
98330	07/03/2014	Open	110 - General Fund	Accounts Payable	MC GEE, RON	\$3,500.00
				Cash Account		
			110.11000 (Cash)			\$2,450.00
			270.11000 (Cash)			\$1,050.00
98331	07/03/2014	Open	110 - General Fund	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$241.33
				Cash Account		
			110.11000 (Cash)			\$241.33
98332	07/03/2014	Open	110 - General Fund	Accounts Payable	MODERN BUILDING INC	\$36,922.67
				Cash Account		
			305.11000 (Cash)			\$36,922.67
98333	07/03/2014	Open	110 - General Fund	Accounts Payable	MODESTO MACHINE WORKS	\$218.00
				Cash Account		
			410.11000 (Cash)			\$218.00
98334	07/03/2014	Open	110 - General Fund	Accounts Payable	MODESTO POLICE DEPARTMENT	\$59,017.50
				Cash Account		
			110.11000 (Cash)			\$59,017.50
98335	07/03/2014	Open	110 - General Fund	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$4,976.50
				Cash Account		
			110.11000 (Cash)			\$4,976.50
98336	07/03/2014	Open	110 - General Fund	Accounts Payable	NAPA AUTO PARTS	\$13.32
				Cash Account		
			426.11000 (Cash)			\$13.32
98337	07/03/2014	Open	110 - General Fund	Accounts Payable	NEW WORLD SYSTEM CORP	\$2,700.00
				Cash Account		
			227.11000 (Cash)			\$2,700.00
98338	07/03/2014	Open	110 - General Fund	Accounts Payable	OUTDOOR CREATIONS INC	\$3,551.63
				Cash Account		
			269.11000 (Cash)			\$3,551.63
98339	07/03/2014	Open	110 - General Fund	Accounts Payable	PAPE MACHINERY	\$2,037.10
				Cash Account		
			217.11000 (Cash)			\$2,037.10
98340	07/03/2014	Open	110 - General Fund	Accounts Payable	PATRIAS ELEC CONT, DARRAL	\$7,736.24
				Cash Account		
			217.11000 (Cash)			\$7,736.24

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98341	305 - Capital Facility Fees 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	PAUL'S GLASS CO	\$7,736.24 Amount	\$406.44
98342	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	PAUL'S PAINT COMPANY	\$406.44 Amount	\$183.01
98343	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	PLATT ELECTRIC SUPPLY	\$183.01 Amount	\$1,285.94
98344	246 - Landscape Assessment 420 - WATER 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	PRESORT CTR STOCKTON INC	\$397.17 Amount	\$886.77
98345	110 - General Fund 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	PROVOST AND PRITCHARD ENGINEERING GROUP	\$1,468.64 Amount	\$2,145.50
98346	420 - WATER 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	RANDIK PAPER CO	\$2,145.50 Amount	\$1,003.30
98347	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	ROBIC REFRIGERATION INC	\$1,003.30 Amount	\$283.14
98348	110 - General Fund 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	ROMEO MEDICAL CLINIC	\$283.14 Amount	\$5,384.00
98349	110 - General Fund 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	SAFE-T-LITE CO INC	\$5,384.00 Amount	\$422.85
98350	217 - Streets - Gas Tax 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	SECURE DELIVERY	\$422.85 Amount	\$244.00
98351	420 - WATER 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	SHELL FLEET PLUS	\$244.00 Amount	\$206.55
98352	110 - General Fund 07/03/2014 Open Paying Fund	Accounts Payable Cash Account	SHORE CHEMICAL COMPANY	\$206.55 Amount	\$45.63

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Paying Fund	Cash Account	Amount
98353	420 - WATER 07/03/2014 Open Paying Fund	\$45.63
	Accounts Payable	SIEMENS INDUSTRY INC
98354	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	\$2,477.39
	Accounts Payable	SIERRA CHEMICAL CO
98355	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	\$6,912.68
	Accounts Payable	SIERRA FOOTHILL LAB INC
98356	410 - WATER QUALITY CONTROL (WQC) 07/03/2014 Open Paying Fund	\$275.00
	Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC
98357	426 - Transit - Fixed Route 07/03/2014 Open Paying Fund	\$322.50
	Accounts Payable	STANISLAUS CO SHERIFFS
98358	110 - General Fund 07/03/2014 Open Paying Fund	\$511.72
	Accounts Payable	STANISLAUS COUNTY
98359	110 - General Fund 07/03/2014 Open Paying Fund	\$4,662.02
	Accounts Payable	STOMMEL, INC.
98360	112 - GF Reserve for Capital Purchases 242 - Computer Replacement 07/03/2014 Open Paying Fund	\$7,699.98 \$2,928.73
	Accounts Payable	T I D
98361	110 - General Fund 205 - Sports Facilities 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - Fixed Route 505 - Fleet 07/03/2014 Open Paying Fund	\$3,326.15 \$5,269.91 \$13,781.11 \$3,067.68 \$73,456.95 \$242.74 \$1,354.24
	Accounts Payable	TARLTON & SON INC
	305 - Capital Facility Fees	\$246,065.62

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Account Number	Payment Date	Open	Account Name	Account Type	Account Number	Amount
98362	07/03/2014	Open	Accounts Payable	TG HYDRAULICS		\$187.74
	Paying Fund		Cash Account			
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$187.74
98363	07/03/2014	Open	Accounts Payable	TIRE DIST SYSTEM INC		\$1,914.33
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$810.90
	217 - Streets - Gas Tax		217.11000 (Cash)			\$27.75
	246 - Landscape Assessment		246.11000 (Cash)			\$333.96
	420 - WATER		420.11000 (Cash)			\$741.72
98364	07/03/2014	Open	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC		\$15,000.00
	Paying Fund		Cash Account			
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$7,500.00
	420 - WATER		420.11000 (Cash)			\$7,500.00
98365	07/03/2014	Open	Accounts Payable	TRANSIT CAPITAL SUPPORT		\$15,137.00
	Paying Fund		Cash Account			
	426 - Transit - Fixed Route		426.11000 (Cash)			\$15,137.00
98366	07/03/2014	Open	Accounts Payable	TREES, INC.		\$1,163.63
	Paying Fund		Cash Account			
	217 - Streets - Gas Tax		217.11000 (Cash)			\$447.55
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$716.08
98367	07/03/2014	Open	Accounts Payable	TURLOCK SCAVENGER CO INC		\$150,035.05
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$150,035.05
98368	07/03/2014	Open	Accounts Payable	UNITED PAVEMENT MAINTENANCE		\$36,148.93
	Paying Fund		Cash Account			
	269 - Parks & Public Facilities Grants		269.11000 (Cash)			\$36,148.93
98369	07/03/2014	Open	Accounts Payable	UNIVAR USA INC		\$11,780.66
	Paying Fund		Cash Account			
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$11,780.66
98370	07/03/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC		\$824.23
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$824.23
98371	07/03/2014	Open	Accounts Payable	VERIZON WIRELESS		\$132.74
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$132.74
98372	07/03/2014	Open	Accounts Payable	WALKER ASSOC INC, LARRY		\$600.00

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Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$600.00
98373	07/03/2014 Open	
	Accounts Payable	WARDEN'S OFFICE INC
	Cash Account	Amount
	305.11000 (Cash)	\$349.78
305 - Capital Facility Fees		
98374	07/03/2014 Open	
	Accounts Payable	WILLEY PRINTING CO
	Cash Account	Amount
	426.11000 (Cash)	\$1,396.98
426 - Transit - Fixed Route		
98375	07/03/2014 Open	
	Accounts Payable	GUTIERREZ, ORLANDO
	Cash Account	Amount
	420.11000 (Cash)	\$45.00
420 - WATER		
98376	07/03/2014 Open	
	Accounts Payable	MC COY WILBUR COMMUNITY
	Cash Account	Amount
	110.11000 (Cash)	\$1,100.00
110 - General Fund		
98377	420.11000 (Cash)	(\$440.00)
	Accounts Payable	MC ROY WILBUR COMMUNITY
	Cash Account	Amount
	110.11000 (Cash)	\$1,100.00
110 - General Fund		
98378	420.11000 (Cash)	(\$440.00)
	Accounts Payable	MC ROY WILBUR COMMUNITY
	Cash Account	Amount
	110.11000 (Cash)	\$1,100.00
110 - General Fund		
98379	420.11000 (Cash)	(\$440.00)
	Accounts Payable	PITT, MARYN
	Cash Account	Amount
	121.11000 (Cash)	\$600.00
121 - Tourism-City Share & Econ Devel		
98380	07/03/2014 Open	
	Accounts Payable	RODRIGUEZ, JOSEPH
	Cash Account	Amount
	110.11000 (Cash)	\$1,716.36
110 - General Fund		
98381	07/03/2014 Open	
	Accounts Payable	SERATO, MICHELLE
	Cash Account	Amount
	110.11000 (Cash)	\$150.00
110 - General Fund		
98382	07/03/2014 Open	
	Accounts Payable	VIVO, MEGAN
	Cash Account	Amount
	420.11000 (Cash)	\$135.00
420 - WATER		
98383	07/03/2014 Open	
	Accounts Payable	AFLAC
	Cash Account	Amount
	420.11000 (Cash)	\$5,249.25

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98384	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	Amount	\$5,249.25
98385	511 - Health Care 07/03/2014 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN-	Amount	\$40,069.68
98386	511 - Health Care 07/03/2014 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN/	Amount	\$4,502.77
98387	511 - Health Care 07/03/2014 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN/	Amount	\$1,508.90
98388	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	FARIA, JAMIE	Amount	\$242.00
98389	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	ING LIFE INSURANCE AND	Amount	\$26.00
98390	242 - Computer Replacement 07/03/2014 Paying Fund	Open	242.11000 (Cash)	Accounts Payable	INNOVATIVE GLOBAL TECHNOLOGY GROUP	Amount	\$4,000.00
98391	501 - Information Technology 07/03/2014 Paying Fund	Open	501.11000 (Cash)	Accounts Payable	SAFE SOFTWARE INC	Amount	\$900.00
98392	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	STANISLAUS CTY SHERIFF	Amount	\$406.13
98393	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	STANISLAUS CTY SHERIFF	Amount	\$671.04
98394	104 - Payroll Clearing Fund 07/03/2014 Paying Fund	Open	104.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	Amount	\$439.13
98395	110 - General Fund 07/03/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	TRAINING INNOVATIONS INC	Amount	\$600.00
				Accounts Payable	VERGE TECHNOLOGIES INC	Amount	\$46,996.05

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110 - General Fund
 242 - Computer Replacement
 501 - Information Technology

110.11000 (Cash) \$3,596.05
 242.11000 (Cash) \$40,000.00
 501.11000 (Cash) \$3,400.00

Type Check Totals:

AP - Accounts Payable Totals

127 Transactions

\$1,375,357.02

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,375,357.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,375,357.02	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,375,357.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,375,357.02	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,375,357.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,375,357.02	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,375,357.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,375,357.02	\$0.00

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
98396	07/07/2014	Open		Cash Account	Accounts Payable	WESTAMERICA BANK	\$1,000.00		
	Paying Fund			256.11000 (Cash)					
	256 - Stanislaus Housing Consortia								\$1,000.00
98397	07/07/2014	Open		Cash Account	Utility Management Refund	CARRASCO, FRANCISCO, JAVIER	\$131.24		
	Paying Fund			420.11000 (Cash)					
98398	07/07/2014	Open		Cash Account	Utility Management Refund	HARRIS, ANNA	\$155.68		
	Paying Fund			420.11000 (Cash)					
98399	07/07/2014	Open		Cash Account	Utility Management Refund	MILLERICK ENGINEERING	\$63.56		
	Paying Fund			420.11000 (Cash)					
98400	07/07/2014	Open		Cash Account	Utility Management Refund	RENTERIA, JESSE	\$238.34		
	Paying Fund			420.11000 (Cash)					
98401	07/07/2014	Open		Cash Account	Utility Management Refund	SINGH, JASPREET	\$169.60		
	Paying Fund			420.11000 (Cash)					
98402	07/07/2014	Open		Cash Account	Utility Management Refund	TOMEH, EFSHALIM	\$2.49		
	Paying Fund			420.11000 (Cash)					
98403	07/07/2014	Open		Cash Account	Utility Management Refund	VANDEPOL, RICHARD	\$141.71		
	Paying Fund			420.11000 (Cash)					
98404	07/08/2014	Open		Cash Account	Licensing Refund	TURLOCK DIALYSIS CENTER	\$1,755.00		
	Paying Fund			110.11000 (Cash)					
	110 - General Fund								\$1,755.00
98405	07/10/2014	Open		Cash Account	Accounts Payable	A & G SALES PROMOTION LTD	\$301.49		
	Paying Fund								

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Account Number	Account Name	Account Type	Account Description	Amount
98406	110 - General Fund	Open	110.11000 (Cash)	\$301.49
	07/10/2014	Open	Accounts Payable	
	Paying Fund		AT&T / CALNET 2	\$751.63
	110 - General Fund	Open	Cash Account	Amount
	255 - CDBG	Open	110.11000 (Cash)	\$298.77
	405 - Building	Open	255.11000 (Cash)	\$45.40
	410 - WATER QUALITY CONTROL (WQC)	Open	405.11000 (Cash)	\$47.05
	420 - WATER	Open	410.11000 (Cash)	\$175.58
	502 - Engineering	Open	420.11000 (Cash)	\$175.58
	07/10/2014	Open	502.11000 (Cash)	\$9.25
98407	110 - General Fund	Open	Accounts Payable	\$8.00
	07/10/2014	Open	CARNEGIE ARTS CENTER FOUNDATION	
	Paying Fund		Cash Account	Amount
	104 - Payroll Clearing Fund	Open	104.11000 (Cash)	\$8.00
98408	110 - General Fund	Open	Accounts Payable	\$176.06
	07/10/2014	Open	CITY OF TURLOCK - CASH	
	Paying Fund		Cash Account	Amount
	110 - General Fund	Open	110.11000 (Cash)	\$131.48
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	\$13.27
	420 - WATER	Open	420.11000 (Cash)	\$31.31
98409	110 - General Fund	Open	Accounts Payable	\$179,044.75
	07/10/2014	Open	CLARK BROS INC	
	Paying Fund		Cash Account	Amount
	420 - WATER	Open	420.11000 (Cash)	\$179,044.75
98410	110 - General Fund	Open	Accounts Payable	\$162,057.06
	07/10/2014	Open	COMBINED BENEFITS ADMIN C	
	Paying Fund		Cash Account	Amount
	511 - Health Care	Open	511.11000 (Cash)	\$162,057.06
98411	110 - General Fund	Open	Accounts Payable	\$3,316.66
	07/10/2014	Open	COSTCO	
	Paying Fund		Cash Account	Amount
	110 - General Fund	Open	110.11000 (Cash)	\$1,319.97
	270 - Recreation Grants	Open	270.11000 (Cash)	\$1,555.12
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	\$147.19
	420 - WATER	Open	420.11000 (Cash)	\$294.38
98412	110 - General Fund	Open	Accounts Payable	\$5,000.00
	07/10/2014	Open	CVCWA	
	Paying Fund		Cash Account	Amount
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	\$5,000.00
98413	110 - General Fund	Open	Accounts Payable	\$268,000.00
	07/10/2014	Open	DEL PUERTO WATER DISTRICT	
	Paying Fund		Cash Account	Amount
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	\$268,000.00
98414	110 - General Fund	Open	Accounts Payable	\$2,289.60
	07/10/2014	Open	EDWARDS, TROY J	

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Paying Fund	Cash Account	Amount
98415	110 - General Fund 07/10/2014 Open	\$2,289.60
	Accounts Payable	ENGEO INC.
	Paying Fund	Amount
98416	215 - Streets - Grant Funded Projects 269 - Parks & Public Facilities Grants 07/10/2014 Open	\$10,718.00 \$1,651.00
	Accounts Payable	FIRST AMERICAN TITLE INC
	Paying Fund	Amount
98417	257 - State HOME Funds 07/10/2014 Open	\$43,800.00
	Accounts Payable	JUSTUS LAWNMOWER SHOP INC
	Paying Fund	Amount
98418	217 - Streets - Gas Tax 07/10/2014 Open	\$7,248.58
	Accounts Payable	LINCOLN EQUIPMENT INC
	Paying Fund	Amount
98419	110 - General Fund 07/10/2014 Open	\$37.33
	Accounts Payable	OUTDOOR CREATIONS INC
	Paying Fund	Amount
98420	228 - Park Development Tax 07/10/2014 Open	\$2,717.33
	Accounts Payable	P G & E
	Paying Fund	Amount
98421	110 - General Fund 07/10/2014 Open	\$7.84
	Accounts Payable	SHARPENING SHOP
	Paying Fund	Amount
98422	246 - Landscape Assessment 07/10/2014 Open	\$11,708.74
	Accounts Payable	SOUTHWEST SCHOOL &
	Paying Fund	Amount
98423	270 - Recreation Grants 07/10/2014 Open	\$1,771.02
	Accounts Payable	T I D
	Paying Fund	Amount
	110 - General Fund	Amount
	216 - Streets - Local Transportation	\$3,391.14
	410 - WATER QUALITY CONTROL (WQC)	\$1,266.83
	420 - WATER	\$125,117.33
	426 - Transit - Fixed Route	\$17,857.82
	505 - Fleet	\$339.56
98424	07/10/2014 Open	\$2,481.49
	Accounts Payable	TID
	Paying Fund	Amount

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98425	215 - Streets - Grant Funded Projects 07/10/2014 Paying Fund	Open	215.11000 (Cash)	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$1,077.25
			Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$2,500.00
	420 - WATER		420.11000 (Cash)			\$2,500.00
98426	07/10/2014 Paying Fund	Open		Accounts Payable	TREES, INC.	\$1,879.71
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$716.08
	217 - Streets - Gas Tax		217.11000 (Cash)			\$1,163.63
98427	07/10/2014 Paying Fund	Open		Accounts Payable	TRIMAX MOWING SYSTEMS	\$19,641.56
			Cash Account			Amount
	506 - Vehicle/Equipment Replacement		506.11000 (Cash)		TURLOCK SCAVENGER CO INC	\$19,641.56
98428	07/10/2014 Paying Fund	Open		Accounts Payable		\$400,000.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$400,000.00
98429	07/10/2014 Paying Fund	Open		Accounts Payable	TURLOCK UMPIRE GROUP	\$4,260.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$4,260.00
98430	07/10/2014 Paying Fund	Open		Accounts Payable	TURLOCK UNIFIED	\$1,386.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$1,386.00
98431	07/10/2014 Paying Fund	Open		Accounts Payable	AMIRFAR, NINO	\$600.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$600.00
98432	07/10/2014 Paying Fund	Open		Accounts Payable	CALLAWAY, MARK	\$18.00
			Cash Account			Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)			\$18.00
98433	07/10/2014 Paying Fund	Open		Accounts Payable	DUBREE, STACEY	\$18.00
			Cash Account			Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)			\$18.00
98434	07/10/2014 Paying Fund	Open		Accounts Payable	FULTZ, RICH	\$600.00
			Cash Account			Amount
	502 - Engineering		502.11000 (Cash)			\$600.00
98435	07/10/2014 Paying Fund	Open		Accounts Payable	HIS TREE SERVICE	\$605.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$605.00
98436	07/10/2014 Paying Fund	Open		Accounts Payable	LEWIS, DIANA	\$600.00
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$600.00

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$600.00
98437 07/10/2014 Open	Accounts Payable	\$288.15
	LORENZI, MARIE	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$288.15
98438 07/10/2014 Open	Accounts Payable	\$24.30
	MORENO PAREDES, JOSE	
Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortia	256.11000 (Cash)	\$12.15
258 - Housing Stimulus Funds	258.11000 (Cash)	\$12.15
98439 07/10/2014 Open	Accounts Payable	\$600.00
	PACHECO, MIGUEL	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$600.00
98440 07/10/2014 Open	Accounts Payable	\$600.00
	PITT, MARYN	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$600.00
98441 07/10/2014 Open	Accounts Payable	\$550.00
	R & D LANDSCAPING & UNDERGROUND CONSTRUCTION	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$550.00
98442 07/10/2014 Open	Accounts Payable	\$500.00
	TONARELLI, STACEY	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
98443 07/10/2014 Open	Accounts Payable	\$1,075.00
	TURLOCK DIALYSIS CENTER	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$1,075.00
98444 07/10/2014 Open	Accounts Payable	\$18.00
	VIEIRA, ELIZABETH	
Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
98445 07/10/2014 Open	Accounts Payable	\$600.00
	WEAVER, KELLIE	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$600.00
98446 07/10/2014 Open	Accounts Payable	\$18.00
	WILEY, ROMELIA	
Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
Type Check Totals:	51 Transactions	\$1,294,675.85
AP - Accounts Payable Totals		

Payment Register

From Payment Date: 7/4/2014 - To Payment Date: 7/10/2014

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$1,294,675.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$1,294,675.85	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$1,294,675.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$1,294,675.85	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$1,294,675.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$1,294,675.85	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$1,294,675.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$1,294,675.85	\$0.00

1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None
- B. SALUTE TO THE FLAG:** Led by Boy Scout Troop 451 members Zachary Blankenship, Nicholas Tullio, and Andrew Ippolito.
2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
 - A. Mayor Lazar presented a Proclamation to Grady Welch and the Turlock American Little League 11 Year-Olds Baseball Team in recognition of being named 2014 All-Stars, District 73 Champions.
3. **A. SPECIAL BRIEFINGS:** None
- B. STAFF UPDATES**
 1. Police Chief Robert Jackson introduced CSO Michelle Backeroff who provided information about the upcoming National Night Out to be held August 5, 2014, from 5:30 p.m. to 9:00 p.m.
 2. Sr. Accountant Marie Lorenzi provided an update on the Emanuel Medical Center, Inc. – Prepayment and Defeasance of Certificates of Participation.
 3. Fire Chief Tim Lohman provided information about the Cornerstone Laying Ceremony held by the Turlock Masonic Lodge in conjunction with the Grand Master of Masons in California at the Public Safety Facility on Friday, July 24, 2014 at 11:30 a.m.
- C. PUBLIC PARTICIPATION:** None
4. **A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

Mayor Lazar noted that Public Hearing Item 7A is a quasi-judicial proceeding and that Council should disclose the following information if applicable: a) state for the public record the nature of the communication, b) with whom the ex parte communication was made; and c) a brief statement as to the substance of the communication. No disclosures were made by Council.
5. **CONSENT CALENDAR:**
Mayor Lazar noted a request to remove Item 5l from the Consent Calendar for separate consideration.

Action: Motion by Councilmember Bublak, seconded by Councilmember White, to adopt the amended consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2014-123** Accepting Demands of 6/19/14 in the amount of \$1,111,298.17; Demands of 6/26/14 in the amount of \$388,218.37
- B. Motion: Accepting Minutes of Regular Meeting of July 8, 2014; Special Meeting of July 8, 2014
- C.
 1. Motion: Approving Contract Change Order No. 2 (Final) in the amount of \$27,056.20 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," bringing the contract total to \$387,156.20
 2. Motion: Accepting improvements for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Approving Contract Change Order No. 1 in the amount of \$43,984.16 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," bringing the contract total to \$931,021.41
- E.
 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$6,886.53 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building"
 2. Motion: Accepting improvements for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building," and authorizing the City Engineer to file a Notice of Completion
- F.
 1. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with DF Engineering, Inc., of Modesto, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"
 2. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with GDR Engineering, Inc., of Ceres, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"
- G. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$100,000 with WMB Architects, Inc., of Stockton, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"
- H. Motion: Accepting notification of Contract Change Order No. 5 (Final) in the amount of \$2,124 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, bringing the contract total to \$235,308
- I. *Removed for separate consideration.*
- J. **Resolution No. 2014-124** Authorizing the refund of \$18,113.90 to the State of California, Department of Housing and Community Development, for program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan, and appropriating \$18,114 to account number 258-41-496.47312 "Reimbursement to HCD for Fiscal Year 2013-14"
- K. **Resolution No. 2014-125** Re-appropriating \$1,088 to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" from Fund 270 "Recreation Grants" reserve balance for a summer recreation program at Denair Park

- L. **Resolution No. 2014-126** Re-appropriating unspent funds from Fiscal Year 2013-14 in the amount of \$85,993 to account number 112-10-116.51156 "Police Motorcycles" from Fund 112 "General Fund Reserve for Capital Purchases" reserve balance for the purchase of three (3) replacement marked police motorcycles for the Turlock Police Department from Long Beach BMW Motorcycles, California
- M. **Resolution No. 2014-127** Accepting a grant award in the amount of \$7,500 from the State of California Department of Food and Agriculture Municipal Shelter Spay/Neuter Grant program and appropriating \$7,500 to both revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant" and expenditure account 266-20-255-348.47153 "Animal Services - Spay & Neuter Grant"
- N. **Resolution No. 2014-128** Authorizing approval to enter into contracts to maintain medical and prescription coverage, including dental, vision, and long term disability coverage for Fiscal Year 2014-15
- O. **Resolution No. 2014-129** Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2014-15
- P. **Resolution No. 2014-130** Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2014-15
- Q. **Resolution No. 2014-131** Authorizing approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2014-15
- R. **Resolution No. 2014-132** Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2014-15
- S. **Motion:** Designating Mayor John Lazar as the voting delegate and Councilmembers Forrest White and Bill DeHart as alternate voting delegates at the League of California Cities' Annual Business meeting on Friday, September 5, 2014, in Los Angeles, California

Item 5I

Development Services Director Mike Pitcock presented the staff report on the request to approve a reimbursement agreement between McDonald's USA, LLC, Gryphon Capital, LLC and the City of Turlock, in an amount not to exceed \$413,156.20, for construction of East Avenue Public Improvements identified in the Capital Facilities Program Fee Nexus Study and appropriate the necessary funding for reimbursement of East Avenue Public Improvements constructed by McDonald's USA, LLC, as identified in the Capital Facility Fee Nexus Study

Council and staff discussion included the approval process, the restaurant exterior not meeting guidelines for the downtown area, and the potential for ground contamination issues arising during construction.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember Nascimento, seconded by Councilmember White, Approving a reimbursement agreement between McDonald's USA, LLC, Gryphon Capital, LLC and the City of Turlock, in an amount not to exceed \$413,156.20, for construction of East Avenue Public Improvements identified in the Capital Facilities Program Fee Nexus Study. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Resolution No. 2014-133 Appropriating \$413,156.20 to account number 305-40-440.43272 "Reimburse Developers" from CFF Transportation Reserve for reimbursement of East Avenue Public Improvements constructed by McDonald's USA, LLC, as identified in the Capital Facility Fee Nexus Study was introduced by Councilmember Nascimento, seconded by Councilmember White, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

A. Fire Chief Tim Lohman presented the staff report on the request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public.

Mayor Lazar opened the public hearing. No one spoke. Mayor Lazar closed the public hearing.

Action: **Resolution No. 2014-134** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

B. Mayor Lazar announced that Public Hearing Item 7B, "Consideration of adoption of a negative declaration by the City of Turlock for the exchange of recycled water discharged into the San Joaquin River for transfer of San Joaquin River water to Del Puerto Irrigation District via Patterson Irrigation District," originally noticed for this meeting has been canceled and will be renoticed for future consideration.

C. Mayor Lazar announced that at the request of the involved parties, Public Hearing Item 7C, "Request to deny the appeal and affirming the Planning Commission Decision approving Minor Discretionary Permit 2014-01; Adopting Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project, and having made the findings contained in the attached Draft City Council Resolution; and Approving Minor Discretionary Permit 2014-01 (Taco Bell)," originally noticed for this meeting has been continued to the August 26, 2014 City Council meeting.

8. SCHEDULED MATTERS:

- A. Development Services Director Mike Pitcock presented the staff report on the request to approve Amendment No. 1 to the retainer agreement with Bender Rosenthal, Inc., of Sacramento, California, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement," to increase the maximum allowable compensation to \$150,000.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember White, seconded by Councilmember Nascimento, Approving Amendment No. 1 to the retainer agreement with Bender Rosenthal, Inc., of Sacramento, California, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement," to increase the maximum allowable compensation to \$150,000. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced Closed Session Items 11A and 11B.

- A. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)**
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Negotiators: Roy W. Wasden/Dave Young
 Employee Organization: Turlock Associated Police Officers
 Employee Organization: Turlock City Employee Association
 Employee Organization: Turlock Firefighters Association. Local 2434
 Employee Organization: Turlock Management Association-Public Safety
 Unrepresented Employees:

Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

Action: No reportable action.

B. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6**

"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Negotiator: Mayor John Lazar

Unrepresented Employees: City Manager, City Attorney

Action: No reportable action.

12. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 7:31 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



**Council
Synopsis**

5c

August 12, 2014

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-51, "Fulkerth Bus Stop Improvements," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures)

Motion: Awarding bid and approving an agreement in the amount of \$14,600 (Fund 426) with Taylor Backhoe Service, Inc., of Merced, California, for City Project No. 13-51, "Fulkerth Bus Stop Improvements"

2. DISCUSSION OF ISSUE:

On July 17, 2014, four (4) bids were received for City Project No. 13-51, "Fulkerth Bus Stop Improvements." Taylor Backhoe Service, Inc. of Merced, California, was the lowest responsible bidder with a bid in the amount of \$14,600.

Bid Summary:

COMPANY NAME	BASE BID AMOUNT	ADDITIVE BID* AMOUNT	COMBINED AMOUNT
Taylor Backhoe Service, Inc.	\$10,825	\$3,775	\$14,600
United Pavement Maintenance	\$11,560	\$4,665	\$16,225
Hensley's Paving and General Engineering, Inc.	\$14,840	\$3,200	\$18,040
Big B Construction	\$17,297	\$4,676	\$21,973

*The bid documents include an additive bid alternate which includes additional sidewalk and retaining curb on the west end of the project. The additive bid alternate is not considered in the basis of award of the contract, but can be included in the scope of work if acceptable to the City. City staff desires to include the additive bid alternate into the scope of work.

The existing bus stop on Fulkerth Road near the Wal Mart shopping center is one of the most popular stops in the City. This bus stop does not currently provide any facilities to passengers. The City recently acquired sufficient right of way to improve this bus stop. This project will provide a concrete retaining curb to create a wider concrete sidewalk to allow wheelchairs to safely access the bus wheelchair lift and provide an area for two passenger shelters with benches.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The completed project will provide a concrete retaining curb to create a wider concrete sidewalk to allow wheelchairs to safely access the bus wheelchair lift and provide an area for two passenger shelters with benches.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address growth related issues (current and future)

i. Impact on current transportation system

The transit system provides transportation to Turlock's residents. This project provides infrastructure to improve transportation in the City.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$25,196	\$14,600	\$2,000	\$3,000	\$5,596

This project is funded by line item 426-40-415.47451, "Contingencies (LTF Capital)". There is sufficient budget in the current fiscal year to fund this project since preliminary engineering costs were incurred during the 2013-14 fiscal year.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

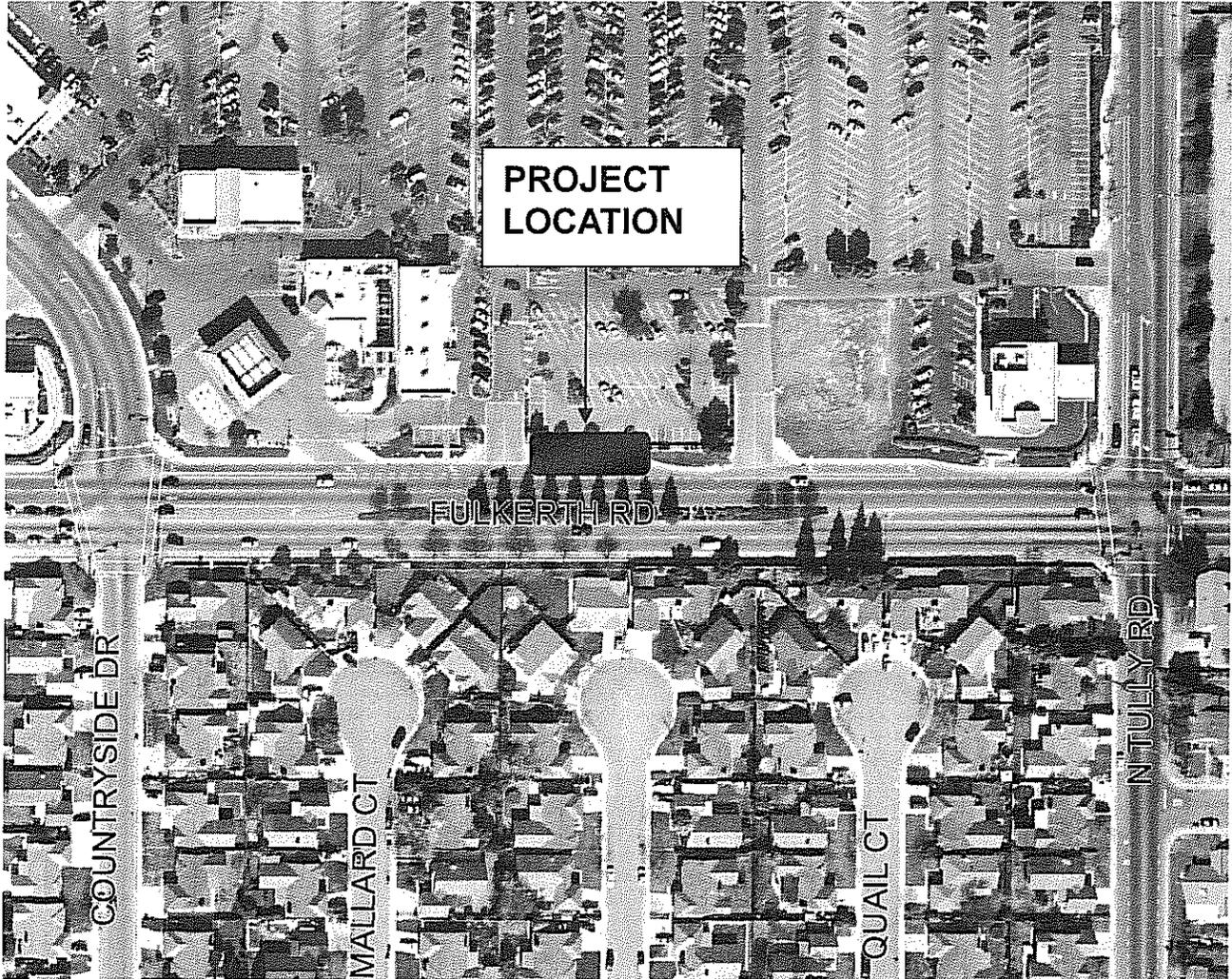
Staff recommends that the City Council find the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the following section of the CEQA Guidelines:

Section 15303 (New Construction or Conversion of Small Structures):
Pursuant to Section 15303(d) this project is minor in nature and involves a minor amount of compaction of native soil in preparation for the placement of concrete sidewalk and retaining curb.

7. ALTERNATIVES:

A). Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

City Project No. 13-51
Fulkerth Bus Stop Improvements



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-51

Fulkerth Bus Stop Improvements

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Taylor Backhoe Services, Inc.
1600 Falcon Way
Merced, CA 95341

hereinafter called "Contractor" on this 12th day of August, 2014 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On August 12, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Clear, grub, excavate, off-haul soil, construct concrete sidewalk and reinforced concrete retaining wall, adjust irrigation pipe, and furnishing all

necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-51, "Fulkerth Bus Stop Improvements ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Fourteen Thousand Six Hundred and NO/100ths Dollars (\$14,600.00)**. Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifteen (15)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **Rights Of City To Increase Working Days:**

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **Option Of City To Terminate Agreement In Event Of Failure To Complete Work:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars (**\$250.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **Performance By Sureties:**

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. **Disputes Pertaining To Payment For Work:**

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance

with the provisions in Section 9-1.04, "Force Account", of the Caltrans Standard Specifications, as modified below.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9-1.04 "Force Account" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Hold-Harmless Agreement And Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

- (5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence 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.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
 - (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance

(CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing and completed operations coverage.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

24. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

25. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

26. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

27. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

28. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

29. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

30. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

31. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

32. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 15 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or

Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk



Council Synopsis

5D

August 12, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a service agreement with Joe Gomes & Sons, Inc., for a 24-hour offsite card lock system for gasoline and diesel fuel services for a period of thirty-six (36) months, in an amount not to exceed \$600,000 annually

2. DISCUSSION OF ISSUE:

The card lock fueling system is used primarily to refuel all City owned vehicles and equipment. The cost per gallon is based on the weekly oil prices information service (OPIS) index for the Stockton, California market area.

OPIS is an oil price information service which tracks wholesale prices for major distributors in over 50,000 cities. The contract prices for all gasoline and diesel fuel is based on a margin price in cents, to be added to or subtracted from the average rack prices published by the OPIS for the type of fuel required in order to determine the actual purchased price.

The average price published by OPIS each Thursday shall be in effect for purchases from Monday through Saturday of the following week. If OPIS does not publish a price for the type of fuel required in the current week, the most recent published price will be used.

Formal Bid No 14-296 was solicited, received, and evaluated by City staff for offsite card lock system for gasoline and diesel fuel services. Four (4) bid opportunity announcements were distributed to potential vendors, in addition to posting the RFP on the City's website which resulted in only one vendor submitting their bid.

On July 10, 2014, a mandatory pre-bid meeting was conducted and three (3) potential bidders attended this meeting: Van De Pol Petroleum, Joe Gomes & Sons, Inc., and W. H. Breshears, Inc. The pre-bid meeting allowed the prospective bidder to familiarize themselves with all conditions that may affect the performance, cost of the contract, and ask questions and clarifications concerning the City's RFP process.

The bid supplied the City with unleaded, premium/supreme, and diesel fuel for a period of three (3) years.

Bid tabulations are listed below:

Type of Fuel	Joe Gomes & Sons*	WH Breshears	Van De Pol Petroleum
Opis (7/14/14)	3.128	3.128	3.128
Freight	.0392	No Bid	No Bid
Markup	.065	No Bid	No Bid
Total	\$3.2322	No Bid	No Bid
Opis (7/14/14)	3.329	3.329	3.329
Freight	.0392	No Bid	No Bid
Markup	.065	No Bid	No Bid
Total	\$3.4332	No Bid	No Bid
Opis (7/14/14)	3.056	3.056	3.056
Freight	.0464	No Bid	No Bid
Markup	.065	No Bid	No Bid
Total	\$3.1674	No Bid	No Bid

*Joe Gomes & Sons, Inc. has proposed the same pricing for freight and markup for the next 3 years.

Examples of OPIS pricing:

OPIS prices as of June 22, 2014 listed below:

Type of Fuel	OPIS Price
Unleaded	\$3.2532 per gallon
Premium	\$3.4222 per gallon
Diesel	\$3.2094 per gallon

OPIS prices as of July 14, 2014 listed below:

Type of Fuel	OPIS Price
Unleaded	\$3.128 per gallon
Premium	\$3.329 per gallon
Diesel	\$3.056 per gallon

Funding has been established within the operating division of the City. During fiscal year 2013/14 we spent approximately \$580,000 in cardlock fuel. We anticipate expenditures of \$600,000 for the 2014/15 fiscal year.

It is the recommendation of staff to award the agreement to Joe Gomes & Sons, Inc., the sole bidder meeting all requirements and specifications.

3. BASIS FOR RECOMMENDATION:

Staff recommends the approval of the Service Agreement with Joe Gomes & Sons, Inc. for a period of thirty six (36) months, in an amount not to exceed \$600,000 annually.

Strategic Plan Initiative

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

Police Department	110-20-210.46031	Housing	255-41-485.46031
Animal Services	110-20-215.46031	DSD Building	405-40-405.46031
Fire Services	110-30-300.46031	WQC Operations	410-51-530.46031
Neighborhood Services	110-30-220.46031	Collection System	410-51-531.46031
DSD Planning	110-40-400.46031	Storm	410-51-532.46031
Public Facilities	110-50-500.46031	Water Division	420-52-550.46031
Parks Division	110-60-600.46031	Transit Dial-A-Ride	425-40-415.46031
Recreation Division	110-61-620.46031	Transit Fixed Route	426-40-415.46031
TRSC (Sports Complex)	205-60-602.46031	IT	501-10-130.46031
Pedretti Sports Complex	206-60-604.46031	Engineering	502-40-410.46031
Streets Division	217-50-510.46031	Fleet Division	505-50-525.46031
Assessment District	246-60-600.46031		

Fiscal impact to above line number: \$600,000

The Departments will share the cost of the fuel, based on their usage.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement. This alternative is not recommended, due to the volatile petroleum prices and contract firm prices per gallon for fuel services.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
JOE GOMES & SONS, INC.
for
GASOLINE AND DIESEL CARD LOCK FUELING SERVICE
CONTRACT NO. 14-071

THIS AGREEMENT is made this 12th day of August, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **JOE GOMES & SONS, INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for card-lock fueling services for gasoline and diesel fuel for all City owned vehicle and equipment; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Products".

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit I. SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit I and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Six Hundred Thousand and No/100^{ths} Dollars (\$600,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to SUPPLIER within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Thirty six months (36) beginning August 13, 2014 and ending July 31, 2017, subject to CITY's availability of funds.

6. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SUPPLIER, its agents, representatives, employees or subcontractor. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of

California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance: SUPPLIER shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence 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.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SUPPLIER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Suppliers Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or SUPPLIER shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) **Verification of Coverage:** SUPPLIER shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUPPLIER'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) **Waiver of Subrogation:** With the exception of professional liability, SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees, independent Suppliers and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) **Subcontractors:** SUPPLIER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: SUPPLIER shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of SUPPLIER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

8. INDEPENDENT SUPPLIER RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent Suppliers and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER 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 SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent Suppliers and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement.

If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent Supplier and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent Supplier, SUPPLIER 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to SUPPLIER.

10. TERMINATION OF STATED EVENT:

(a) 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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for independent Supplier status, CITY may terminate this Agreement by giving written notice to SUPPLIER. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by SUPPLIER in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to

conduct business. SUPPLIER 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. SUPPLIER further represents 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.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: SUPPLIER 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.

18. INTEREST OF SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, SUPPLIER shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. SUPPLIER shall furnish a warranty of such right to use to CITY at the request of CITY.

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

22. 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.

23. 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.

24. AUDIT: 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 SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER 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 SUPPLIER services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: 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 SUPPLIER: **JOE GOMES & SONS, INC.**
 ATTN: JEFF GOMES
 PO BOX 926
 TURLOCK, CA 95381-0926
 PHONE: (209) 632-3111
 FAX: (209) 632-1503
 EMAIL: gspetro@sbcglobal.net

for CITY: **CITY OF TURLOCK**
 ATTN: BETTY GONZALEZ
 MUNICIPAL SERVICES DEPARTMENT
 156 SOUTH BROADWAY, SUITE 270
 TURLOCK, CALIFORNIA 95380-5454
 PHONE: (209) 668-5599 Ext. 4406
 FAX: (209) 668-5695
 EMAIL: bgonzalez@turlock.ca.us

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

JOE GOMES & SONS, INC.

By: _____
 Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
 Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
 Kellie E. Weaver, City Clerk

EXHIBIT 'I'
SCOPE OF WORK AND SPECIFICATIONS

1.1 GENERAL

Fuel to be purchased should be dispensed from a point of sale located within an approximate three (3) mile radius of various locations as listed below.

- 1) City Hall – 156 S. Broadway
- 2) Turlock Police Department – 144 N. Broadway
- 3) Parks, Recreation & Public Facilities Department – 244 S. Broadway
- 4) Municipal Services Water Quality Control – 901 S. Walnut Road
- 5) Turlock Corporation Yard – 701 S. Walnut Road
- 6) Turlock Fire Department Station No. 2 – 801 S. Walnut Road
- 7) Turlock Fire Department Station No. 1 – 540 E. Marshall
- 8) Turlock Fire Department Station No. 3 – 501 E. Monte Vista
- 9) Turlock Fire Department Station No. 4 – 2820 N. Walnut Road

Fuel shall be available twenty-four (24) hours per day, seven (7) days per week, weekends and holidays included.

1.2 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail or telephone.

1.3 FACILITIES

The main facility must have a minimum of four (4) gasoline pumps and two (2) ultra-low sulfur diesel fuel pumps to accommodate users. The facility should provide suitable all-weather access to the City's entire fleet, including buses, heavy trucks and construction equipment.

1.4 TANK TESTING

If any underground tank tests and any shut downs are required of the contractor, the City is to be notified three (3) days in advance so that all equipment can be fueled prior to the required down time.

1.5 CARD ADMINISTRATION

The successful proposer shall be responsible for providing, at no cost to the City, fuel cards to be issued in a quantity required by the City's Municipal Services Department that will be used to activate the fuel pumps at the contractor's place of business, and record the necessary Information for City fleet billing records. Records will be sent electronically daily, importable format such a Microsoft Excel spreadsheet and provided to the City as requested. Currently the City has approximately 317 cards. It is expected that the successful proposer will provide all initial cards and any lost or stolen cards at no cost to the City during the life of this contract. The cards shall be the same size and strength as a normal credit card and resistant to modification or tampering.

1.6 REPORTS

The successful proposer must have the ability to provide reports upon request by the City. Minimum information to be provided by the contractor will be:

- a) Identity of vehicle
- b) Type of fuel
- c) Quantity of fuel
- d) Vehicle odometer MPG reading
- e) Date of Transaction
- f) Time of Transaction
- g) Identity of card user (City's general ledger number)

1.7 BILLING STATEMENT

The Supplier must be able to provide the City fleet report and a billing statement electronically, importable format such as a Microsoft Excel Spreadsheet that can be imported into our billing CMMS system. This shall include the accumulative fuel mileage of all vehicles.

The Supplier shall supply to the City upgraded electronic file of all fuel card numbers, pin numbers, and employee names on a quarterly basis.

1.8 FUEL USAGE

For information purposes for fuel used in the most recent twelve (12) months period are the following:

a) Premium:	2742.76	Gallons
b) Mid-Grade:	3105.24	Gallons
c) Unleaded:	118,122.60	Gallons
d) Diesel:	20,589.98	Gallons

The number of vehicles and type of fuel used currently:

- 3 Buses using gasoline unleaded
- 187 Vehicles using gasoline unleaded
- 5 Vehicles/motorcycles using gasoline Premium
- 72 Trucks, tractors, mower, power plants using diesel

1.9 PRIMARY LOCAL POINT OF SALE

All products and services which are provided under this contract should be made available from at least one (1) facility located within an approximate three (3) miles at various City locations listed on page 10. These facilities shall be known as the Primary Local Point of Sale and shall be identified by the proposer on Attachment A.

1.10 ADDITIONAL LOCAL POINT OF SALES (IF APPLICABLE)

Other fuel dispensing sites in the local area under the control of the contractor may be designated by the proposer on Exhibit C as Additional Local Points of Sale. These designated Additional Local Points of Sales shall be subject to all of the provisions of

this contract, including pricing.

1.11 NON-LOCAL POINT OF SALE (IF APPLICABLE)

If available, the purchase of fuel at non-local points of sale is provided as a convenience to the City. Fuel purchased from non-local points of sales may be priced at the normal retail price at the place and time of purchase, including all local, state, and federal taxes. If offering a discount for these types of sales, please indicate.

1.12 PRICING EVALUATION CRITERIAL

The City reserves the right to establish the method used for calculating the total cost to the City, including the price of fuel, but also considering factors such as the fully burdened cost of getting City fleet vehicles/equipment to and from the contractor's fueling stations/point of sale.

1.13 COMPUTATION OF PROPOSALS AND SALES TAX PRICING

The price computation are adjusted above (+) or below (-) the weekly average price published in the OPIS PAD 4/5 Report for the type of fuel requested for the Stockton, CA market area. The price adjustment is to include all delivery, handling or other related charges, but is NOT to include government surcharges or taxes. The adjustment (differential) quoted is to be firm for the term of the contract.

1.14 COMPUTATION OF INVOICE PRICE – WEEKLY ADJUSTMENT

Invoiced prices are to be recomputed each week, based on the weekly average price published for the Stockton, CA market area in the OPIS PAD 4/5 report, plus (+) or minus (-) the OPIS differential prices, plus the specified federal, state, and local taxes, and shall be valid for the seven (7) day period coinciding with the OPIS reporting period.

Supplier will be required to supply the City, at the contractor's expense, a copy of the OPIS PAD 4/5 report for the Stockton, CA area by e-mail or fax on each Monday during the term of the contract for pricing verification purposes.

If OPIS does not report a weekly average market area price for a single week, the most recent published weekly average market price shall be used in computing the invoice price. If two (2) or more weeks pass without the publishing of prices, it shall be the contractor's responsibility to notify the City. The City will then negotiate an interim price to be used until a current OPIS weekly average price is again published for the Stockton, CA market area.

If the marketing publication is substantially modified or discontinued, the City reserves the right to reestablish the price mechanism of the bid, or to cancel all or part of the contract without prejudice against any party to the contract.

Supplier shall pass along to the City any and all rebates, allowances or other pricing reduction incentives being offered to customers of the Contractor, including any pass through incentives from refineries.

1.15 SALES TAX

All applicable taxes must be itemized on the invoice. Invoices for fuel purchased at local points of sale shall include or exclude federal, state, and local taxes as follows:

Federal Excise Tax – Shall be ***excluded*** from the invoice

State Excise Tax – Shall be ***excluded*** from the invoice.

State Sales (Use) Tax – Shall be ***included*** on the invoice.

State Gas Tax – Shall be ***included*** on the invoice.

The supplier shall provide the City with written notice of changes in tax rates.

EXHIBIT A

CITY OF TURLOCK BID NO RFP 14-286

“GASOLINE AND DIESEL FUEL CARD-LOCK FUELING SERVICES” PROPOSAL PRICING SHEET

(COMPLETE AND RETURN WITH PROPOSAL)

We, the JOE GOMES & SONS, INC. Company, declare that we have carefully examined RFP No. 14-286 and propose to furnish products and/or services in full accordance with the terms and conditions specified herein. We hereby offer to provide the City with the specified fuel at the following differential cost above the weekly average of prices quoted for the Stockton, CA market by the Oil Price Information Service (taxes excluded).

FOR FUEL PURCHASED LOCALLY

OPIS PRICE DIFFERENTIAL (\$0.000 per gallon)

First Year August 2014 to July 30, 2015

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	3.128	.0392	.065	\$3.2322
Premium /Supreme Fuel	3.329	.0392	.065	\$3.4332
Ultra Low Sulfur Diesel	3.056	.0464	.065	\$3.1674

2nd Year August 2015 to July 30, 2016

Type of Fuel	Opis Price	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	Unavailable	.0392	.065	Opis Price +Freight & markup
Premium /Supreme Fuel	Price Unavailable	.0392	.065	Opis Price +Freight & markup
Ultra Low Sulfur Diesel	Price Unavailable	.0464	.065	Opis Price +Freight & markup

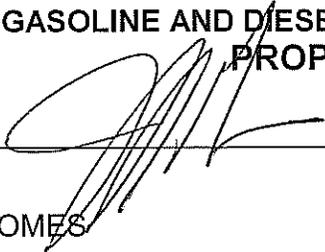
3rd Year August 2016 to July 30, 2017

Type of Fuel	Opis Price	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	Unavailable	.0392	.065	Opis Price +Freight & markup
Premium /Supreme Fuel	Price Unavailable	.0392	.065	Opis Price +Freight & markup
Ultra Low Sulfur Diesel	Price Unavailable	.0464	.065	Opis Price +Freight & markup

EXHIBIT A

CITY OF TURLOCK
BID NO RFP 14-286

"GASOLINE AND DIESEL FUEL CARD-LOCK FUELING SERVICES" PROPOSAL PRICING SHEET



Signature

JEFF GOMES

Printed Signature

PRESIDENT

Title

07/08/2014

Date

EXHIBIT 'B'

**CITY OF TURLOCK
BID NO RFP 14-286**

"GASOLINE AND DIESEL FUEL CARD-LOCK FUELING SERVICES"

SIGNATURE PAGE

(COMPLETE AND RETURN WITH PROPOSAL)

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Proposal is subject to a payment discount of _____% _____ days.
(Less than 15 days will be considered net.)

Date: 07/08/2014

Firm Name: JOE GOMES & SONS, INC

Signed By: 

Title: PRESIDENT

Address: PO BOX 926
TURLOCK, CA 95381-0926

Phone No. 209-632-3111

Fax No. 209-632-1503

Federal Tax ID No. 94-2373321

E-Mail Address: gspetro@sbcglobal.net

EXHIBIT C

CITY OF TURLOCK BID NO RFP 14-286

"GASOLING AND DIESEL FUEL CARD-LOCK FUELING SERVICES"

DESIGNATION OF LOCAL POINT OF SALES

(COMPLETE AND RETURN WITH PROPOSAL)

Primary Local Point of Sales

All products and service to be supplied should be made available from at least one (1) facility located within a three (3) mile radius of the City of Turlock various City Offices locations. The location of the primary local point of sale as follows:

Primary Location: 725 N TULLY RD TURLOCK, CA 95380
Street Address

Distance from 144 N. Broadway (one way) 1.54 MILES

Additional Local Points of Sales

Other fuel dispensing sites in the local area eligible for use under this contract may be designed below. Designation of additional local points of sale is optional. If no additional local points of sale are available, please specify "NONE".

Additional Location 1 ARCO/CFN 2015 W MAIN STREET TURLOCK, CA 95380
Street Address, City, State

Additional Location 2 ARCO/CFN 210 N GOLDENSTATE BLVD TURLOCK, CA 95380
Street Address, City, State

Additional Location 3 ARCO/CFN 1801 LANDER AVE TURLOCK, CA 95380
Street Address, City, State

Please attach a separate sheet if more than three (3) additional locations are to be designated as Additional Local Points of Sale.

Non-Local Points of Sale

If the contractor is a member of a sales network utilizing the card lock system cards issued to the City of Turlock under this agreement, additional fuel may be made from non-local points of sale. Please designate one of the following options:

Fuel purchase from non-local points of sales are available utilizing card-lock system cards through the following network (optional):

COMMERCIAL FUELING NETWORK NATIONWIDE

Network Name, Description of Area Served by Network

Fuel purchased from non-local points of sales are not available to the City (optional-designating this alternative will not detract from possibility of contract award.



Council Synopsis

5E

August 12, 2014

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating \$3,552 of unspent funds from Fiscal Year 2013-14 to account number 269-60-614-380.47124 "Parks Donation Expenses" from Fund 269 "Parks Donation-General" reserve balance for the purchase of the "Quaile Rand Norton Park" sign

2. DISCUSSION OF ISSUE:

On June 10, 2014, the Council accepted a donation from Mrs. Norton to cover the cost to purchase a sign for "Quaile Rand Norton Park" (formally known as Sunnyview Park). It will take approximately 10 – 12 weeks for delivery of the sign once it is ordered. Since the funds were donated in Fiscal Year 2013-14 this action is necessary in order to cover the cost to purchase the sign in Fiscal Year 2014-15.

3. BASIS FOR RECOMMENDATION:

The money has already been accepted by the City Council to purchase the "Quaile Rand Norton Park" sign in Fiscal Year 2013-14.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University, Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$3,552

Re-appropriate \$3,552 to account number 269-60-614-380.47124 "Parks Donation Expenses" from Fund 269 "Parks Donation General" reserve balance for the purchase of the "Quaile Rand Norton Park" sign.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

A). The action is necessary in order to budget for the expenses incurred in Fiscal Year 2014-15.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }
\$3,552 OF UNSPENT FUNDS FROM }
FISCAL YEAR 2013-14 TO ACCOUNT }
NUMBER 269-60-614-380.47124 "PARKS }
DONATION EXPENSES" FROM FUND 269 }
"PARKS DONATION-GENERAL" }
RESERVE BALANCE FOR THE }
PURCHASE OF THE "QUAILE RAND }
NORTON PARK" SIGN }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on June 10, 2014 Council accepted a \$3,552 donation from Mrs. Norton to purchase the "Quaile Rand Norton Park" sign; and

WHEREAS, the sign will take approximately 10 – 12 weeks for delivery; and

WHEREAS, the funding of this sign must be re-appropriated in fiscal year 14/15 to cover the costs to purchase the sign.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$3,552 to account number 269-60-614-680347124 "Parks Donation Expenses " from Fund 269 "Parks Donation General" reserve balance for the purchase of the "Quaile Rand Norton Park" sign.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

August 12, 2014

5F

From: Robert A. Johnson, Chief of Police

Prepared by: Betty Gonzalez / Presented by Nino Amifar

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Collicutt Energy Services, Inc., for annual maintenance and inspection and service repairs for Kohler generator for the Public Safety Facility for a period of twelve (12) months, in an annual amount not to exceed \$2,100 for preventive maintenance and up to an additional \$2,900 for unexpected service repairs

Resolution: Appropriating \$5,000 to account number 110-20-200.43125_025 "Maintenance Generator Repair & Maintenance" from Fund 110 "General Fund" reserve balance for the annual preventive maintenance and inspection and service repairs for the Kohler generator at the Turlock Public Safety Facility

2. DISCUSSION OF ISSUE:

Preventive maintenance for diesel engine generator plays a critical role in maximizing, reliability, minimizing repairs and reducing long term costs. The preventive maintenance program ensures our equipment is given the longest lifespan possible by finding, reporting and repairing small problems before they result in expensive breakdowns and downtime. A well-planned maintenance program is essential to the operation of any power system. This proactive approach helps the City stay within budget and plan for the future.

Staff is recommending an authorization to award said Contract No. 14-074 with Collicutt Energy Services, Inc. of West Sacramento, meeting all specifications and the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Police staff conducted an informal bid for the annual maintenance and inspection of the Kohler diesel generator, located at the Turlock Public Safety Facility. Two (2) Vendors submitted bids and one was a local vendor within the City limits. The City's 3% local vendor preference was not a factor in determining the lowest

responsive and responsible bidder for this contract. Police staff and Purchasing evaluated the bids. Award bid recap is shown below:

- | | |
|---|---------|
| 1) Collicutt Energy Services, Inc. | \$2,100 |
| 2) Industrial Electrical Company of Turlock | \$2,550 |

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Collicutt Energy Services, Inc., for a period of twelve (12) months, in an annual amount not to exceed \$2,100 for annual preventive maintenance and inspection and up to an additional \$2,900 for unexpected service repairs.

Strategic Plan Initiative

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted in account number:
110-20-200.43125_025 "Maintenance Generator Repair & Maintenance"

Fiscal impact to above line number: \$5000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A) Do not approve the service agreement. This alternative is not recommended. This is a specialized service and City staff is not trained to perform the service and maintenance for this type of generator for Turlock Public Safety Facility.



COLLICUTT ENERGY SERVICES, INC. MAINTENANCE AGREEMENT

This Maintenance Agreement, consisting of 9 pages including Attachment, is entered into by Collicutt Energy Services, Inc of California and the equipment Owner (named on page 2) to set forth the terms and conditions governing the obligations of Collicutt Energy Services Inc to service OWNER'S equipment as described herein.

Upon acceptance of this Agreement by OWNER, Collicutt Energy Services Inc will render services each year this Agreement remains in effect on the generator set(s) and/or associated equipment set forth in Attachment "A" hereto,

This Agreement will remain in force until cancelled by either party upon 30 days written notice to the other.

Emergency service and follow up service between regular appointments will be provided at our regular rates for labor, travel time and mileage. Parts will be offered at a 10% discount on all repair work.

It is understood by this Agreement that Collicutt Energy Services Inc is not obligated to supply any parts, labor or incur traveling expenses, other than those specifically required to complete the quoted services listed in this agreement. This Agreement does not cover expenses or parts to repair damage caused by abuse, neglect, accident, theft, acts of third persons, forces of nature or alteration of the equipment. Collicutt Energy Services Inc shall not be responsible for failure to render services or parts due to causes beyond its control, including strikes, labor disputes and forces of nature.

This Agreement may not be assigned or transferred without the consent of Collicutt Energy Services Inc.

The parties acknowledge the Agreement herein is essentially one for services, and Collicutt Energy Services Inc makes no warranties, either express or implied, with respect to any parts supplied in connection with the services performed hereunder; provided that, said parts will carry standard manufacturer's warranties independent of this Agreement.

OK for Agenda
A handwritten signature in black ink, appearing to be "pm", is written over a horizontal line.

E-MAIL: alan.armstrong@collicutt.com
www.collicutt.us

940 Riverside Parkway, Suite 80 West Sacramento Ca 95605 · PHONE (916)719-6551 · FAX (209)551-2475



Incorporated in this Agreement and an integral part hereof is the attachments described as:

Attachment "A" Equipment to be Serviced and Rates
Attachment "B" Scope of Work

It is mutually understood and agreed that this proposal and the attachments hereto constitute the entire Agreement between the parties.

COLLICUTT ENERGY SERVICES INC.

Alan Armstrong -Product Support

Name

Alan Armstrong

Signature

7/18/2014

Date

OWNER / Property Management Company

City of Turlock

Name

156 S. Broadway

Address

Turlock

City

CA

State

95380

Zip

209-664-7371

Phone Number

Nino Amirfar

Contact

namirfar@turlock.ca.us

Email Address

Print Name and Title

Date

Signature of OWNER / Authorized Agent



**Attachment "A" To Maintenance Agreement
(Equipment to be Serviced and Rates)**

Equipment Information:

Make: Kohler
Model: 1250REOZMB
Spec: GM19661-GA6
Serial: 3024705

Location:

Public Safety Center
Broadway

Agreement Program Plan Name: CES VIP Plan

1 Annual Inspection and Service & Two Hour Load Test	\$1,675.00*
1 Semi Annual Inspection Per Year	\$425.00
Yearly Total	\$2,100.00*

Scope of Work

Fuel System

- Check Fuel Levels in Day/Main Tank(s).
- Test Transfer Pump Operation
- Test for Water and Contaminants
- Inspect Hoses, Piping and Connections
- Replace fuel filters and separators (Annual Service)

Lubrication Systems

- Check Oil Level
- Change Oil and Filter (Annual Service)
- Inspect and Clean Crankcase Breather

Cooling System

- Check Coolant Level and top off.
- Test Protection Lever
- Inspect Radiator Condition
- Inspect Fan Belt(s)
- Inspect Condition of Hoses and Piping
- Test Jacket Water Heater
- Inspect Ductwork, Louvers and Controls

E-MAIL: olon.armstrong@collicutt.com
www.collicutt.us

940 Riverside Parkway, Suite 80 West Sacramento Ca 95605 · PHONE (916)719-6551 · FAX (209)551-2475



Exhaust System

- Check for Leaks
- Drain Condensation Trap
- Inspect Hangers and Supports
- Check Insulation
- Check for Fire Hazards
- Inspect Flexible Sections

Battery Systems

- Clean and Tighten Battery Terminals
- Check Electrolyte Level and Specific Gravity
- Verify Charger Operation and Charge Rate

Electrical Systems

- Conduct General Inspections
- Inspect Wiring and Connections
- Inspect Boxes, Panels and Cabinets
- Inspect Circuit Breakers and Fuses

Engine

- Perform General Inspection
- Service Air Cleaner
- Inspect Governor and Check Operation
- Inspect Ignition System
- Inspect Injection Pump

Generator

- General Inspection
- Check Voltage Regulator
- Inspect Bearing(s) and Grease if necessary

Automatic Transfer Switch (ATS)

- Perform General Inspection
- Test Time Delays
- Test ATS Options
- Check Exercise Clock for Proper Operation

General Inspection of EPSS

- Check for Vibration, Leakage, Noise, Temperature or Deterioration



Functional Test

- Record Running Time Meter Reading
- Simulate Normal Power Failure
- Check TDES
- Transfer Load to Generator
- Record AC Voltage, Amperage and Frequency
- Record Oil Pressure and Battery Charge Rate
- Restore Normal Power to Allow Minimum Run Time of 30 Minutes
- Record TDEN
- Record TDEC

1. Collicutt Energy is the Kohler Distributor for California, Alaska & Hawaii.
2. We have technicians who are not only Kohler trained and certified but they also have extensive Caterpillar, Cummins & Detroit training, Generac and many others. We also provide free software updates to our service customers who own Kohler equipment. We can perform all phases of generator & engine service and repairs from the smallest repair to complete engine overhauls, we can even provide emergency temporary power services if needed.

NOTE: This Agreement is based on service work being performed during our normal business hours of 8 AM and 5 PM Monday thru Friday. For after hours, weekend or holiday work the Agreement rate(s) will need to be adjusted to reflect appropriate overtime rates.

****PLUS APPLICABLE TAXES**

****Agreement Quoted valid for 90 days**

Thank you,

Alan Armstrong
Product Support
Collicutt Energy Services, Inc
916-719-6551 Cell
209-551-2475 Fax
alan.armstrong@Collicutt.com

E-MAIL: alan.armstrong@collicutt.com
www.collicutt.us

910 Riverside Parkway, Suite 80 West Sacramento Ca 95605 · PHONE (916)719-6551 · FAX (209)551-2475



7/18/2014

FEE SCHEDULE

Listed below is our advertised standard labor rate, travel time and mileage schedule.

- Standard Labor Rate @ \$130.00 per hour
- Overtime Rate @ \$195.00 per hour (After hours, Evenings, Weekends & Holidays)
- Double time Rate \$260.00
- Travel Time Rate @ \$130.00 per hour
- Travel Mileage @ \$2.50 per mile

Emergency Contacts

- 916-371-1667 After hours Follow the prompts to on call technician
- Jim Sutherlin 916-717-4701 Cell
- Nathan Mazza 209-610-1545 Cell Local Technician
- Alan Armstrong 916- 719-6551 Cell Area Account Manager

1. Our regular business hours are Monday thru Friday 8am to 5pm, anything outside of this would be considered overtime.
2. We have technicians who are not only Kohler trained and certified but they also have extensive Caterpillar, Cummins & Detroit training; our technicians are also very familiar with the Generac line. We also provide free software updates to our service customers who own Kohler equipment. We can perform all phases of generator & engine service and repairs from the smallest repair to complete engine overhauls, we can even provide emergency temporary power services if needed.
3. As the Kohler Distributor we stock \$5 million in parts inventory to ensure parts are on hand when needed.

ADDENDUM TO SERVICE AGREEMENT
between
CITY OF TURLOCK (hereinafter "CITY")
and
COLLICUTT ENERGY SERVICES, INC. (hereinafter "CONTRACTOR")
City Contract No. 14-074

1. **INSURANCE:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) **Minimum Limits of Insurance:** CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence 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.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(c) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

ADDENDUM TO SERVICE AGREEMENT
between
CITY OF TURLOCK (hereinafter "CITY")
and
COLLICUTT ENERGY SERVICES, INC. (hereinafter "CONTRACTOR")
City Contract No. 14-074

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONTRACTOR shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

ADDENDUM TO SERVICE AGREEMENT
between
CITY OF TURLOCK (hereinafter "CITY")
and
COLLICUTT ENERGY SERVICES, INC. (hereinafter "CONTRACTOR")
City Contract No. 14-074

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend, and indemnify, CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

3. TERM: The term of this Agreement shall be for a period of twelve months (12) beginning August 13, 2014 and ending August 12, 2015, subject to CITY's availability of funds.

4. EXTENSION OF AGREEMENT: City may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to Contractor thirty (3) days prior to the expiration of this Agreement. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Contractor's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

COLLICUTT ENERGY SERVICES, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2014-
\$5,000 TO ACCOUNT NUMBER	}	
110-20-200.43125_025 "MAINTENANCE	}	
GENERATOR REPAIR & MAINTENANCE"	}	
FROM FUND 110 "GENERAL FUND"	}	
RESERVE BALANCE FOR THE ANNUAL	}	
PREVENTIVE MAINTENANCE AND	}	
INSPECTION AND SERVICE REPAIRS FOR	}	
THE KOHLER GENERATOR AT THE	}	
TURLOCK PUBLIC SAFETY FACILITY	}	
	}	

WHEREAS, the preventive maintenance for diesel engine generator plays a critical role in maximizing, reliability, minimizing repairs and reducing long term cost; and

WHEREAS, the preventive maintenance program ensures our equipment is given the longest lifespan possible by finding, reporting and repairing small problems before they result in expensive breakdowns and downtime; and

WHEREAS, a well-planned maintenance program is essential to the operation of any power system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of \$5,000 to account number 110-20-200.43125-025 "Maintenance Generator Repair & Maintenance" from Fund 110 "General Fund" reserve balance for the annual preventive maintenance and inspection and service repair for the Kohler generator at the Turlock Public Safety Facility.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

August 12, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating funds in the amount of \$42,527 to Fund 266-20-255-341.51107 "JAG Expenses" for the purchase of front line police equipment authorized by the 2012 and 2013 JAG Grants previously awarded and accepted

2. DISCUSSION OF ISSUE:

The Turlock Police Department was award JAG Grants in 2012 (Grant number 2012-DJ-BX-1110) as well as in 2013 (Grant number 2013-H5234-CA-DJ) . The total amount awarded in 2012 was \$34,082. The total amount awarded in 2013 was \$31,542.

Staff previously purchased SWAT vests in the amount of \$23,097 using a portion of the 2012 JAG Grant monies. The remaining available balance of both grants equals \$42,527. These are "Draw-down" grants which require the agency to first make the purchase(s) and then submit for reimbursement.

Staff intends to make the purchases previously authorized by the 2012 and 2013 JAG Grants. A summary of equipment staff intends to purchase which was previously authorized by the granting authority is included as attachment "A" and "B."

3. BASIS FOR RECOMMENDATION:

A. Council approval is required to appropriate money.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment

Appropriate \$42,527 to Fund 266-20-255-341.51107 "JAG Expenses."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council may deny the purchase of the replacement vehicles.

ATTACHMENT A
2012-05-BX-1110

Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local Solicitation
CFDA 16.738

Applicant: Turlock Police Department
Grant Period: Start: July 1, 2012
End: June 30, 2016
Program to be funded: Law Enforcement
Amount Requested: \$34,082
Project Title: Operations - Equipment Purchase

Budget Narrative:

The amount requested will be utilized to purchase replacement equipment for front-line law enforcement use, in the form of weapons, ballistic vests, radios, and/or other equipment used by Officers and/or CSOs which are in need of replacement.

Budget:

Equipment purchase:		\$34,082
SWAT vests	\$23,097	
Digital recorders	1,485	
Digital cameras	2,500	
SWAT helmets	7,000	
Total:		\$34,082

ATTACHMENT B
2013-H5234-CA-DJ

Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local Solicitation
CFDA 16.738

Applicant: Turlock Police Department
Grant Period: Start: July 1,2013
End: June 30, 2017
Program to be funded: Law Enforcement
Amount Requested: \$31,542
Project Title: Operations - Equipment Purchase

Budget Narrative:

The amount requested will be utilized to purchase replacement equipment for front-line law enforcement use, in the form of weapons, ballistic vests, radios, and/or other equipment used by Officers and/or CSOs which are in need of replacement.

The City of Turlock Police Department has no pending applications for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and/or will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Budget:

Equipment purchase:		\$31,542
Laptop computers	\$ 900	
Digital cameras	500	
Surveillance antenna	300	
Ticket writers	20,042	
Pelican cases for ticket writers	800	
Drone with forward looking infrared or hand-help FLIR	9,000	
Total:		\$31,542

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2014-
FUNDS IN THE AMOUNT OF \$42,527 }
TO FUND 266-20-255-341.51107 "JAG }
EXPENSES" FOR THE PURCHASE OF }
FRONT LINE POLICE EQUIPMENT }
AUTHORIZED BY THE 2012 AND 2013 }
JAG GRANTS PREVIOUSLY AWARDED }
AND ACCEPTED }
_____ }

WHEREAS, the Turlock Police Department was awarded JAG Grants in 2012 (Grant number 2012-DJ-BX-1110) as well as in 2013 (Grant number 2013-H5234-CA-DJ). The total amount awarded in 2012 was \$34,082. The total amount awarded in 2013 was \$31,542; and

WHEREAS, staff previously purchased SWAT vests in the amount of \$23,097 using a portion of the 2012 JAG Grant monies. The remaining available balance of both grants equals \$42,527. These are "Draw-down" grants which require the agency to first make the purchase(s) and then submit for reimbursement; and

WHEREAS, staff intends to make the purchases previously authorized by the 2012 and 2013 JAG Grants, during the 2014-2015 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate funds in the amount of \$42,527 to Fund 266-20-255-341.51107 "JAG Expenses" for the purchase of front line police equipment authorized by the 2012 and 2013 JAG Grants previously awarded and accepted.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

5H

August 12, 2014

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk/Exec. Asst. to City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the response letter provided by Turlock Police Chief Robert Jackson to the Civil Grand Jury regarding Case 14-25GJ and authorizing the City Clerk to provide verification of such adoption to the Civil Grand Jury

2. DISCUSSION OF ISSUE:

Members of the 2013-14 Stanislaus County Civil Grand Jury (SCCGJ) toured the new Turlock Police and Fire Department Headquarters located at 244 N. Broadway, in Turlock. The SCCGJ also participated in Turlock Police Department ride-alongs to see how the agency interacted with their communities.

The SCCGJ provided a report of their findings to the City Council in June 2014. In response to those findings, Chief Robert Jackson provided a response letter to the presiding judge of the Stanislaus County Superior Court.

California Penal Code §933(c) specifies that not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency. To fulfill the requirements of Penal Code §933(c), it is recommended that Council adopt the response provided by Chief Jackson as their own and authorize the City Clerk to forward a copy of the approved Resolution to the Civil Grand Jury as verification of this action.

3. BASIS FOR RECOMMENDATION:

- A. California Penal Code §933(c) specifies that not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency to the presiding judge of the Stanislaus County Superior Court.

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). City Council could generate their own response, however, the response written by Chief Jackson is accurate and sufficient.

2013-2014 Stanislaus County Civil Grand Jury
Case # 14-25GJ
Turlock Police Department Tour
Turlock and Modesto Police Ride-Alongs

BACKGROUND

Members of the 2013-2014 Stanislaus County Civil Grand Jury (SCCGJ) toured the new Turlock Police and Fire Department Headquarters located at 244 N. Broadway, Turlock, CA 95380. The SCCGJ also participated in Turlock and Modesto Police Department ride-alongs.

Definition of Facilities

SCCGJ – Stanislaus County Civil Grand Jury

MPD – Modesto Police Department

TPD – Turlock Police Department

TPD/FDHD – Turlock Police Department and Fire Department Headquarters

The SCCGJ decided it would be beneficial for the community to see how the Turlock and Modesto Police Departments interacted with their communities. In order to do this, the SCCGJ participated in the Ride-Along programs sponsored by MPD and TPD.

MPD: 600 Tenth Street, Modesto, CA 95354

The MPD consists of three divisions. The Operations Division is the largest and is primarily made up of patrol and other uniformed enforcement units. The Investigative Services Division consists of detectives and special units that conduct follow-up investigations on serious crimes. The Support Division supplements the other two divisions with services such as records, parking enforcement, and animal control services. The MPD currently employs approximately 218 uniformed officers.

TPD: 244 N. Broadway, Turlock, CA 95380

The TPD consists of three divisions. The Field Operations Division includes the Patrol Unit, the Traffic Unit, and the Critical Response Team. The Support Operations Division includes records and 911 communications. The Special Operations Division includes Animal Control, Investigations and Property, and Evidence. TPD currently employs 74 uniformed officers.

DISCUSSION

On February 19, 2014, the SCCGJ toured the TPD/FDHQ in Turlock. The tour was led by the Chief of Police. The new facility is being used in a very cost effective way to save the taxpayers' money and to keep maintenance costs low. The TPD is very proud and eager to show the community its new facility.

Between the dates of March 5, 2014 and March 31, 2014, eight SCCGJ members participated in TPD and MPD ride-alongs. The hours varied from morning to late evening rides. The rides with each department were quite eye opening. Officers from the TPD and MPD were knowledgeable about their community and showed great problem-solving skills. It was very evident at both the TPD and MPD that the officers take great pride in their jobs and communities and continue to strive to make both cities a better place to live. The SCCGJ would like to thank both the TPD and MPD officers for their service and time.

FINDINGS (SPECIFIC TO DEPARTMENTS)

Turlock Police Department

- F1. The TPD is understaffed with sworn officers causing overtime and longer shifts for current sworn officers.
- F2. Sworn officers work well with the community and are very proactive to help the community.

Modesto Police Department

- F3. The MPD is understaffed with sworn officers causing overtime. Conversations with staff indicated a high turnover rate due to increased stress levels.
- F4. Sworn officers work well with the community and are very proactive to help the community.

RECOMMENDATIONS (SPECIFIC TO DEPARTMENTS)

Turlock Police Department

- R1. The SCCGJ realizes that the shortage of sworn officers is due to budget cuts, but recommends stronger recruitment campaigns and better benefits to attract qualified candidates.
- R2. None. The SCCGJ was very impressed with the TPD officers' community involvement.

Modesto Police Department

- R3. The SCCGJ realizes that the shortage of sworn officers is due to budget cuts, but recommends stronger recruitment campaigns and better benefits to attract qualified candidates, reduce stress levels, and lower the turnover rate.
- R4. None. The SCCGJ was very impressed with the MPD officers' community involvement.

REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05., the SCCGJ requests responses from the following:

- Turlock Chief of Police
- Modesto Chief of Police
- Turlock City Council
- Modesto City Council

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE } RESOLUTION NO. 2014-
RESPONSE LETTER PROVIDED BY }
TURLOCK POLICE CHIEF ROBERT }
JACKSON TO THE CIVIL GRAND JURY }
REGARDING CASE 14-25GJ AND }
AUTHORIZING THE CITY CLERK TO }
PROVIDE VERIFICATION OF SUCH }
ADOPTION TO THE CIVIL GRAND JURY }
_____ }

WHEREAS, members of the 2013-14 Stanislaus County Civil Grand Jury (SCCGJ) toured the new Turlock Police and Fire Department Headquarters located at 244 N. Broadway, in Turlock; and

WHEREAS, in addition, the SCCGJ also participated in Turlock Police Department ride-alongs to see how the agency interacted with their communities; and

WHEREAS, the SCCGJ provided a report of their findings to the City Council in June 2014, to which Chief Robert Jackson provided a response letter to the presiding judge of the Stanislaus County Superior Court (see Attachment A); and

WHEREAS, California Penal Code §933(c) specifies that not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the response letter provided by Police Chief Robert Jackson to the Civil Grand Jury regarding Case 14-25GJ and authorize the City Clerk to provide verification of such adoption to the Civil Grand Jury.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Robert A. Jackson
CHIEF OF POLICE
rjackson@turlock.ca.us



Turlock Police Department

244 N. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-664-7301 | FAX 209-667-5226 | TDD 209- 668-1207

June 30, 2014

The Honorable Loretta Murphy Begen
Family Law Department
Stanislaus County
800 11th Street
Modesto, CA 95354

Dear Judge Begen:

This letter is in response to a report completed by the Stanislaus County Civil Grand Jury identified as case #14-25GJ. The cover letter to the report addressed to me was from Judy Navarro, Foreperson Pro Tempore with the 2013-2014 Civil Grand Jury, dated June 23, 2014. First, I would like to start by thanking the Civil Grand Jury for the time and effort they put forth in visiting our department and spending time with our officers while participating in "ride-a-longs."

I have had a chance to review their report and findings on the topics they outlined in this report and have found them to be accurate, however, I feel more details are necessary to create a clearer picture of our status here at the department. I am pleased to report that some of the recommendations the jury have made in their report have already taken place.

Findings F1 and Recommendation R1

F1 states, "The TPD is understaffed with sworn officers causing overtime and longer shifts for current sworn officers." I agree with this statement.

R1 states, "The SCCGH realizes that the shortage of sworn officers is due to budget cuts, but recommends stronger recruitment campaigns and better benefits to attract qualified candidates."

Our department is currently understaffed due to five vacant police officer positions as well as four long term injuries. In addition to these vacancies over the last two years, we have cut seven additional vacant police officer positions due to budget constraints. Those cuts were necessary due to declining revenues into the City's general fund budget which was compounded by a loss of federal funding for four officers due to the expiration of a grant.

Over the last six months, we have been actively recruiting police officers. We have also reinstated the practice of hiring recruits and sending them to the police academy as employees of the department. Although this process adds as much as six months to the training process for new officers we feel it is a good practice for the future of the department. Just last month we received over 450 applications for these positions and are currently in the testing process to identify the best candidates. Our plans are to send two to four recruits to a police academy in September. Projections are that these recruits will finish their training in the academy in March of next year.

We are also actively recruiting for those that have already obtained their police academy training as well as lateral officers that are already working as an officer or deputy sheriff for a law enforcement agency somewhere else in the State of California. I am happy to say that we are making progress on all three recruitment strategies.

I do not agree with the entirety of the comments in recommendation R1. The way this short comment reads, it would appear that the jury believes our benefits are lacking. I understand it is a very easy assumption that just by offering increased benefits more people will be interested in a position. If a little more vetting was done, it would have been realized that our health care program for our employees is better than any comparison cities in our area. To say we need better benefits alludes to the idea that our benefits package is lacking. We must remember that benefits include much more than just an employee's salary. I anticipate in the future as our local economy improves, our employees will realize increases in their benefit packages.

Findings F2 and Recommendation R2

F2 states, "Sworn officers work well with the community and are very proactive to help the community."

R2 states, "None. The SCCGJ was very impressed with the TPD officers' community involvement."

I concur with the jury's findings. The comments by the jury are specific to our sworn staff. I would also add that in addition to our police officer efforts, our non-sworn staff also works very closely with our community. We take a great deal of pride in our commitment to the citizens of Turlock.

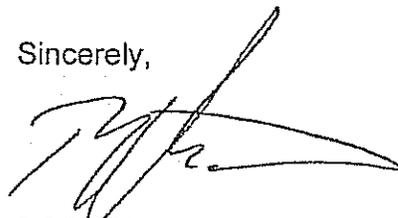
Although I am happy with the Jury not having a recommendation on our community involvement, we will continue to strive to bolster and improve upon our relationship with the community. With the impacts of prison realignment over the last several years, we have had to rely heavily on our partnerships with the community. Through these partnerships, it is our goal to lessen the chance of citizens falling victim to all crime and to also help enhance their quality of life in Turlock.

The Honorable Loretta Murphy Begen
June 30, 2014
Page 3

Our commitment to increase communications with the public can be seen with our expanded use of social media and the implementation of several conduits of communication. We are embracing the advancements in technology and are incorporating it into our department. We are also continuing with the efforts of enhanced crime prevention in Turlock.

Thank you for taking the time to review my response to the findings and recommendation report completed by the Stanislaus County Civil Grand Jury. Please contact me if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Jackson', with a long horizontal flourish extending to the right.

ROBERT A. JACKSON
Chief of Police

RAJ:mrs



Council Synopsis

7A

August 12, 2014

From: Allison Van Guilder, Parks, Recreation and Public Facilities
Manager

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities
Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

When the City is notified of a sidewalk that is out of repair and in a condition to endanger persons or property, staff immediately respond and initiate the sidewalk repair process. Staff places appropriate signage at the location of the hazard and mails a letter to the property owner regarding their statutory obligation to repair the hazard.

Initially we seek voluntary compliance and provide property owners with 10 days to respond to the initial notice. City staff will work with responsive property owners if an extension is necessary and also provide financial assistance to those who qualify. The Sidewalk Cost Share Program and Sidewalk Encroachment Permit Fee Relief Program are intended to alleviate some of the financial burden for property owners.

For non-responsive property owners, a second notice will be posted at the real property location, adjacent to where the out of repair sidewalk is located and the property owner will be provided two weeks to make the necessary repairs in accordance with State law. If the property owner does not respond to the second notice, the City is required to make the repair and the cost of those repairs may become a lien on the property.

The City Council has previously declared sidewalk areas remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and requires all owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of

inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

3. BASIS FOR RECOMMENDATION:

Chapter 22 of Division 7, Part 3, of the State of California Streets and Highways Code

Turlock Municipal Code 7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

Strategic Plan Initiative:

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal: a) Community Infrastructure

- i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment:

Reimbursement costs of repairs into account 217-50-510.35350 "Sidewalk Repair Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Council may consider not assessing the property owners for reimbursement of frontage improvement repair costs. This would put a financial burden on the budget and would place those property owners who have maintained their sidewalk areas at a disadvantage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }
PROPERTIES FOR SIDEWALK REPAIR }
COSTS AND ESTABLISHING A LIEN FOR }
PAYMENT }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City Council has held a hearing on the report prepared and filed by the Superintendent of Streets on the costs assessed to the owners of properties adjacent to such nuisances and repaired by the City; and

WHEREAS, the City Council has heard the report together with any objections or protests which was raised by any of the property owners liable to be assessed for the work of making such repairs and any other interest party to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirms the report and the assessments and liens are hereby placed on the following described properties for sidewalk repair costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver
City Clerk, City of Turlock, County
of Stanislaus, State of California

EXHIBIT "A"
REPORT OF REPAIRS WHICH HAVE BEEN MADE

NAME OF OWNER	DESCRIPTION OF REAL PROPERTY ADJACENT TO WHERE REPAIRS HAVE BEEN MADE	REPAIRS WHICH HAVE BEEN MADE	ABATEMENT		COST OF REPAIRS	AMOUNT OF ASSESSMENT
			DATE	NUMBER		
Vicki Nelson-Hollis 140 Covina Ave. Long Beach, CA 90803-3301	3073 Kendra Ct.	Sidewalk Repair	6/12/14	072-013-013-000	\$2,570.89	\$2,570.89



**Council
Synopsis**

8A

August 12, 2014

From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation and Public Facilities
Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding among Stanislaus County Office of Education, City of Turlock and Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the ASES Program (Supporting After School for Everyone)

2. DISCUSSION OF ISSUE:

The City of Turlock along with the Stanislaus County Office of Education (SCOE), and Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School and Wakefield Elementary School intend to work together with Project SAFE II (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours. All agencies agree that the implementation of the ASES (After School Education and Safety Program) will further this goal.

3. BASIS FOR RECOMMENDATION:

- A) Parks, Recreation and Public Facilities Department has limited or no funds for financial support of this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.
- B) Funding through the Project Safe – ASES Program grant will provide \$84,150 per year per designated elementary sites and \$67,510.01 for the Jr. High.
- C) By entering into this agreement, the City would be able to leverage resources to increase needed Recreation programs for community youth.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The 2014/15 budget affects the attached agreement. There will be no impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). There is a need for enhanced after school programs within the community and without these funds the Parks, Recreation and Public Facilities Department would not be able to provide staffing, equipment or the supplies to meet this need. Not entering into this agreement would limit the number of children who would be eligible to participate and the Parks, Recreation and Public Facilities Department would have to continue seeking additional grants and community donations for the after school programs.

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS COUNTY OFFICE OF EDUCATION
AND
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
AND
WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM
ELEMENTARY, OSBORN ELEMENTARY, TURLOCK JR. HIGH AND WAKEFIELD
ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education ("SCOE") and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Elementary, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2014 through June 30, 2015:

SCOE will:

- serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education ("CDE") guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE's first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15th, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administering the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- serve as liaison between CDE and Districts/Sites.
- compile data from sites for evaluation and oversee evaluation.

OK for Agenda
[Signature]

- create marketing campaign for sites that need to boost attendance.
- coordinate and participate in nine consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- Provide each site with a technical assistance Coordinator that helps with all technical assistance needs and conducts four site visits to each program throughout the year.
- Collaborate with community partners, and advisory committee to encourage community support that enhances programs throughout the region.
- Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- receive the amount for each site: Walter Brown (\$16,875), Crowell (\$16,875), Cunningham (\$16,875), Osborn (\$16,875), Turlock Jr. High (\$22,500) and Wakefield (\$16,875).

City of Turlock will:

- administer after school programs at School.
- operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ensure that funds from ASES will supplement, not supplant, existing services and funds.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- submit annual operating budget.
- collect and input data on the SCOE website for evaluation.
- assign district and/or site representatives to participate in nine consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- receive the amount for each site: Walter Brown (\$84,150), Crowell (\$84,150), Cunningham (\$84,150), Osborn (\$84,150), Turlock Jr. High (\$67,510.01) and Wakefield (\$84,150).

School will:

- Establish an early release policy and send copy of board approval to SCOE.
- provide a nutritional snack daily that meets USDA requirements.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content

subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.

- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- cooperate with evaluator to collect and input assessment data including STAR data.
- submit annual operating budget.
- collect and input data on the SCOE website for evaluation.
- commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- identify appropriate community partners including youth and parents.
- subcontract with area CBO for activities (when needed).
- receive the amount for each site: Walter Brown (\$11,475), Crowell (\$11,475), Cunningham (\$11,475), Osborn (\$11,475), Turlock Jr. High (\$59,989.99) and Wakefield (\$11,475).

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.

SCOE Prevention Programs
Consortium Lead After School Programs

District Superintendent

School Principal

City of Turlock Rep

School Principal

SCOE Deputy Superintendent of
Business Services

8B



**Council
Synopsis**

August 12, 2014

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock and the Stanislaus County Regional Apprehension Team (RAT) to locate noncompliant offenders within Stanislaus County through proactive enforcement, and authorizing the City Manager and the Chief of Police to execute the MOU

2. DISCUSSION OF ISSUE:

On April 4, 2011, Governor Brown signed Assembly Bill 109 (AB 109), which made fundamental changes to California's correctional system. AB 109 realigned custodial and community supervision responsibility for non-serious, non-violent, and non-sex offenders, as well as supervision of lower level adult parolees returning from state prison sentences to counties.

Starting October 1, 2011, any offender who was convicted of a non-serious, non-violent felony and is not deemed a high risk sex offender will be placed on local supervision through the Probation Department upon their release from state prison. This population is being referred to as the Post Release Community Supervision (PRCS). Anyone on parole before October 1, 2011, remains under state jurisdiction until they are discharged.

In addition, any individual who is serving a term for a current serious or violent offense, a third striker, high risk sex offender, or a mentally disordered offender will remain in state parole's jurisdiction.

In the PRCS population, along with any criminal justice population, a certain percentage of individuals will abscond from supervision and will need to be brought back in front of the Court to face appropriate sanctions for their actions.

When PRCS offenders fail to report to their probation officer and their whereabouts are unknown, probation officers will request bench warrants from the Court. In an effort to locate noncompliant PRCS offenders, law enforcement agencies in Stanislaus County agree to combine resources and work

cooperatively in the apprehension of this population. The use of this regional apprehension team is intended to ensure a well-coordinated, county-wide law enforcement program to locate noncompliant offenders in our county.

3. BASIS FOR RECOMMENDATION:

- A) City of Turlock policy requires City Council approve all agreements and memorandums of understanding.

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

Goal(s): 1 (b) Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

Goal(s): 1 (c) Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District

Strategic Plan Initiative: C) PUBLIC SAFETY:

Goal(s): 1 (b)(i)(b) Enhance Internal and External Communications and Teamwork

4. FISCAL IMPACT / BUDGET AMENDMENT:

Participating agencies will be reimbursed for salary costs up to time and one half for time spent participating in RAT operations. Each participating agency will be responsible for expenses associated with vehicle usage for the respective members.

The Community Corrections Partnership Executive Committee will establish a yearly budget to project expenditures necessary for apprehension team operations. Participating agencies shall submit invoices and proper documentation (copies of salary scheduled and overtime payroll records) no later than thirty (30) days after the date of the activity for which reimbursement is being requested.

Budget line items identified include:

Revenue – 266-20-255-354.35720

Expense – 266-20-255-354.41100_021

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Disapprove Turlock Police Department's participation in the regional apprehension team.

STANISLAUS COUNTY REGIONAL APPREHENSION TEAM MEMORANDUM OF UNDERSTANDING

I. OVERVIEW

On April 4, 2011, Governor Brown signed Assembly Bill 109 (AB 109), which made fundamental changes to California's correctional system. AB 109 realigned custodial and community supervision responsibility for non-serious, non-violent, and non-sex offenders, as well as supervision of lower level adult parolees returning from state prison sentences to counties. Starting October 1, 2011, any offender who was convicted of a non-serious, non-violent felony and is not deemed a high risk sex offender will be placed on local supervision through the Probation Department upon their release from state prison. This population is being referred to as the Post Release Community Supervision (PRCS). Anyone on parole before October 1, 2011, remains under state jurisdiction until they are discharged. In addition, any individual who is serving a term for a current serious or violent offense, a third striker, high risk sex offender, or a mentally disordered offender (MDO) will remain in state parole's jurisdiction.

In the PRCS population, along with any criminal justice population, a certain percentage of individuals will abscond from supervision and will need to be brought back in front of the Court to face appropriate sanctions for their actions. When PRCS offenders fail to report to their probation officer and their whereabouts are unknown, probation officers will request bench warrants from the Court. In an effort to locate noncompliant PRCS offenders, law enforcement agencies in Stanislaus County agree to combine resources and work cooperatively in the apprehension of this population. The use of this regional apprehension team is intended to ensure a well-coordinated, county-wide law enforcement program to locate noncompliant offenders in our county.

II. MISSION

The mission of the Stanislaus County Regional Apprehension Team is to locate noncompliant offenders within Stanislaus County through proactive enforcement.

OK for Agenda


III. REGIONAL APPREHENSION TEAM ORGANIZATION

Community Corrections Partnership Executive Committee

The Community Corrections Partnership Executive Committee shall govern the affairs of the Regional Apprehension Team. The Executive Committee is comprised of the Chief Probation Officer (Chairperson), Stanislaus County Sheriff, Stanislaus County District Attorney, Stanislaus County Public Defender, Modesto Police Department Chief, Presiding Stanislaus County Superior Court Judge and the Director of the Stanislaus County Behavioral Health and Recovery Services. The Executive Committee will meet on an as needed basis to review team operations and will provide direction, guidance and oversight.

Regional Apprehension Team Officers

The Regional Apprehension Team will be staffed by personnel referred by the participating law enforcement agencies. The Probation Department will take the lead in organizing and coordinating county operations including notification to the agencies when and where apprehension operations will be taking place. The Probation Department will also notify the agencies on how many officers will be needed for each operation. Pre-operation reports will be sent to all participating agencies prior to each operation along with post-operation reports at the conclusion of each activity. The lead agency will be decided upon prior to each apprehension operation.

IV. FISCAL PROCEDURES

Participating agencies will be reimbursed for salary costs up to time and one half for time spent participating in RAT operations. Each participating agency will be responsible for expenses associated with vehicle usage for their respective members.

The Community Corrections Partnership Executive Committee will establish a yearly budget to project expenditures necessary for apprehension team operations. Participating agencies shall submit invoices and proper documentation (copies of salary schedules and overtime payroll records) to the following address no later than 30 days after the date of the activity for which reimbursement is being requested. Requests made after the 60-day limit can be denied.

Stanislaus County Probation Department
2215 Blue Gum Avenue
Modesto, CA 95358
Attn: Karen Curci

V. LIABILITY

Personnel assigned to the Regional Apprehension Team shall be deemed to be continuing under the employment of their respective jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

Each participating agency shall be responsible for the acts of its respective members, as well as for any losses, damages, claims, demands, vehicle accidents or other liabilities arising out of that member's services and activities while participating in the apprehension team. Each participating agency shall also be liable for any and all worker's compensation benefits for their personnel injured in the course and scope of duty while participating in the apprehension team.

Each participating agency, insofar as it may legally do so, agrees to defend, indemnify and hold harmless all other participating agencies, their officers, agents and employees from and against any and all claims and demands whatsoever resulting from their member's negligence in connection with acts or omissions related to this agreement.

VI. REPORTING

The Adult Division Director of the Stanislaus County Probation Department will be responsible for implementing a reporting system for tracking apprehension team activity and resource utilization. The reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership Executive Committee as well as to ensure an accountability of personnel and resources.

VII. TERMS OF AGREEMENT

This agreement shall remain in effect until June 30, 2017. Participating agencies may elect to terminate the agreement at any time prior to its expiration date. Any agency wishing to do so shall indicate such intent in writing to the Community Corrections Partnership Executive Committee, in care of the Chief Probation Officer. The termination shall be deemed to take effect not less than 30 days after receipt of the written notice or upon a date established by mutual agreement.

VIII. SIGNATURES

The undersigned represent authority to execute this agreement on behalf of their respective agencies; and in signing this formal agreement, represent concurrence with and support of the Stanislaus County Regional Apprehension Team as set forth in this agreement and for the period and purposes as stated herein.

COUNTY OF STANISLAUS PROBATION DEPARTMENT

Jill Silva, Chief Probation Officer

Date

COUNTY OF STANISLAUS SHERIFF'S DEPARTMENT

Adam Christianson, Sheriff

Date

COUNTY OF STANISLAUS DISTRICT ATTORNEY'S OFFICE

Birgit Fladager, District Attorney

Date

MODESTO POLICE DEPARTMENT

Galen Carroll, Chief of Police

Date

Jim Holgersson, Interim City Manager

Date

Tara M. Mazzenti, Senior Deputy City Attorney

Date

OAKDALE POLICE DEPARTMENT

Lester Jenkins, Chief of Police

Date

Tom Hallinan, Oakdale City Attorney

Date

TURLOCK POLICE DEPARTMENT

Robert Jackson, Chief of Police

Date

Roy Wasden, City Manager

Date

Phaedra Norton, City Attorney, Approved As To Form

Date

CALIFORNIA STATE UNIVERSITY, STANISLAUS

Steve Jaureguy, Chief of Police

Date

CERES POLICE SERVICES

Brent Smith, Interim Chief of Police

Date

Mike Lyons, City Attorney

Date

HUGHSON POLICE SERVICES

Darin Gharat, Chief of Police

Date

NEWMAN POLICE DEPARTMENT

Randy Richardson, Chief of Police

Date

PATTERSON POLICE SERVICES

Tori Hughes, Chief of Police

Date

RIVERBANK POLICE SERVICES

Erin Kiely, Chief of Police

Date

WATERFORD POLICE SERVICES

Mike Radford, Chief of Police

Date

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: _____
Robert J. Taro, Deputy County Counsel