City Council Agenda

JULY 26, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

Council Members
William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
Vice Mayor

City Manager
Gary R. Hampton
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 agendized topic 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. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: National Night Out, August 2, 2016, accepted by Turlock Police Lieutenant Joey Mercado
B. *Recognition*: Million Acts of Kindness
C. *Presentation*: Focus on Prevention Update, presented by Stanislaus County Community Development and Empowerment Manager Ruben Imperial and Supervisor Vito Chiesa

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)

2. Police Department Briefing on Crime (*Jackson*)

3. Pet of the Month (*Animal Control*)

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 that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) 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 TOP TEN/MAXIMUM CONTRIBUTORS

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 6/23/16 in the amount of $452,773.28; Demands of 6/30/16 in the amount of $1,602,890.23; Demands of 4/30/16 in the amount of $640,813.86

B. *Motion*: Accepting Minutes of Regular Meeting of July 12, 2016

C. 1. *Motion*: Approving Contract Change Order No. 1 (Final), in the amount of $3,589.25 (Fund 240), for City Project No. 14-26B, "Council Chambers Improvements," bringing the contract total to $501,396.25
2. *Motion*: Accepting improvements for City Project No. 14-26B, "Council Chambers Improvements," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Approving Contract Change Order No. 1 (Final), in the amount of $629.60 (Fund 205), for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement," bringing the contract total to $9,463.98
2. *Motion*: Accepting improvements for City Project No.15-82, "Turlock Regional Sports Complex Fence Replacement," and authorizing the City Engineer to file a Notice of Completion

E. *Resolution*: Accepting an in-kind donation from Lancaster Painting to paint the Police Activities League and Marty Yerby buildings located at Columbia Park as part of the "Love Turlock" event

F. 1. *Resolution*: Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office
2. *Resolution*: Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office

G. *Resolution*: Accepting the Turlock Downtown Property Owners Association 2015-2016 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650

H. *Motion*: Approving Amendment No. 2 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., extending the term of the contract through December 31, 2016, for additional work for the Rehabilitation/Modification Services of Well 32

I. *Motion*: Awarding RFP 16-356 and Contract No. 16-082 to CalChem of Modesto, for the purchase of Aluminum Chlorohydrate for the Turlock Regional Water Quality Control Facility, in an annual amount not to exceed $300,000 and $600,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-356 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

J. *Motion*: Awarding RFP 16-357 and Contract No. 16-079 to Financial Credit Network, Inc. of Visalia, for collection agency services in an annual amount not to exceed $10,000 and $20,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-357 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

K. 1. *Motion*: Approving a Policy Manual Subscription Agreement with Lexipol, LLC to provide for the implementation and maintenance of a Fire Policy Manual, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, for an initial period of 12 months, with a total cost not to exceed $13,078

2. *Resolution*: Appropriating $13,078 to 110-30-300.43246 "Policy Manual," $13,078 to 110-30-300.38001_260 "Transfer In Policy Manual" and $13,078 to 116-30-305.48001_260 "Transfer Out Policy Manual" for a transfer from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase and maintenance of an online Policy Manual Subscription Agreement with Lexipol, LLC

L. *Motion*: Approving an Operational Agreement between the City of Turlock and the Haven Women's Center of Stanislaus to coordinate and provide services to sexual assault and domestic violence victims in the City of Turlock

M. 1. *Motion*: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers (MFP) for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from US Bank Equipment Finance as the lessor, for a period of sixty (60) months, in the total amount of $85,020 with a monthly cost of $1,417, without compliance to the formal bid procedure in accordance with Turlock Municipal Code § 2-7-08(b)(5)

2. *Motion*: Approving nine (9) Maintenance Agreements with Mo-Cal Office Solutions, as an authorized Kyocera company, based on a per copy cost of $0.0085 for black & white and $0.05 for color

N. *Motion*: Awarding RFP 16-352 and Contract No. 16-352 to Applied Pest Management, Inc. of Vallejo, for pest control services for all City owned/leased buildings, in an annual amount not to exceed $10,000 and $30,000 for a period of thirty six (36) months, having met all the specifications of RFP 16-352 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

O. *Motion*: Authorizing issuance of Request for Proposal (RFP) 16-370 for printer maintenance and management system for all LaserJet printers throughout City departments

P. *Motion*: Approving a Professional Services Retainer Agreement with MGT of America, Inc. for the preparation and filing of 2016-17 SB90 - State Mandated Cost Reimbursement claims (based on 2015-16 actual costs) in an amount not to exceed $9,200

Q. *Motion*: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, October 7, 2016, in Long Beach, California

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 to confirm Diagrams, Assessments, the Engineer's Report, and the Levying and Collection of Assessments as originally proposed for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128; approve an Agreement between the County of Stanislaus Auditor-Controller's Office and the City of Turlock to provide administrative services related to the placement of Direct Assessments on the Property Tax Roll for all direct assessment tax codes set forth in the agreement for the City of Turlock and to distribute the taxes collected to the City. *(Pitcock)*

Recommended Action:
Resolution: Confirming Diagrams, Assessments, the Engineer's Report, and the Levying and Collection of Assessments as originally proposed for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128

Motion: Approving an Agreement between the County of Stanislaus Auditor-Controller's Office and the City of Turlock to provide administrative services related to the placement of Direct Assessments on the Property Tax Roll for all direct assessment tax codes set forth in the agreement for the City of Turlock and to distribute the taxes collected to the City

8. SCHEDULED MATTERS

A. Request to authorize approval of the Assyrian Fest 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by the Holy Apostolic Catholic Assyrian Church of the East, on Saturday, August 27, 2016 from 7:00 a.m. to 10:00 a.m., and authorize the City Manager to apply appropriate conditions and restrictions on the event. (*Traini*)

Recommended Action:
Motion: Authorizing approval of the Assyrian Fest 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by the Holy Apostolic Catholic Assyrian Church of the East, on Saturday, August 27, 2016 from 7:00 a.m. to 10:00 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the event

9. MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:

1) When a majority decides there is an "emergency situation" (as defined for emergency meetings).
2) When two-thirds of the members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action "came to the attention of the local agency subsequent to the agenda being posted." This exception requires a degree of urgency. Further, an item cannot be considered under this provision if the legislative body or the staff knew about the need to take immediate action before the agenda was posted. A "new" need does not arise because staff forgot to put an item on the agenda or because an applicant missed a deadline.
3) When an item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

A legitimate immediate need can be acted upon even though not on the posted agenda by following a two-step process. First, make two determinations: (a) that there is an immediate need to take action and (b) that the need arose after the posting of the agenda. The matter is then "placed on the agenda." Second, discuss and act on the added agenda item.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Cases: (1 case)

13. ADJOURNMENT

2A

IN HONOR OF

NATIONAL NIGHT OUT 2016

August 2, 2016

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2, 2016 entitled "National Night Out"; and

WHEREAS, the "33rd Annual National Night Out" provides a unique opportunity for the City of Turlock to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Turlock plays a vital role in assisting the Turlock Police Department through joint crime, drug and violence prevention efforts in the City of Turlock and is supporting "National Night Out 2016" locally; and

WHEREAS, it is essential that all citizens of the City of Turlock be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs and violence in the City of Turlock; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby call upon all citizens of the City of Turlock to join the City of Turlock and the National Association of Town Watch in supporting the **"33rd Annual National Night Out"** on August 2, 2016.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 26th day of July, 2016.

_____

GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

RECEIVED
JUL 11 2016
City of Turlock
Administrative Services

4B1

AMY BUBLAK FOR CITY COUNCIL 2012

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381
$3200.00

MONTE VISTA CROSSINGS LLC
1855 OLYMPIC BLVDSTE 250
WALNUT CREEK, CA 94596
$2500.00

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382
$1000.00

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381
$1250.00

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381
$2000.00

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382
$1000.00

EXPRESS CAR WASH
PO BOX 3469
MODESTO, CA 95353
$500.00

DE MARTINI INC
5013 JENNINGS ROAD
MODESTO, CA 95358
$500.00

GEORGE PETRULAKIS
1300 WOODSTONE DRIVE
MODESRO, CA 95356
$500.00
ALAN & KATHY MARCHANT
PO BOX 1865
TURLOCK, CA 95381
$500.00

4B2
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Administrative Services

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

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City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

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City Clerk

July 26, 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

1. Steven Nascimento
2. Manuel Vieira
3. Stephen Smith
4. Marc Dias
5. LeeAnn Dias
6. Alan Marchant
7. Northern California Carpenters Regional Council
8. IBEW Local 684 PAC
9. Pageo Lavendar Farm
10. Exit Realty Consultants

4B5

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Associated Feed

California Poultry Association

Dean Doerksen

George Petrulakis

Hall Equities

JKB Living

John Ferrari

Mark and Dana Kirkes

Michael and Kristy Frantz

Michael and Deborah Ireland

Michael McNulty

Pacific Gas and Electric

Peter and Maia Cipponerri

Prospector, LLC

Toscana's Ristorante

*Please note that there are more than ten names listed because I am providing BOTH my "top ten contributors" and (not "or") a list of "all maximum contributors" for the period between Nov 4, 2014 and next election on Nov 6, 2018.

Gary Soiseth

Mayor

City of Turlock, California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 06/23/16 IN THE AMOUNT OF $452,773.28; WEEKLY DEMANDS OF 06/30/16 IN THE AMOUNT OF $1,602,890.23; MONTHLY DEMANDS OF 04/30/16 IN THE AMOUNT OF $640,813.86	}	**RESOLUTION NO. 2016-**

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:
06/23/16	$452,773.28
06/30/16	$1,602,890.23
04/30/16	$640,813.86

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107542	06/20/2016	Open			Utility Management Refund	ABDULZHARA, ALI	$64.13		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	243167-004	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$64.13

107543	06/20/2016	Open			Utility Management Refund	BALI, NAVDEEP	$44.64	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	174955-003	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$44.64

107544	06/20/2016	Open			Utility Management Refund	CASTLE ASSETS LLC	$107.15	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	209961-005	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$107.15

107545	06/20/2016	Open			Utility Management Refund	DAVIDSON, JONATHAN	$36.71	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	558346-001	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$36.71

107546	06/20/2016	Open			Utility Management Refund	DOMINGUEZ, DORA	$95.91	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	171409-002	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$95.91

107547	06/20/2016	Open			Utility Management Refund	DURAN, JENNIFER, JUNE	$191.77	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	195189-006	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$191.77

5A1

Payment Register

From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

107548 06/20/2016 Open Utility Management Refund ESTRADA, MARICELA $214.28

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	200328-002	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$214.28

107549 06/20/2016 Open Utility Management Refund FROMOLI, RABIA $118.10

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	829722-001	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$118.10

107550 06/20/2016 Open Utility Management Refund GERMANO, DAVID $203.41

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	529494-003	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$203.41

107551 06/20/2016 Open Utility Management Refund GREEN, BRYAN $130.17

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	630578-001	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$130.17

107552 06/20/2016 Open Utility Management Refund GUTIERREZ, TRINA MARIE $47.41

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	608106-006	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$47.41

107553 06/20/2016 Open Utility Management Refund HOLBERT, DEVINA $60.65

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	749486-007	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$60.65

107554 06/20/2016 Open Utility Management Refund KLEIN, MARTHA $361.32

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	876992-002	MOVE OUT CREDIT	06/15/2016	Refund

Payment Register

From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$361.32

107555 06/20/2016 Open Utility Management Refund LADD, JO ANN $49.90

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Flat	48569-001	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$49.90

107556 06/20/2016 Open Utility Management Refund LITFIN FAMILY PARTNERSHIP $98.62

Account Type	Account Number	Description	Transaction Date	Transaction Type
Commercial Metered	920312-002	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$98.62

107557 06/20/2016 Open Utility Management Refund MASON, JAMES $107.57

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	496359-003	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$107.57

107558 06/20/2016 Open Utility Management Refund MCROY WILBUR COMMUNITY $46.47

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000599-001	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$46.47

107559 06/20/2016 Open Utility Management Refund MORGAN, JESSE $24.12

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	890723-002	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$24.12

107560 06/20/2016 Open Utility Management Refund PALM JR LLC $137.23

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	512591-004	MOVE OUT CREDIT	06/15/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$137.23

107561 06/20/2016 Open Utility Management Refund PERAL, MARIA $61.97

Payment Register

From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	156507-004	MOVE OUT CREDIT	06/15/2016	Refund
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		$61.97

107562 06/20/2016 Open — Utility Management Refund — RILEY, JULIE — $25.58

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	406724-002	MOVE OUT CREDIT	06/15/2016	Refund
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		$25.58

107563 06/20/2016 Open — Utility Management Refund — SANFORD, JAMES — $149.60

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	116750-001	MOVE OUT CREDIT	06/15/2016	Refund
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		$149.60

107564 06/20/2016 Open — Utility Management Refund — THAKUR, AMPANA — $209.13

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	175188-004	MOVE OUT CREDIT	06/15/2016	Refund
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		$209.13

107565 06/20/2016 Open — Accounts Payable — FARIA, JAMIE — $142.00

Invoice	Date	Description	Amount
6/15/16 Payroll	06/17/2016	6/15/16 Payroll - Faria, Brian Withholding	$142.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$142.00

107566 06/20/2016 Open — Accounts Payable — SUPPORT PAYMENT CLEARING — $439.13

Invoice	Date	Description	Amount
6/15/16 Payroll	06/17/2016	6/15/16 Payroll - Becchetti, Peter Withholding	$439.13
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$439.13

107567 06/22/2016 Open — Utility Management Refund — FLAHERTY, NICOLE — $94.17

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	256064-002	MOVE OUT CREDIT	06/22/2016	Refund
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		$94.17

Payment Register

From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

107568 06/22/2016 Open Utility Management Refund FUSION SALON $90.11

Account Type	Account Number	Description	Transaction Date	Transaction Type
Commercial Metered	T00082-002	MOVE OUT CREDIT	06/22/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$90.11

107569 06/22/2016 Open Utility Management Refund SOTO PALOMINOS, NOE $70.93

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	121851-008	MOVE OUT CREDIT	06/22/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$70.93

107570 06/22/2016 Open Utility Management Refund WOODRUFF, CYNTHIA $110.98

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	204811-003	MOVE OUT CREDIT	06/22/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$110.98

107571 06/23/2016 Open Accounts Payable A & A PORTABLES INC $748.92

Invoice	Date	Description	Amount
1-653106	06/20/2016	PORTABLE FOR PEDRETTI	$516.87
1-652863	06/20/2016	PORTABLE FOR ASSESSMENTS	$79.76
1-652437	06/15/2016	Rental-Temporary Restroom at the Turlock Regional Transit center	$152.29

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$516.87
246 - Landscape Assessment	246.11000 (Cash)	$79.76
426 - Transit - Fixed Route	426.11000 (Cash)	$152.29

107572 06/23/2016 Open Accounts Payable AFLAC $5,359.79

Invoice	Date	Description	Amount
465813	06/21/2016	AFLAC - JUNE 2016 PREMIUMS	$5,359.79

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$5,359.79

107573 06/23/2016 Open Accounts Payable AFLAC GROUP INSURANCE $2,275.80

Invoice	Date	Description	Amount
A069066000	06/21/2016	AFLAC GROUP - JUNE 2016 PREMIUMS	$2,275.80

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$2,275.80

107574 06/23/2016 Open Accounts Payable AIRGAS NCN $920.29

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Invoice	Date	Description	Amount
9051251594	06/10/2016	EAR PLUGS, MASKS	$88.54
9936839557	06/10/2016	CYLINDER RENTAL INVOICE	$831.75
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$920.29

107575	06/23/2016	Open	Accounts Payable	ALFRED MATTHEWS COLLISION	$803.89

Invoice	Date	Description	Amount
90087501	06/13/2016	REPAIRS TO DAMAGED UNIT	$803.89
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$803.89

107576	06/23/2016	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	$100.00

Invoice	Date	Description	Amount
564249	06/17/2016	PSF PEST CONTROL - MAY 2016	$100.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$100.00

107577	06/23/2016	Open	Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	$58.12

Invoice	Date	Description	Amount
I500-00040011	06/20/2016	DOT DRUM SET UP & DELIVERY	$58.12
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$58.12

107578	06/23/2016	Open	Accounts Payable	AT&T MOBILITY	$46.66

Invoice	Date	Description	Amount
992507796X062016	06/17/2016	992507796 / PD-IT Line	$46.66
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$46.66

107579	06/23/2016	Open	Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	$2,092.50

Invoice	Date	Description	Amount
COT6.2016	06/20/2016	SPRING/SECOND SESSION 2016 DANCE CLASSES	$2,092.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,092.50

107580	06/23/2016	Open	Accounts Payable	CAROLLO ENGINEERS	$20,962.69

Invoice	Date	Description	Amount
0149224	06/15/2016	15-39B RWQCF Denitrification	$20,962.69
Paying Fund		Cash Account	Amount
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)	$20,962.69

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107581 06/23/2016 Open Accounts Payable CHAMPION INDUSTRIAL $426.65

Invoice	Date	Description	Amount
51521	06/13/2016	REPAIR THE A/C @ ANIMAL CONTROL	$341.65
51580	06/17/2016	PEDRETTI PARK - PROBLEMS WITH WATER COOLER	$85.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$341.65
205 - Sports Facilities	205.11000 (Cash)	$85.00

107582 06/23/2016 Open Accounts Payable CHARTER COMMUNICATIONS $673.97

Invoice	Date	Description	Amount
0465535 -6/12/16	06/17/2016	8203 13 001 0465535 / Admin Internet	$69.98
0072829 -6/12/16	06/17/2016	8203 13 005 0072829 / Muni Internet	$60.00
0763228 -6/15/16	06/17/2016	8203 13 001 0763228 / IT Internet	$60.00
0461088 -6/12/16	06/17/2016	8203 13 001 0461088 / City Hall	$399.00
0695883 -6/16/16	06/17/2016	8203 13 001 0695883 / 901 S Walnut Rd (WQC)	$84.99

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$69.98
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$102.49
420 - WATER	420.11000 (Cash)	$42.50
501 - Information Technology	501.11000 (Cash)	$459.00

107583 06/23/2016 Open Accounts Payable CHILDREN'S CRISIS CENTER $7,372.00

Invoice	Date	Description	Amount
Draw 2, 6/13/16	06/15/2016	CHILDREN'S CRISIS CENTER PUBLIC SERVICE GRANT FY 2015-2016	$3,218.25
Draw 3, 6/14/16	06/15/2016	CHILDREN'S CRISIS CENTER PUBLIC SERVICE GRANT FY 2015-2016	$4,153.75

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$7,372.00

107584 06/23/2016 Open Accounts Payable CITY OF NEWMAN $2,500.00

Invoice	Date	Description	Amount
Admin Draw 1	06/15/2016	NEWMAN HOME CONSORTIUM FY 2015-2016	$2,500.00

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$2,500.00

107585 06/23/2016 Open Accounts Payable CITY OF OAKDALE $959.17

Invoice	Date	Description	Amount
Admin Draw 1	06/15/2016	CITY OF OAKDALE HOME CONSORTIUM FY 2015-2016	$959.17

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$959.17

107586 06/23/2016 Open Accounts Payable CITY OF TURLOCK - CASH $331.86

Invoice	Date	Description	Amount

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6-20-16 REPLN	06/20/2016	FIN AR-REPLENSIH PETTY CASH 6-20-16		$331.86
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$162.74
266 - Police Services Grants		266.11000 (Cash)		$47.59
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$10.76
420 - WATER		420.11000 (Cash)		$21.33
502 - Engineering		502.11000 (Cash)		$89.44

107587	06/23/2016	Open	Accounts Payable	CITY OF WATERFORD	$2,500.00
Invoice	Date	Description			Amount
Admin 2015-2016	06/15/2016	CITY OF WATERFORD HOME Consortium			$2,500.00
Paying Fund		Cash Account			Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)			$2,500.00

107588	06/23/2016	Open	Accounts Payable	COIT RESTORATION SVCS INC	$558.81
Invoice	Date	Description			Amount
S040344I	06/10/2016	490 S GOLDEN STATE			$558.81
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$558.81

107589	06/23/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$5,686.42
Invoice	Date	Description			Amount
6/15/16-MED/DEP	06/21/2016	CBA- DEP CARE & UNREIM MED-6/15/16 PAYROLL			$5,686.42
Paying Fund		Cash Account			Amount
511 - Health Care		511.11000 (Cash)			$5,686.42

107590	06/23/2016	Open	Accounts Payable	CONTRERAS, JENNIFER	$150.00
Invoice	Date	Description			Amount
00005	05/12/2016	BILINGUAL TESTING			$150.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$100.00
420 - WATER		420.11000 (Cash)			$50.00

107591	06/23/2016	Open	Accounts Payable	DAVIDOVITZ & BENNETT LLP	$1,955.55
Invoice	Date	Description			Amount
10060	06/15/2016	16-34 MCI LAWSUIT			$1,955.55
Paying Fund		Cash Account			Amount
512 - Casualty Insurance		512.11000 (Cash)			$1,955.55

107592	06/23/2016	Open	Accounts Payable	DEL PUERTO WATER DISTRICT	$21,713.84
Invoice	Date	Description			Amount
432	06/10/2016	BILLING THRU 4/29/16			$21,713.84
Paying Fund		Cash Account			Amount

410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$21,713.84

107593 06/23/2016 Open — Accounts Payable — DOWNEY BRAND ATTORNEYS — $7,695.60

Invoice	Date	Description	Amount
496947	06/10/2016	MAY 2016 SERVICES	$3,525.60
496952	06/10/2016	MAY 2016 SERVICES	$4,170.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$7,695.60

107594 06/23/2016 Open — Accounts Payable — ENVIRONMENTAL RESOURCE ASSOCIATES — $2,424.61

Invoice	Date	Description	Amount
789178	06/10/2016	PERFORMANCE UNKNOWNS FOR CERTIFICATIONSication.	$2,424.61

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,424.61

107595 06/23/2016 Open — Accounts Payable — EWING IRRIGATION PROD INC — $2,463.23

Invoice	Date	Description	Amount
1522400	06/20/2016	BEST 25-5-5 SUPER TURF FOR TRSC	$2,463.23

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$2,463.23

107596 06/23/2016 Open — Accounts Payable — FASTENAL COMPANY INC — $924.04

Invoice	Date	Description	Amount
CATUR116610	06/10/2016	GLOVES, BODY GUARD, EARPLUGS	$223.62
CATUR118203	06/10/2016	GLOVES	$117.10
CATUR118324	06/10/2016	GLOVES, STRAW HATS	$583.32

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$100.00
217 - Streets - Gas Tax	217.11000 (Cash)	$123.62
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$700.42

107597 06/23/2016 Open — Accounts Payable — FEDERAL EXPRESS — $796.26

Invoice	Date	Description	Amount
5-452-41819	06/17/2016	Statement 6/17/16 - Shipping Charges	$796.26

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$253.43
202 - Bicycle Safety	202.11000 (Cash)	$10.27
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$90.29
255 - CDBG	255.11000 (Cash)	$23.12
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$43.56
420 - WATER	420.11000 (Cash)	$102.34
426 - Transit - Fixed Route	426.11000 (Cash)	$273.25

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107598	06/23/2016	Open	Accounts Payable	GENFARE	$12,860.37

Invoice	Date	Description	Amount
90105435	06/15/2016	15-81 Electronic Transit Farebox Upgrades	$12,860.37

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$12,860.37

107599	06/23/2016	Open	Accounts Payable	GOMES PROPANE	$148.48

Invoice	Date	Description	Amount
10816	06/20/2016	PROPANE FOR STREETS	$67.27
10819	06/20/2016	PROPANE FOR STREETS	$51.34
10823	06/20/2016	PROPANE FOR STREETS	$29.87

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$148.48

107600	06/23/2016	Open	Accounts Payable	GRAINGER INC, W W	$606.60

Invoice	Date	Description	Amount
9124426595	06/15/2016	AC CURRENT CLAMP MODULE FOR WQC	$222.79
9123322381	06/15/2016	BLK TAG, KEY RING FOR PR&PF	$81.59
9110955284	06/10/2016	ANEMOMETER WITH HUMIDITY	$166.85
9129478294	06/10/2016	STRIPPING PAD	$26.71
9133188061	06/10/2016	ABSORBENT PADS	$108.66

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$81.59
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$525.01

107601	06/23/2016	Open	Accounts Payable	HAVEN WOMENS CENTER	$836.54

Invoice	Date	Description	Amount
Inv16035 3-31-16	06/20/2016	HAVEN WOMENS CENTER FY 2015-2016	$346.54
Inv16066 6-15-16	06/20/2016	HAVEN WOMENS CENTER FY 2015-2016	$490.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$836.54

107602	06/23/2016	Open	Accounts Payable	HILMAR LUMBER INC	$785.76

Invoice	Date	Description	Amount
130716	06/10/2016	WQC PROJECT	$581.60
129996	06/10/2016	WQC PROJECT	$161.20
130003	06/10/2016	PRESSURE GAUGE	$42.96

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$785.76

107603	06/23/2016	Open	Accounts Payable	HOLT OF CALIFORNIA INC	$245.39

Invoice	Date	Description	Amount
K4529701	06/20/2016	SCISSOR 26' NARROW ELECTRIC FOR SENIOR CTR	$245.39

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Paying Fund	Cash Account	Amount
301 - Capital Improvements	301.11000 (Cash)	$245.39

107604 06/23/2016 Open Accounts Payable HORIZON WATER & ENVIR LLC $8,341.25

Invoice	Date	Description	Amount
1673	06/15/2016	SRWA - Project EIR - Services through May 31, 2016	$8,341.25

Paying Fund	Cash Account	Amount
950 - SRWA	950.11000 (Cash)	$8,341.25

107605 06/23/2016 Open Accounts Payable ITRON INC $2,243.17

Invoice	Date	Description	Amount
416177	06/10/2016	ITRON - MAINTENANCE RENEWAL	$2,243.17

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$2,243.17

107606 06/23/2016 Open Accounts Payable JUSTUS LAWNMOWER SHOP INC $319.99

Invoice	Date	Description	Amount
405520	06/20/2016	ECHO BLOWER SERVICE FOR PEDRETTI	$75.26
405519	06/20/2016	ECHO LAWN EDGER FOR PEDRETTI	$65.00
405521	06/20/2016	ECHO LAWN EDGER FOR PEDRETTI	$34.64
405569	06/20/2016	ECHO LAWN EDGER FOR PARKS	$145.09

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$145.09
205 - Sports Facilities	205.11000 (Cash)	$174.90

107607 06/23/2016 Open Accounts Payable KLEINFELDER INC $4,700.34

Invoice	Date	Description	Amount
001109236	06/15/2016	SR05, 16-37 BURN BUILDING-ASBESTOS TESTING	$4,700.34

Paying Fund	Cash Account	Amount
116 - Special Public Safety	116.11000 (Cash)	$4,700.34

107608 06/23/2016 Open Accounts Payable LEHIGH HANSON INC $665.75

Invoice	Date	Description	Amount
1685148	06/20/2016	ASPHALT FOR STREETS	$93.53
1685603	06/20/2016	ASPHALT FOR STREETS	$80.23
1687012	06/20/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$98.42
1686121	06/20/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$106.69
1686569	06/20/2016	ASPHALT FOR STREETS	$115.91
1687881	06/20/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$76.04
1687439	06/20/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$94.93

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$521.33
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$144.42

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107609	06/23/2016	Open	Accounts Payable	MARLOW WHITE UNIFORMS INC.	$594.50

Invoice	Date	Description	Amount
694417	06/13/2016	Honor Guard Uniform for Hiram Duncan	$594.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$594.50

107610	06/23/2016	Open	Accounts Payable	MERCED COMMUNITY COLLEGE	$690.00

Invoice	Date	Description	Amount
2749558	06/15/2016	CUSTOMER SERVICE ACADEMY COURSES	$690.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$414.00
255 - CDBG	255.11000 (Cash)	$23.00
405 - Building	405.11000 (Cash)	$115.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$115.00
502 - Engineering	502.11000 (Cash)	$23.00

107611	06/23/2016	Open	Accounts Payable	MOTION INDUSTRIES INC - CA82	$447.64

Invoice	Date	Description	Amount
CA82-903468	06/10/2016	TAKE-UP FRAME ASSY	$447.64

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$447.64

107612	06/23/2016	Open	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	$3,768.97

Invoice	Date	Description	Amount
IN1028828	06/13/2016	WESTERN SHELTER PANT/COAT.HELMET	$295.86
IN1027393	06/13/2016	WESTERN SHELTER COAT/PANT W/ SHROUD LINER	$136.73
IN1033168	06/13/2016	SAFETY GEAR FOR NEW RECRUITS-HELMETS/BOOTS	$3,336.38

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,768.97

107613	06/23/2016	Open	Accounts Payable	NAPA AUTO PARTS	$37.09

Invoice	Date	Description	Amount
662305	06/10/2016	ENG04-337 FRONT BRAKE PADS	$37.09

Paying Fund	Cash Account	Amount
502 - Engineering	502.11000 (Cash)	$37.09

107614	06/23/2016	Open	Accounts Payable	NATIONAL METER & AUTOMATION INC	$2,383.88

Invoice	Date	Description	Amount
S1071479.001	06/10/2016	CONTRACT FOR METERS	$2,383.88

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$2,383.88

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107615 06/23/2016 Open Accounts Payable NESTLE WATERS NORTH AMERICA $540.05

Invoice	Date	Description	Amount
06F0033242330	06/15/2016	WATER SERVICES FOR FLEET MAINTENANCE	$32.14
06F0033242363	06/15/2016	WATER SERVICES FOR UTILITIES	$124.18
06F0033242397	06/15/2016	WATER SERVICES FOR ELECTRICAL	$59.95
06F0033242389	06/15/2016	WATER SERVICES FOR WASTEWATER MGMT	$191.53
06F0033258518	06/15/2016	WATER SERVICES FOR WATER RESOURCES	$22.47
06F0033309543	06/15/2016	WATER FOR PFM	$109.78

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$54.89
246 - Landscape Assessment	246.11000 (Cash)	$54.89
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$430.27

107616 06/23/2016 Open Accounts Payable NEW FLYER INDUSTRIES CANADA ULC $580.72

Invoice	Date	Description	Amount
80286176	06/10/2016	BRAKE DRUM	$580.72

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$580.72

107617 06/23/2016 Open Accounts Payable NEW WORLD SYSTEM CORP $1,495.00

Invoice	Date	Description	Amount
050312	06/21/2016	TR 3961-NWS Registration-Conf.-L.Machado	$1,495.00

Paying Fund	Cash Account	Amount
501 - Information Technology	501.11000 (Cash)	$1,495.00

107618 06/23/2016 Open Accounts Payable NEXT LEVEL PARTS INC $165.91

Invoice	Date	Description	Amount
8577-209996	06/15/2016	CL10-802A RADIATOR CAP	$8.32
8577-210757	06/15/2016	BLD06-352 BRAKE ROTOR	$134.08
8577-211273	06/15/2016	POL09-1292 FUEL FILTER	$3.72
8577-211065	06/15/2016	BRAKE FLUID	$19.79

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$8.31
205 - Sports Facilities	205.11000 (Cash)	$3.04
217 - Streets - Gas Tax	217.11000 (Cash)	$1.52
246 - Landscape Assessment	246.11000 (Cash)	$1.52
405 - Building	405.11000 (Cash)	$134.08
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$12.88
420 - WATER	420.11000 (Cash)	$1.52
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$1.52
426 - Transit - Fixed Route	426.11000 (Cash)	$1.52

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107619	06/23/2016	Open	Accounts Payable	OREILLY AUTO PARTS	$321.55

Invoice	Date	Description	Amount
2800-329851	06/15/2016	REC99-1163 COOLANT HOSE, RADIATOR	$185.78
2800-329867	06/15/2016	FR08-286 BOOT, SPARK PLUG	$100.56
2800-330123	06/15/2016	REC99-1163 RADIATOR	$175.64
2800-330187	06/15/2016	REC99-1163 RADIATOR RETURN	($140.43)

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$321.55

107620	06/23/2016	Open	Accounts Payable	P G & E	$2.98

Invoice	Date	Description	Amount
1030East-6/14/16	06/17/2016	7472823285-6 / 1030 East Ave-Youth Center (Closing Bill)	$2.98

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2.98

107621	06/23/2016	Open	Accounts Payable	PACE SUPPLY CORPORATION	$2,904.23

Invoice	Date	Description	Amount
053327143	06/15/2016	VALVE BALL, GASKET METER, COMP VALVE, REPAIR CLAMP	$2,230.50
053332633	06/15/2016	TRAFFIC LID WATER BOLT DOWN	$673.73

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$419.74
420 - WATER	420.11000 (Cash)	$2,484.49

107622	06/23/2016	Open	Accounts Payable	PAUL'S PAINT COMPANY	$46.84

Invoice	Date	Description	Amount
57233	06/15/2016	EMERALD ROLLER COVERS, TRAY LINER, DALE	$46.84

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$46.84

107623	06/23/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$105.97

Invoice	Date	Description	Amount
J523936	06/10/2016	BIT STEP #14 FOR WQC	$66.73
J515612	06/10/2016	FUSES FOR CRANE PARK	$39.24

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$39.24
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$66.73

107624	06/23/2016	Open	Accounts Payable	PROJECT SENTINEL INC	$4,123.44

Invoice	Date	Description	Amount
Draw #4	06/15/2016	PROJECT SENTINEL PUBLIC SERVICE GRANT FOR FY 2015-2016	$4,123.44

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$4,123.44

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107625	06/23/2016	Open	Accounts Payable	R & B COMPANY	$694.06

Invoice	Date	Description	Amount
S1548529.003	06/15/2016	IP ROMAC SADDLE	$193.73
S1551858.003	06/15/2016	PJ ADAPTER, MODESTO SPECIAL AMS BEND	$500.33
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$694.06

107626	06/23/2016	Open	Accounts Payable	REED INC, GEORGE	$384.91

Invoice	Date	Description	Amount
100099732	06/20/2016	ASPHALT FOR STREETS	$384.91
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$384.91

107627	06/23/2016	Open	Accounts Payable	RELEVANT SOLUTIONS	$925.41

Invoice	Date	Description	Amount
WM318778	06/10/2016	HONEYWELL MODULATING MOTOR	$925.41
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$925.41

107628	06/23/2016	Open	Accounts Payable	SHARPENING SHOP	$625.33

Invoice	Date	Description	Amount
215160	06/13/2016	DECOMPRESSION VALVE/CAB LE-TRACTION	$86.34
210920	06/13/2016	36RDR PER DRIVER	$495.94
205485	06/13/2016	SUPERSEDES /6 PACL 1 GALLON MIX	$43.05
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$625.33

107629	06/23/2016	Open	Accounts Payable	SHORE CHEMICAL COMPANY	$476.68

Invoice	Date	Description	Amount
CM45725	06/15/2016	SODIUM HYPOCHLORITE 12% EMPTY RETURN	($15.00)
45507	06/15/2016	SODIUM HYPOCHLORITE 12% D ST TANK	$360.80
45649	06/15/2016	SODIUM HYPOCHLORITE 12%	$45.63
45782	06/15/2016	SODIUM HYPOCHLORITE 12%	$62.43
45791	06/15/2016	SODIUM HYPOCHLORITE 12%	$22.82
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$476.68

107630	06/23/2016	Open	Accounts Payable	SIERRA CHEMICAL CO	$3,351.20

Invoice	Date	Description	Amount
SLS 10034093	06/15/2016	LIQUID CHLORINE- CONTRACT 14-034	$6,450.40
SLS 10034477	06/15/2016	LIQUID CHLORINE- CONTRACT 14-034	$12,900.80
SLC 10010904	06/15/2016	LIQUID CHLORINE DEPOSIT REFUND	($4,000.00)
SLC 10010959	06/15/2016	LIQUID CHLORINE DEPOSIT REFUND	($4,000.00)

SLC 10010998	06/15/2016	LIQUID CHLORINE DEPOSIT REFUND	($4,000.00)
SLC 10011082	06/15/2016	LIQUID CHLORINE DEPOSIT REFUND	($4,000.00)
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$3,351.20

107631 06/23/2016 Open Accounts Payable SOUTHWEST SCHOOL & $1,342.20

Invoice	Date	Description	Amount
PINV0144181	06/15/2016	Program Supplies	$418.13
PINV0150590	06/15/2016	Program Supplies	$924.07
Paying Fund		Cash Account	Amount
270 - Recreation Grants		270.11000 (Cash)	$1,342.20

107632 06/23/2016 Open Accounts Payable STANISLAUS CO SHERIFF'S $3,678.00

Invoice	Date	Description	Amount
1516-207	06/13/2016	MASCHAL ACADEMY CLASS 176-16	$3,678.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$3,678.00

107633 06/23/2016 Open Accounts Payable STANISLAUS CO SUPERIOR CT $37.50

Invoice	Date	Description	Amount
8145	06/13/2016	EPO PACKETS 6/9/16	$12.50
7983	06/13/2016	EPO PACKETS 1/26/16	$25.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$37.50

107634 06/23/2016 Open Accounts Payable STANISLAUS COUNCIL OF GOV $22,000.00

Invoice	Date	Description	Amount
June 9, 2016	06/17/2016	City's contribution for South County Corridor Feasibility Study	$22,000.00
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$22,000.00

107635 06/23/2016 Open Accounts Payable T I D $54,318.27

Invoice	Date	Description	Amount
PO 248 - 6/23/16	06/17/2016	Multiple COT Accounts paid on PO 248	$25,559.34
Stmt: 6/09/16	06/17/2016	000208-024467-0007 / 156 S Broadway (City Hall)	$7,320.43
Stmt: 6/13/16	06/17/2016	000208-030839-0001 / East & Minaret (Closing bill)	$66.27
PO 127 - 6/23/16	06/17/2016	Multiple COT Accounts paid on PO 127	$21,372.23
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$10,412.01
216 - Streets - Local Transportation		216.11000 (Cash)	$37,101.04
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$6,625.53
420 - WATER		420.11000 (Cash)	$179.69

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107636	06/23/2016	Open	Accounts Payable	TBA AUTO PARTS	$994.49

Invoice	Date	Description	Amount
MAY 2016	06/15/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS & SERVICE	$994.49

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$265.85
205 - Sports Facilities	205.11000 (Cash)	$20.14
217 - Streets - Gas Tax	217.11000 (Cash)	$18.24
246 - Landscape Assessment	246.11000 (Cash)	$46.21
405 - Building	405.11000 (Cash)	$3.01
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$461.16
420 - WATER	420.11000 (Cash)	$21.02
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$43.46
426 - Transit - Fixed Route	426.11000 (Cash)	$115.40

107637	06/23/2016	Open	Accounts Payable	THOMSON WEST	$165.97

Invoice	Date	Description	Amount
834103923	06/13/2016	MAY 2016	$165.97

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$165.97

107638	06/23/2016	Open	Accounts Payable	TRASHCANS WAREHOUSE	$2,197.20

Invoice	Date	Description	Amount
165596	06/15/2016	BEVERAGE GRANT	$2,197.20

Paying Fund	Cash Account	Amount
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$2,197.20

107639	06/23/2016	Open	Accounts Payable	TRI COUNTY FLOORING AMERICA	$14,026.14

Invoice	Date	Description	Amount
TL00451	06/15/2016	16-35 TRANSIT OPERATIONS FLOORING REPLACEMENT	$14,026.14

Paying Fund	Cash Account	Amount
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$7,013.07
426 - Transit - Fixed Route	426.11000 (Cash)	$7,013.07

107640	06/23/2016	Open	Accounts Payable	TRIMAX MOWING SYSTEMS	$19,211.06

Invoice	Date	Description	Amount
SI-00001900	06/20/2016	PROCUT SERIES 3 MOWER	$19,211.06

Paying Fund	Cash Account	Amount
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$19,211.06

107641	06/23/2016	Open	Accounts Payable	UNION PACIFIC RAILROAD	$266.15

Invoice	Date	Description	Amount
281084909	06/21/2016	Property Tax Reimbursement 7/1/14-6/30/15 - Audit Number S146053	$266.15

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$266.15

107642 06/23/2016 Open Accounts Payable UNITED RENTAL INC $1,037.54

Invoice	Date	Description	Amount
136474611-002	06/15/2016	PRESSURE WASHER HOT GAS 4/18 - 5/16	$1,028.30
136474611-003	06/15/2016	PRESSURE WASHER HOT GAS 5/16 - 5/10	$9.24

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$1,037.54

107643 06/23/2016 Open Accounts Payable UNITED SAMARITANS FDT INC $2,249.37

Invoice	Date	Description	Amount
Draw #4	06/15/2016	UNITED SAMARITANS FY 2015-2016	$2,249.37

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$2,249.37

107644 06/23/2016 Open Accounts Payable UNIVAR USA INC $16,432.43

Invoice	Date	Description	Amount
SJ751845	06/10/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,059.89
SJ751702	06/10/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,103.13
SJ751080	06/15/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,151.33
SJ751081	06/15/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,118.08

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$16,432.43

107645 06/23/2016 Open Accounts Payable US BANK-VISA $89,050.04

Invoice	Date	Description	Amount
5/23/16 x 9452	06/17/2016	US Bank / Procurement-Card Statement 5-23-16	$89,050.04

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$38,372.14
116 - Special Public Safety	116.11000 (Cash)	$1,228.44
203 - Animal Fee Forfeiture	203.11000 (Cash)	$458.35
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$409.23
205 - Sports Facilities	205.11000 (Cash)	$3,201.19
217 - Streets - Gas Tax	217.11000 (Cash)	$4,473.88
225 - Transportation Tax	225.11000 (Cash)	$35.48
228 - Park Development Tax	228.11000 (Cash)	$2,738.48
240 - Small Equipment Replacement	240.11000 (Cash)	($418.94)
246 - Landscape Assessment	246.11000 (Cash)	$4,920.60
255 - CDBG	255.11000 (Cash)	$334.46
266 - Police Services Grants	266.11000 (Cash)	$5,248.89
270 - Recreation Grants	270.11000 (Cash)	$4,919.37
405 - Building	405.11000 (Cash)	$277.91
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$13,951.04

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420 - WATER	420.11000 (Cash)	$4,174.11
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$63.74
426 - Transit - Fixed Route	426.11000 (Cash)	$1,220.71
501 - Information Technology	501.11000 (Cash)	$932.11
502 - Engineering	502.11000 (Cash)	$705.67
505 - Fleet	505.11000 (Cash)	$47.44
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$1,739.08
602 - Downtown Improvement Project	602.11000 (Cash)	$16.66

107646 06/23/2016 Open Accounts Payable VALLEY ENTRY SYSTEM INC $450.00

Invoice	Date	Description	Amount
24583	06/13/2016	REMODEL GATE OPERATOR INSTALLATION	$450.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$450.00

107647 06/23/2016 Open Accounts Payable VALLEY FARM SUPPLY STORES INC $5,789.34

Invoice	Date	Description	Amount
H102228-01	06/20/2016	MISC SMALL EQUIPMENT FOR ASSESSMENTS	$5,789.34

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$5,789.34

107648 06/23/2016 Open Accounts Payable VERIZON WIRELESS $1,363.00

Invoice	Date	Description	Amount
9766488941	06/13/2016	MAY 04-JUN 03	$177.29
9766488940	06/13/2016	MAY04-JUN03(+CM IPAD CHARGE)	$1,185.71

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,363.00

107649 06/23/2016 Open Accounts Payable VINE & SONS INC, ER $170.14

Invoice	Date	Description	Amount
0010249-IN	06/15/2016	MOBILEGEAR 600 XP 220	$170.14

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$170.14

107650 06/23/2016 Open Accounts Payable WALLACE KUHL & ASSOCIATES $1,152.50

Invoice	Date	Description	Amount
201601395	06/15/2016	SR04, 15-75 SOUTHWEST QUADRANT FRONTAGE IMPROV	$1,152.50

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$1,152.50

107651 06/23/2016 Open Accounts Payable WEST STEEL & PLASTIC $15.04

Invoice	Date	Description	Amount
358751	06/20/2016	SUPPLIES FOR STREETS	$15.04

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Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$15.04

107652 06/23/2016 Open Accounts Payable WEST YOST ASSOCIATES $11,877.50

Invoice	Date	Description	Amount
2029886	06/15/2016	2015 URBAN WATER MANAGEMENT PLAN	$11,877.50

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$11,877.50

107653 06/23/2016 Open Accounts Payable WESTAMERICA BANK $38,100.00

Invoice	Date	Description	Amount
1190 5th Street	06/22/2016	Cashiers check for Old Republic Title for FTHB Avina-1190 5th St	$38,100.00

Paying Fund	Cash Account	Amount
257 - State HOME Funds	257.11000 (Cash)	$38,100.00

107654 06/23/2016 Open Accounts Payable WOOD RODGERS INC $11,632.93

Invoice	Date	Description	Amount
472	06/15/2016	HYDROGEOLOGICAL & WATER QUALITY ASSESSMENT	$11,632.93

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$11,632.93

107655 06/23/2016 Open Accounts Payable ALBERTI, CODY $73.00

Invoice	Date	Description	Amount
Reimbursement	06/20/2016	REIMBURSEMENT FOR CLASS B LICENSE	$73.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$73.00

107656 06/23/2016 Open Accounts Payable BAWCUM, JESSE $78.10

Invoice	Date	Description	Amount
TR3817PERDIEM	08/17/2015	TR3817 PERDIEM - SWAT TRAINING - JESSE BAWCUM	$78.10

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$78.10

107657 06/23/2016 Open Accounts Payable CAMPOS, MATT $83.75

Invoice	Date	Description	Amount
Reimbursement	06/17/2016	PARKING/CAR REIMBURSEMENT FOR TR3954 (CAMPOS)	$83.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$83.75

107658 06/23/2016 Open Accounts Payable EDDY, SARAH $90.18

Invoice	Date	Description	Amount

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Mileage Reimb.	06/09/2016	WORKPLACE INVESTIGATIONS WORKSHOP 5.18.16	$90.18
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$90.18

107659 06/23/2016 Open — Accounts Payable — ELCANO, LOURDES — $468.00

Invoice	Date	Description	Amount
Refund	06/16/2016	FULL REFUND - APLICANT CAN NOT USE LOCATION PER PROPERTY OWNER	$468.00
Paying Fund		Cash Account	Amount
405 - Building		405.11000 (Cash)	$468.00

107660 06/23/2016 Open — Accounts Payable — GREATER YOSEMITE COUNCIL — $48.00

Invoice	Date	Description	Amount
JUNE REG	06/13/2016	POLICE EXPLORER REGISTRATION	$48.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$48.00

107661 06/23/2016 Open — Accounts Payable — HUFF CONSTRUCTION — $64.16

Invoice	Date	Description	Amount
MTR# 13614311	06/10/2016	HYDRANT USE PERMIT REFUND	$64.16
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$700.00
420 - WATER		420.11000 (Cash)	($635.84)

107662 06/23/2016 Open — Accounts Payable — HUMISTON, NATHAN — $50.00

Invoice	Date	Description	Amount
Reimbursement	06/15/2016	SWRCB DISTRIBUTION CERTIFICATION REIMBURSEMENT	$50.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$50.00

107663 06/23/2016 Open — Accounts Payable — LORENZI, MARIE — $600.00

Invoice	Date	Description	Amount
15-16 PROF DEV	06/17/2016	Professional Development FYE 2015-16	$600.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$600.00

107664 06/23/2016 Open — Accounts Payable — PACKWOOD, KAIN — $555.45

Invoice	Date	Description	Amount
South Fire Reimb	06/17/2016	Reimb for use of personal vehicle - South Complex Fire	$555.45
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$555.45

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From Payment Date: 6/17/2016 - To Payment Date: 6/23/2016

107665	06/23/2016	Open	Accounts Payable	SYSTEMS FOR PUBLIC SAFETY	$652.00

Invoice	Date	Description	Amount
TR#3956TUITIONX4	06/15/2016	TR#3956 REGISTRATION FOR GGILLISPIE, LBRADLEY, RDUROY, SHUSKEY	$652.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$652.00

Type Check Totals: 124 Transactions $452,773.28

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	$452,773.28	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	124	$452,773.28	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	$452,773.28	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	124	$452,773.28	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**124**	**$452,773.28**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**124**	**$452,773.28**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**124**	**$452,773.28**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**124**	**$452,773.28**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107666	06/27/2016	Open			Accounts Payable	WESTAMERICA BANK	$399,528.11		
	Invoice		Date	Description			Amount		
	1143 Park Street		06/22/2016	Cashiers check for First American to purchase of 1143 Park St			$399,528.11		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$399,528.11		
107667	06/27/2016	Open			Accounts Payable	OLD REPUBLIC TITLE CO	$1,000.00		
	Invoice		Date	Description			Amount		
	808-810 S. Soder		06/27/2016	808-810 S. Sodequist Rd -Deposit for property purchase			$1,000.00		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$1,000.00		
107668	06/29/2016	Open			Accounts Payable	BURTON'S FIRE APPARATUS	$67,788.02		
	Invoice		Date	Description			Amount		
	W75544		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$16,899.70		
	W75699		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$237.50		
	W75667		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$8,924.40		
	W75709		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$466.98		
	W75734		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$380.00		
	S32099		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$154.85		
	S32167		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$104.91		
	W75776		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$1,502.09		
	S32222		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$68.03		
	W75677		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$7,588.29		
	W75770		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$11,325.48		
	S32746		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$2,472.89		
	W75848		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$3,854.40		
	W75846		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$13,093.64		
	W75906		06/29/2016	Burton's - Statement/Council Approval 6/28/16			$714.86		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$67,788.02		
107669	06/29/2016	Open			Accounts Payable	TURLOCK CHAMBER COMMERCE	$5,000.00		
	Invoice		Date	Description			Amount		
	07042016		06/29/2016	2016 STARS AND STRIPES 4TH OF JULY CELEBRATION FIREWORKS DISPLAY			$5,000.00		
	Paying Fund			Cash Account			Amount		
	270 - Recreation Grants			270.11000 (Cash)			$5,000.00		

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107670	06/30/2016	Open	Accounts Payable	A-Z BUS SALES INC		$86,973.74
Invoice		Date	Description		Amount	
01B100265-FINAL		06/24/2016	14-64 TRANSIT BUSES-5 VEHICLES 2015		$17,394.75	
01B100266-FINAL		06/24/2016	14-64 TRANSIT BUSES-5 VEHICLES, 2015		$17,394.75	
01B100267-FINAL		06/24/2016	14-64 TRANSIT BUSES-5 VEHICLES, 2015		$17,394.75	
01B100268-FINAL		06/24/2016	14-64 TRANSIT BUSES -5 VEHICLES, 2015		$17,394.75	
01B100269-FINAL		06/24/2016	14-64 TRANSIT BUSES-5 VEHICLES, 2015		$17,394.74	
Paying Fund			Cash Account		Amount	
425 - Transit - Dial-A-Ride			425.11000 (Cash)		$86,973.74	
107671	06/30/2016	Open	Accounts Payable	ABS DIRECT INC		$5,300.00
Invoice		Date	Description		Amount	
MP-20160627		06/24/2016	Postage Advance for July/August 2016		$5,300.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$5,300.00	
107672	06/30/2016	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		$274.44
Invoice		Date	Description		Amount	
1471751		06/24/2016	COPIES, SUPPLIES, MISC SVS		$274.44	
Paying Fund			Cash Account		Amount	
502 - Engineering			502.11000 (Cash)		$274.44	
107673	06/30/2016	Open	Accounts Payable	APPLIED INDUST TECH		$137.64
Invoice		Date	Description		Amount	
7008087684		06/24/2016	ANGULAR CONTACT BALL BRGS		$137.64	
Paying Fund			Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$137.64	
107674	06/30/2016	Open	Accounts Payable	AT & T		$32.32
Invoice		Date	Description		Amount	
4861001 -6/15/16		06/24/2016	051 887-4861 001 / PD Internet		$32.32	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$32.32	
107675	06/30/2016	Open	Accounts Payable	AT&T / CALNET 3		$4,096.07
Invoice		Date	Description		Amount	
6/30/16 - MULTI		06/24/2016	Multiple Calnet 3 Accounts paid on 6/30/16 (May-June 2016)		$3,899.71	
000008195717		06/24/2016	BAN #9391034901 (T1 - 4-way split)		$196.36	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$3,372.30	
205 - Sports Facilities			205.11000 (Cash)		$46.59	
255 - CDBG			255.11000 (Cash)		$15.52	

405 - Building	405.11000 (Cash)	$15.02
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$267.07
420 - WATER	420.11000 (Cash)	$76.89
426 - Transit - Fixed Route	426.11000 (Cash)	$70.05
501 - Information Technology	501.11000 (Cash)	$96.13
502 - Engineering	502.11000 (Cash)	$15.79
505 - Fleet	505.11000 (Cash)	$120.71

107676 06/30/2016 Open Accounts Payable AT&T INFO SYSTEM $378.42

Invoice	Date	Description	Amount
0602044417	06/24/2016	Acct #8000-892-5697 / DOJ PD Line	$378.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$378.42

107677 06/30/2016 Open Accounts Payable BARTKIEWICZ KRONICK & SHANAHAN $5,960.32

Invoice	Date	Description	Amount
5-31-2016	06/30/2016	SRWA - Professional Legal Services for May 2016	$5,960.32
Paying Fund		Cash Account	Amount
950 - SRWA		950.11000 (Cash)	$5,960.32

107678 06/30/2016 Open Accounts Payable BONANDER TRUCKS $8,263.63

Invoice	Date	Description	Amount
039844	06/27/2016	DUMP TRAILER	$3,948.41
039843	06/27/2016	DUMP TRAILER	$3,948.41
212142	06/24/2016	BLT08-1034 AIR CLEANER	$336.40
724794	06/24/2016	AIR COMPRESSOR INTAKE	$30.41
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$3,948.41
426 - Transit - Fixed Route		426.11000 (Cash)	$366.81
506 - Vehicle/Equipment Replacement		506.11000 (Cash)	$3,948.41

107679 06/30/2016 Open Accounts Payable BURTON'S FIRE APPARATUS $1,179.34

Invoice	Date	Description	Amount
W75929	06/29/2016	E33CHECK OIL LEAK	$319.99
S33228	06/29/2016	SWITCH MEMBRANE	$859.35
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,179.34

107680 06/30/2016 Open Accounts Payable CALIF CAD SOLUTIONS INC $3,000.00

Invoice	Date	Description	Amount
700844	06/23/2016	GIS site updates	$3,000.00
Paying Fund		Cash Account	Amount
501 - Information Technology		501.11000 (Cash)	$3,000.00

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107681	06/30/2016	Open	Accounts Payable	CALIF DEPT OF TRANS		$97.96
Invoice	Date	Description			Amount	
16008276	06/24/2016	TRAFFIC SIGNAL MAINTENANCE MAY 2016			$97.96	
Paying Fund		Cash Account			Amount	
216 - Streets - Local Transportation		216.11000 (Cash)			$97.96	
107682	06/30/2016	Open	Accounts Payable	CENTRAL VALLEY BUSINESS FORMS		$3,982.13
Invoice	Date	Description			Amount	
198466	06/24/2016	JOB #16-600: 2015 CONSUMER CONFIDENCE REPORT			$3,982.13	
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$3,982.13	
107683	06/30/2016	Open	Accounts Payable	CHAMPION INDUSTRIAL		$3,013.09
Invoice	Date	Description			Amount	
51522	06/24/2016	WQC - NO A/C IN OFFICE			$207.09	
51658	06/27/2016	RELOCATE 7 THERMOSTATS IN CITY HALL			$2,806.00	
Paying Fund		Cash Account			Amount	
240 - Small Equipment Replacement		240.11000 (Cash)			$2,806.00	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$207.09	
107684	06/30/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS		$288.66
Invoice	Date	Description			Amount	
0071862 -6/18/16	06/24/2016	8203 13 005 0071862 / Muni Internet			$69.98	
0071896 -6/18/16	06/24/2016	8203 13 005 0071896 / IT Internet			$65.00	
0780628 -6/21/16	06/24/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)			$153.68	
Paying Fund		Cash Account			Amount	
110 - General Fund		110.11000 (Cash)			$153.68	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$69.98	
501 - Information Technology		501.11000 (Cash)			$65.00	
107685	06/30/2016	Open	Accounts Payable	COGDILL AND ASSOICATES INC		$2,250.00
Invoice	Date	Description			Amount	
6331-JAC	06/24/2016	Appraisal services for 209 3rd St, Turlock			$2,250.00	
Paying Fund		Cash Account			Amount	
256 - Stanislaus Housing Consortium		256.11000 (Cash)			$2,250.00	
107686	06/30/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS		$144,475.52
Invoice	Date	Description			Amount	
CK Run 6/21/16	06/23/2016	Check Run 6/21/16			$144,475.52	
Paying Fund		Cash Account			Amount	

511 - Health Care	511.11000 (Cash)		$144,475.52

107687	06/30/2016	Open	Accounts Payable	COMMUNITY HOUSING SHELTER	$4,369.28

Invoice	Date	Description	Amount
Draw 3	06/24/2016	COMMUNITY HOUSING SHELTER SERVICES PUBLIC SERVICE FY2015-16	$4,369.28

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$4,369.28

107688	06/30/2016	Open	Accounts Payable	CURTIS & SONS INC, L N	$420.81

Invoice	Date	Description	Amount
INV32400	06/29/2016	LEATHER BOOTS WITH SHINGUARD	$420.81

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$420.81

107689	06/30/2016	Open	Accounts Payable	DELL MARKETING LP	$4,386.72

Invoice	Date	Description	Amount
XJXNXMJ22	06/23/2016	Laptop-SCADA system-Muni Services	$2,208.74
XJXNTP193	06/23/2016	Replacement laptops for Housing/Recreation	$2,177.98

Paying Fund	Cash Account	Amount
242 - Computer Replacement	242.11000 (Cash)	$2,177.98
420 - WATER	420.11000 (Cash)	$2,208.74

107690	06/30/2016	Open	Accounts Payable	FIRE RESQ INC	$4,677.80

Invoice	Date	Description	Amount
40819	06/29/2016	2 1/2" DOUBLE JACKET FIRE HOSE	$4,677.80

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,677.80

107691	06/30/2016	Open	Accounts Payable	GCR TIRES & SERVICE	$714.65

Invoice	Date	Description	Amount
858-23330	06/24/2016	POL15-1140, POL15-1141, POL16-1302	$538.37
858-23383	06/24/2016	OP03-690	$61.14
858-23390	06/24/2016	OP03-690	$61.14
858-23410	06/24/2016	OP03-690	$54.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$538.37
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$176.28

107692	06/30/2016	Open	Accounts Payable	GHX INDUSTRIAL LLC	$629.64

Invoice	Date	Description	Amount
13764487	06/24/2016	Piranha 1/2 in. Sewer Cart Hose	$629.64

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$629.64

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107693	06/30/2016	Open	Accounts Payable	GRAINGER INC, W W	$681.79

Invoice	Date	Description	Amount
9132697419	06/24/2016	DUST MOP, LEATHER GLOVES	$158.14
9135385327	06/24/2016	SPRAY PAINT, MARKING PAINT, THERMOSTAT GUARD	$228.15
9128669141	06/24/2016	CHEST WADER SIZE 11	$147.75
9128669158	06/24/2016	CHEST WADER SIZE 12	$147.75

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$681.79

107694	06/30/2016	Open	Accounts Payable	HACH COMPANY	$12,041.23

Invoice	Date	Description	Amount
9948607	06/24/2016	PH SENSORS, SC200 CONTROLLER, ELECTRODE SENSOR	$11,438.52
9949322	06/24/2016	PH SENSORS, SC200 CONTROLLER, ELECTRODE SENSOR	$150.68
9955181	06/24/2016	PH SENSORS, SC200 CONTROLLER, ELECTRODE SENSOR	$452.03

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$12,041.23

107695	06/30/2016	Open	Accounts Payable	HARDERS PRINT SHOP INC	$133.48

Invoice	Date	Description	Amount
67115	06/24/2016	BUSINESS CARDS - G. CARLSON & G. REYNOLDS	$66.74
67125	06/24/2016	BUSINESS CARDS - S. MACHADO & B. MORGAN	$66.74

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$44.50
405 - Building	405.11000 (Cash)	$33.37
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$11.12
420 - WATER	420.11000 (Cash)	$44.49

107696	06/30/2016	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$1,441.85

Invoice	Date	Description	Amount
F628768	06/24/2016	GALV BEND, CAP, PLUG, HEX BOLT	$1,441.85

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$645.75
420 - WATER	420.11000 (Cash)	$796.10

107697	06/30/2016	Open	Accounts Payable	HILMAR LUMBER INC	$139.55

Invoice	Date	Description	Amount
131693	06/24/2016	PARTS TO REPAIR GAS LINE TO BOILER 2	$139.55

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$139.55

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107698	06/30/2016	Open	Accounts Payable	HILMAR READY MIX		$185.66
Invoice		Date	Description		Amount	
7221		06/24/2016	RAISED MAN HOLE CHRISTOFFERSEN PKWY		$69.96	
7224		06/24/2016	517 SUNNYSIDE SEWER - POUR BACK SIDEWALK		$45.74	
7243		06/24/2016	BROADWAY PARK SAMPLE STATION ADAPTOR		$69.96	
Paying Fund			Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$115.70	
420 - WATER			420.11000 (Cash)		$69.96	
107699	06/30/2016	Open	Accounts Payable	HOLT OF CALIFORNIA INC		$18,834.38
Invoice		Date	Description		Amount	
K4514701		06/24/2016	ATLAS COPCO XAS 185CD PE T4 AIR COMPRESSOR		$18,834.38	
Paying Fund			Cash Account		Amount	
506 - Vehicle/Equipment Replacement			506.11000 (Cash)		$18,834.38	
107700	06/30/2016	Open	Accounts Payable	INTERWEST CONSULTING GROUP INC		$597.00
Invoice		Date	Description		Amount	
27454		06/29/2016	PLAN CHECK SERVICES FOR BP#16-0154		$597.00	
Paying Fund			Cash Account		Amount	
405 - Building			405.11000 (Cash)		$597.00	
107701	06/30/2016	Open	Accounts Payable	ITRON INC		$22,056.48
Invoice		Date	Description		Amount	
415657		06/24/2016	Encoder, EP's & Antennas		$22,056.48	
Paying Fund			Cash Account		Amount	
420 - WATER			420.11000 (Cash)		$22,056.48	
107702	06/30/2016	Open	Accounts Payable	J A MOMANEY SERVICES INC		$12,645.94
Invoice		Date	Description		Amount	
79015		06/24/2016	LED COBRA HEAD STREETLIGHT		$12,645.94	
Paying Fund			Cash Account		Amount	
246 - Landscape Assessment			246.11000 (Cash)		$12,645.94	
107703	06/30/2016	Open	Accounts Payable	JCS PROPERTIES LLC		$2,471.96
Invoice		Date	Description		Amount	
July 2016		06/23/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM		$2,471.96	
Paying Fund			Cash Account		Amount	
625 - Successor Agency - LMI			625.11000 (Cash)		$2,471.96	
107704	06/30/2016	Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC		$859.92
Invoice		Date	Description		Amount	
406214		06/27/2016	HONDA GENERATOR FOR STREETS		$859.92	

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Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$859.92

107705 06/30/2016 Open Accounts Payable KLEINFELDER INC $7,093.60

Invoice	Date	Description	Amount
001109041	06/24/2016	SR04, 15-28 BRANDON KOCH MEMORIAL SKATEPARK	$7,093.60

Paying Fund	Cash Account	Amount
228 - Park Development Tax	228.11000 (Cash)	$7,093.60

107706 06/30/2016 Open Accounts Payable KNOX COMPANY $1,388.36

Invoice	Date	Description	Amount
INV00817477	06/29/2016	KNOX KEY SECURE BOXES	$1,388.36

Paying Fund	Cash Account	Amount
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$1,388.36

107707 06/30/2016 Open Accounts Payable LEATHERS & ASSOCIATES INC $1,800.00

Invoice	Date	Description	Amount
10010	06/27/2016	PLAYGROUND ASSESSMENT AT DONNELLY PARK FOR WOOD PLAYSTRUCTURE	$1,800.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,800.00

107708 06/30/2016 Open Accounts Payable LEHIGH HANSON INC $269.39

Invoice	Date	Description	Amount
1690200	06/27/2016	ASPHALT FOR STREETS	$75.34
1689762	06/27/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$94.23
1690681	06/27/2016	ASPHALT FOR STREETS	$99.82

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$250.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$18.89

107709 06/30/2016 Open Accounts Payable LOCAL GOVERNMENT PUBLICATIONS $118.01

Invoice	Date	Description	Amount
2016 UPDATE	06/24/2016	Longtin's California Land Use 2d 2016 Update	$118.01

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$118.01

107710 06/30/2016 Open Accounts Payable MADRUGA BROS ENT INC $318.50

Invoice	Date	Description	Amount
25625	06/24/2016	CAR WASH - 26 PD/ 1 ENG/ 3 WQC/ 1 BLDG	$108.50
25647	06/24/2016	CAR WASH - 29 PD / 1 PKS	$105.00
25648	06/24/2016	CAR WASH - 23 PD/ 1 FIRE/1 PKS/1 ENG/ 1 WTR/ 3 WQC	$105.00

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$283.50
405 - Building	405.11000 (Cash)	$3.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$21.00
420 - WATER	420.11000 (Cash)	$3.50
502 - Engineering	502.11000 (Cash)	$7.00

107711 06/30/2016 Open Accounts Payable MAGIC SANDS MOBILE HOME PARK $311.97

Invoice	Date	Description	Amount
July 2016	06/23/2016	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM	$311.97

Paying Fund	Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	$311.97

107712 06/30/2016 Open Accounts Payable MGT OF AMERICA INC $11,900.00

Invoice	Date	Description	Amount
28299	06/30/2016	Cost Allocation Plan for 2016-17 work through 6-2-2016	$11,900.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$11,900.00

107713 06/30/2016 Open Accounts Payable MODESTO MACHINE WORKS INC $118.39

Invoice	Date	Description	Amount
106959	06/24/2016	SHAFT SAMPLE FOR CHLORINE BUILDING EXHAUST FAN	$118.39

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$118.39

107714 06/30/2016 Open Accounts Payable MOTION INDUSTRIES INC - CA82 $198.25

Invoice	Date	Description	Amount
CA82-903956	06/23/2016	FHP VP SHEAVE FOR EAST STORAGE TANK	$36.75
CA82-904015	06/23/2016	BEARING FOR CHLORINE ROOM FAN	$161.50

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$161.50
420 - WATER	420.11000 (Cash)	$36.75

107715 06/30/2016 Open Accounts Payable MULBERRY MOBILE PARK $232.68

Invoice	Date	Description	Amount
July 2016	06/23/2016	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM	$232.68

Paying Fund	Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	$232.68

107716 06/30/2016 Open Accounts Payable MUNISERVICES LLC $11,263.99

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Invoice	Date	Description	Amount
41886	06/27/2016	SUTA Services for the Tax Quarter Ending 12/31/15	$11,263.99
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$11,263.99

107717 06/30/2016 Open Accounts Payable NAPA AUTO PARTS $215.48

Invoice	Date	Description	Amount
662671	06/24/2016	POL08-1284 TPMS SENSOR	$32.54
662807	06/24/2016	ST13-7120 STREET SWEEPER	$182.94
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$32.54
217 - Streets - Gas Tax		217.11000 (Cash)	$182.94

107718 06/30/2016 Open Accounts Payable NATIONAL METER & AUTOMATION INC $23,016.68

Invoice	Date	Description	Amount
S1072215.001	06/24/2016	ITRON LCD ENCODER	$5,900.00
S1072215.003	06/24/2016	BRZ METER BODY	$17,116.68
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$23,016.68

107719 06/30/2016 Open Accounts Payable NEHER AND ASSOCIATES LLC $17,398.86

Invoice	Date	Description	Amount
152-0340	06/29/2016	Executive Recruitment Services - City Manager	$7,148.18
152-0345	06/29/2016	Executive Recruitment Services - City Manager	$5,400.68
152-0351	06/29/2016	Executive Recruitment Services - City Manager	$4,850.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$17,398.86

107720 06/30/2016 Open Accounts Payable NEXT LEVEL PARTS INC $101.89

Invoice	Date	Description	Amount
8577-211598	06/24/2016	OP05-696 10HP BOAT MOTOR	$94.45
8577-211617	06/24/2016	POL11-1110 FUEL FILTER	$3.72
8577-211795	06/24/2016	POL11-1118 FUEL FILTER	$3.72
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$7.44
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$94.45

107721 06/30/2016 Open Accounts Payable PAXXO USA INC $823.55

Invoice	Date	Description	Amount
F16-084	06/24/2016	PAXXO- MAXXI CASSETTEE 10220 LONGOPAC BAGS	$823.55
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$823.55

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107722	06/30/2016	Open	Accounts Payable	REED INC, GEORGE		$197,860.87
Invoice		Date	Description		Amount	
P#15-75,PP2		06/24/2016	15-75 SOUTHWEST QUADRANT FRONTAGE IMPROVEMENTS		$197,860.87	
Paying Fund			Cash Account		Amount	
217 - Streets - Gas Tax			217.11000 (Cash)		$197,860.87	
107723	06/30/2016	Open	Accounts Payable	ROMEO MEDICAL CLINIC		$1,454.00
Invoice		Date	Description		Amount	
6/6/16-Inv. Date		06/27/2016	WORK WELLNESS - MEDICAL SERVICES		$1,454.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$482.00	
217 - Streets - Gas Tax			217.11000 (Cash)		$99.00	
246 - Landscape Assessment			246.11000 (Cash)		$215.00	
405 - Building			405.11000 (Cash)		$115.00	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$99.00	
420 - WATER			420.11000 (Cash)		$329.00	
505 - Fleet			505.11000 (Cash)		$115.00	
107724	06/30/2016	Open	Accounts Payable	ROOT TAMERS		$6,581.68
Invoice		Date	Description		Amount	
1002		06/24/2016	CHEMICAL ROOT CONTROL OF SEWER LINES		$6,581.68	
Paying Fund			Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$6,581.68	
107725	06/30/2016	Open	Accounts Payable	SAFE-T-LITE CO INC		$640.89
Invoice		Date	Description		Amount	
325997		06/24/2016	Ultra-cool Lime Vests		$110.32	
325394		06/24/2016	Ultra-cool Lime Vests		$110.30	
323931		06/24/2016	Special Events - Standard Alum H.I. signs		$414.89	
324958		06/24/2016	Special Events - "No Parking" signs		$5.38	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$420.27	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$220.62	
107726	06/30/2016	Open	Accounts Payable	SAFETY-KLEEN CORPORATION		$157.74
Invoice		Date	Description		Amount	
R002274779		06/24/2016	SELF-RECYCLING PARTS WASHER		$157.74	
Paying Fund			Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$157.74	
107727	06/30/2016	Open	Accounts Payable	SHELL FLEET PLUS		$306.71
Invoice		Date	Description		Amount	

079180105606	06/24/2016	Shell Fuel - Statement 6/19/16		$306.71
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$225.95
265 - Fire Department Grants		265.11000 (Cash)		$21.00
266 - Police Services Grants		266.11000 (Cash)		$59.76

107728	06/30/2016	Open	Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	$253,587.06
Invoice	Date	Description			Amount
P#15-43,PP2	06/24/2016	15-43 MONTANA NEIGHBORHOOD PARK			$253,587.06
Paying Fund		Cash Account			Amount
269 - Parks & Public Facilities Grants		269.11000 (Cash)			$253,587.06

107729	06/30/2016	Open	Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$5,435.00
Invoice	Date	Description			Amount
1521522	06/24/2016	TURLOCK TRAFFIC SIGNAL MAINTENANCE			$4,760.00
1521523	06/24/2016	TRAFFIC SIGNAL MAINTENANCE & REPAIR SERVICES			$675.00
Paying Fund		Cash Account			Amount
216 - Streets - Local Transportation		216.11000 (Cash)			$5,435.00

107730	06/30/2016	Open	Accounts Payable	STATE WATER RESOURCE CTNL	$55.00
Invoice	Date	Description			Amount
29087-8/1/16	06/28/2016	ROY DAVIS OP#29087 WATER TREATMENT CERTIFICATION RENEWAL			$55.00
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$55.00

107731	06/30/2016	Open	Accounts Payable	STEWART TITLE OF CA INC	$10,000.00
Invoice	Date	Description			Amount
FILE# 01180-2207	06/30/2016	14-28 POSSESSION AND USE AGREEMENT-FUENTES			$10,000.00
Paying Fund		Cash Account			Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)			$10,000.00

107732	06/30/2016	Open	Accounts Payable	SUPERCOM INC	$1,050.78
Invoice	Date	Description			Amount
12123	06/30/2016	Safend Protector-1 YR Gold Maintenance			$1,050.78
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$658.43
255 - CDBG		255.11000 (Cash)			$6.65
405 - Building		405.11000 (Cash)			$19.95
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$66.50
420 - WATER		420.11000 (Cash)			$59.85
501 - Information Technology		501.11000 (Cash)			$152.95

502 - Engineering	502.11000 (Cash)	$86.45	

107733	06/30/2016	Open	Accounts Payable	T I D	$12,335.74

Invoice	Date	Description	Amount
PO 146 - 6/30/16	06/24/2016	Multiple COT Accounts paid on PO 146	$12,335.74

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,522.56
205 - Sports Facilities	205.11000 (Cash)	$5,290.73
216 - Streets - Local Transportation	216.11000 (Cash)	$2,365.36
420 - WATER	420.11000 (Cash)	$1,487.91
426 - Transit - Fixed Route	426.11000 (Cash)	$193.04
505 - Fleet	505.11000 (Cash)	$1,476.14

107734	06/30/2016	Open	Accounts Payable	TRANSIT CAPITAL SUPPORT	$11,368.83

Invoice	Date	Description	Amount
16015	06/24/2016	TRANSIT GRANT DOCUMENTS & SUPPORT SVS	$11,368.83

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$11,368.83

107735	06/30/2016	Open	Accounts Payable	TURLOCK GOSPEL MISSION	$1,152.94

Invoice	Date	Description	Amount
Draw 1	06/27/2016	TURLOCK GOSPEL MISSION FY 2015-2016	$546.32
Draw 2	06/27/2016	TURLOCK GOSPEL MISSION FY 2015-2016	$606.62

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$1,152.94

107736	06/30/2016	Open	Accounts Payable	TURLOCK JOURNAL	$927.84

Invoice	Date	Description	Amount
150888	06/27/2016	Advertiser #14258-RECRUITMENT AD.-PT. ANIMAL SERV.ASSIST	$51.50
149521	06/24/2016	Advertiser#13453-TAKE PRIDE IN TURLOCK, RETAIL DISPLAY	$876.34

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$51.50
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$876.34

107737	06/30/2016	Open	Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	$680.00

Invoice	Date	Description	Amount
160530	06/22/2016	FOOD FOR BENEFITS FAIR	$680.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$680.00

107738	06/30/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$795.84

Payment Register

From Payment Date: 6/24/2016 - To Payment Date: 6/30/2016

Invoice	Date	Description	Amount
Stmt: 6/16/16	06/24/2016	Acct #128444 - Public Safety internet service	$795.84
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$795.84

107739 06/30/2016 Open Accounts Payable VALLEY FARM SUPPLY STORES INC $1,961.41

Invoice	Date	Description	Amount
H182110	06/27/2016	MISC SMALL EQUIPMENT FOR ASSESSMENTS	$1,961.41
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$1,961.41

107740 06/30/2016 Open Accounts Payable VAN DE POL ENTERPRISE INC $447.46

Invoice	Date	Description	Amount
CL68051	06/29/2016	FIRE FUEL SURCHARGES 6/2/16-6/14/16	$447.46
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$447.46

107741 06/30/2016 Open Accounts Payable WEST YOST ASSOCIATES $157,651.00

Invoice	Date	Description	Amount
2029928	05/31/2016	SRWA Program Management Services through May 2016	$157,651.00
Paying Fund		Cash Account	Amount
950 - SRWA		950.11000 (Cash)	$157,651.00

107742 06/30/2016 Open Accounts Payable WESTERN VIEW MOBILE RANCH $2,772.94

Invoice	Date	Description	Amount
July 2016	06/23/2016	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM	$2,772.94
Paying Fund		Cash Account	Amount
625 - Successor Agency - LMI		625.11000 (Cash)	$2,772.94

107743 06/30/2016 Open Accounts Payable WESTFORK ESTATES $512.08

Invoice	Date	Description	Amount
July 2016	06/23/2016	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM	$512.08
Paying Fund		Cash Account	Amount
625 - Successor Agency - LMI		625.11000 (Cash)	$512.08

107744 06/30/2016 Open Accounts Payable ZALREICH CHEMICAL CO INC $17,954.99

Invoice	Date	Description	Amount
201752	06/24/2016	ALUMINUM CHLOROHYDRATE - CONTRACT 11-905	$17,954.99
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$17,954.99

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From Payment Date: 6/24/2016 - To Payment Date: 6/30/2016

107745	06/30/2016	Open	Accounts Payable	ACME ELECTRIC CO.		$5,500.00
	Invoice	Date	Description		Amount	
	EP 16-104E	06/24/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-104E		$5,500.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$5,500.00	
107746	06/30/2016	Open	Accounts Payable	BARCELOS, VICTOR		$50.00
	Invoice	Date	Description		Amount	
	TR 3634-Per Diem	03/04/2014	PER DIEM/ TR# 3634		$50.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$50.00	
107747	06/30/2016	Open	Accounts Payable	CALLAWAY, MIKE		$199.00
	Invoice	Date	Description		Amount	
	Reimbursement	06/27/2016	REIMBURSEMENT FOR ICC CERT (RES PLUMB INSPEC)		$199.00	
	Paying Fund		Cash Account		Amount	
	405 - Building		405.11000 (Cash)		$199.00	
107748	06/30/2016	Open	Accounts Payable	HILLERMAN, LAURA		$349.00
	Invoice	Date	Description		Amount	
	Refund	06/14/2016	Reimbursment for Summer camp-County paid also		$349.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$349.00	
107749	06/30/2016	Open	Accounts Payable	HIS TREE SERVICE		$1,210.00
	Invoice	Date	Description		Amount	
	EP 16-107E	06/24/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-107E		$1,210.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,210.00	
107750	06/30/2016	Open	Accounts Payable	IBARRA, PAULINA		$51.00
	Invoice	Date	Description		Amount	
	Refund	06/14/2016	T-ball cancellation		$51.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$48.50	
	301 - Capital Improvements		301.11000 (Cash)		$2.50	
107751	06/30/2016	Open	Accounts Payable	Jackson, Mary		$220.00
	Invoice	Date	Description		Amount	
	Deposit Refund	06/23/2016	Facility Deposit Refund		$220.00	

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From Payment Date: 6/24/2016 - To Payment Date: 6/30/2016

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$220.00

107752 06/30/2016 Open Accounts Payable JACOBS-HUNTER, KELLIE $700.00

Invoice	Date	Description	Amount
FY15/16-Prof Dev	06/22/2016	Professional Development FY15-16	$700.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$700.00

107753 06/30/2016 Open Accounts Payable MARTINEZ, FRANK $243.28

Invoice	Date	Description	Amount
Refund	06/24/2016	FULL REFUND ON BP#16-0486 - PERMIT NOT NEEDED FOR SCOPE OF WORK	$243.28

Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$243.28

107754 06/30/2016 Open Accounts Payable PITT, MARYN $600.00

Invoice	Date	Description	Amount
FY15/16-Prof Dev	06/22/2016	Professional Development FY15-16	$600.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$600.00

107755 06/30/2016 Open Accounts Payable RAMOS, MARIA $600.00

Invoice	Date	Description	Amount
FY15/16-Prof Dev	06/22/2016	Professional Development FY15-16	$600.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$600.00

107756 06/30/2016 Open Accounts Payable SCHULZE, ERIK $600.00

Invoice	Date	Description	Amount
FY15/16-Prof Dev	06/22/2016	Professional Development FY15-16	$600.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$600.00

Type Check Totals: 91 Transactions $1,602,890.23

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	$1,602,890.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	91	$1,602,890.23	$0.00

City of Turlock

Payment Register

From Payment Date: 6/24/2016 - To Payment Date: 6/30/2016

Grand Totals:

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	$1,602,890.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	91	$1,602,890.23	$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**91**	**$1,602,890.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**91**	**$1,602,890.23**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**91**	**$1,602,890.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**91**	**$1,602,890.23**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 4/1/2016 - To Payment Date: 4/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
1149	04/04/2016	Open			Accounts Payable	CA SDU	$287.00		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/04/2016	3/31/16-PR-State of CA-Child Support Payment-EFT		$287.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$287.00			
1150	04/04/2016	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$266.50		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/04/2016	3/31/16-PR-State of CA-Child Support Payment-EFT		$266.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$266.50			
1151	04/04/2016	Open			Accounts Payable	STATE OF CALIFORNIA	$1,289.00		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/04/2016	3/31/16-PR-State of CA-Child Support Payment-EFT		$1,289.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,289.00			
1152	04/05/2016	Open			Accounts Payable	T C E A	$2,189.50		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/05/2016	3/31/16-PR-TCEA Dues-EFT		$2,189.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,189.50			
1153	04/05/2016	Open			Accounts Payable	T A P O	$4,011.46		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/05/2016	3/31/16-PR-TAPO Dues-EFT		$4,011.46			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,011.46			
1154	04/05/2016	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/05/2016	3/31/16-PR- TMAPS DUES-EFT		$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$200.00			
1155	04/05/2016	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$16,178.34		
	Invoice		Date	Description		Amount			
	3/31/16-PR		04/05/2016	3/31/16-PR-GOLDEN1 CU-EFT		$16,178.34			

Payment Register

From Payment Date: 4/1/2016 - To Payment Date: 4/30/2016

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$16,178.34

1156 04/05/2016 Open Accounts Payable ICMA-RC $84,859.83

Invoice	Date	Description	Amount
3/31/16-PR	04/05/2016	3/31/16-PR-ICMA-EFT	$84,859.83

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$84,859.83

1157 04/11/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $8,525.69

Invoice	Date	Description	Amount
BE001589912	04/11/2016	Dental Claims: 3/25-3/31/16-EFT	$8,525.69

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$8,525.69

1158 04/13/2016 Open Accounts Payable SYMETRA LIFE INSURANCE COMPANY $15,402.97

Invoice	Date	Description	Amount
MAR 2016	04/13/2016	MAR 2016-LIFE/LTD Premiums	$15,402.97

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$15,402.97

1159 04/14/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $5,106.21

Invoice	Date	Description	Amount
BE001592806	04/14/2016	Dental Claims: 4/1-4/7/16-EFT	$5,106.21

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$5,106.21

1160 04/11/2016 Open Accounts Payable CalPERS $154,062.59

Invoice	Date	Description	Amount
3/16-3/31/16-PR	04/11/2016	3/16/16-3/31/16-PR-CalPERS-EFT	$154,062.59

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$154,062.59

1161 04/19/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $8,047.58

Invoice	Date	Description	Amount
BE001596517	04/19/2016	Dental Claims: 4/8-4/14/16-EFT	$8,047.58

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$8,047.58

1162 04/20/2016 Open Accounts Payable INTERNAL REVENUE SERVICE $176,887.10

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-IRS-FED TAX-EFT	$176,887.10

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From Payment Date: 4/1/2016 - To Payment Date: 4/30/2016

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$176,887.10

1163 04/20/2016 Open Accounts Payable STATE OF CALIFORNIA - PR TAXES $40,996.63

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-EDD-State Taxes-EFT	$40,996.63

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$40,996.63

1164 04/20/2016 Open Accounts Payable CA SDU $287.00

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-State-Child Support Payment-EFT	$287.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$287.00

1165 04/20/2016 Open Accounts Payable CA STATE DISBURSEMENT UNI $266.50

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR- State-Child Support Payment-EFT	$266.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$266.50

1166 04/20/2016 Open Accounts Payable STATE OF CALIFORNIA $762.50

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-State-Child Support Payment-EFT	$762.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$762.50

1167 04/20/2016 Open Accounts Payable TURLOCK CITY FIRE INC $390.00

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-Fire Inc-EFT	$390.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$390.00

1168 04/20/2016 Open Accounts Payable TFRA $4,200.00

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-TFRA Dues-EFT	$4,200.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$4,200.00

1169 04/20/2016 Open Accounts Payable T C E A $2,189.50

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR- TCEA Dues-EFT	$2,189.50

Paying Fund	Cash Account	Amount

104 - Payroll Clearing Fund	104.11000 (Cash)		$2,189.50

1170 04/20/2016 Open Accounts Payable GOLDEN ONE CREDIT UNION $16,178.34

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-GOLDEN1 CU-EFT	$16,178.34

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$16,178.34

1171 04/20/2016 Open Accounts Payable T A P O $4,004.48

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-TAPO Dues-EFT	$4,004.48

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$4,004.48

1172 04/20/2016 Open Accounts Payable ICMA-RC $86,876.14

Invoice	Date	Description	Amount
4/15/16-PR	04/20/2016	4/15/16-PR-ICMA-EFT	$86,876.14

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$85,964.18
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$911.96

1173 04/15/2016 Open Accounts Payable ST BOARD OF EQUALIZATION $7,349.00

Invoice	Date	Description	Amount
2015-Use Tax	04/15/2016	Calendar 2015 Use Tax	$7,349.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,542.36
116 - Special Public Safety	116.11000 (Cash)	$202.29
202 - Bicycle Safety	202.11000 (Cash)	$28.49
203 - Animal Fee Forfeiture	203.11000 (Cash)	$208.92
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$159.87
205 - Sports Facilities	205.11000 (Cash)	$10.33
217 - Streets - Gas Tax	217.11000 (Cash)	$68.15
240 - Small Equipment Replacement	240.11000 (Cash)	$16.32
241 - Asset Replacement	241.11000 (Cash)	$6.46
242 - Computer Replacement	242.11000 (Cash)	$1,085.86
246 - Landscape Assessment	246.11000 (Cash)	$80.96
255 - CDBG	255.11000 (Cash)	$3.54
266 - Police Services Grants	266.11000 (Cash)	$267.39
270 - Recreation Grants	270.11000 (Cash)	$191.17
405 - Building	405.11000 (Cash)	$47.07
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,867.43
420 - WATER	420.11000 (Cash)	$428.39
426 - Transit - Fixed Route	426.11000 (Cash)	$18.89
501 - Information Technology	501.11000 (Cash)	$4.57

Payment Register

From Payment Date: 4/1/2016 - To Payment Date: 4/30/2016

502 - Engineering	502.11000 (Cash)	$110.54
	25 Transactions	$640,813.86

Type EFT Totals:
AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	$640,813.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	25	$640,813.86	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	$640,813.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	25	$640,813.86	$0.00

Grand Totals:

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**25**	**$640,813.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**25**	**$640,813.86**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**25**	**$640,813.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**25**	**$640,813.86**	**$0.00**

5B

JULY 12, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. A. **CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

B. **PRESENTATION OF COLORS BY TURLOCK FIRE DEPARTMENT HONOR GUARD**

C. **SALUTE TO THE FLAG**

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:** None

3. A. **SPECIAL BRIEFINGS**:

1. Mayor's Public Policy Award Recipient/CSUS Graduate Student Josephine Hazelton provided an update on her efforts and vision for improving public transit in Turlock including strengthening partnerships between the City and CSUS, exploring funding options for a Warrior Transit Pass, initiating the Mayor's Try Transit challenge, and analyzing bus stops that would benefit from improvements. Ms. Hazelton encouraged more substantiated dialog in the future and recommended the Council direct staff to develop an Alternative Transportation Policy Advisory Committee.

   Mayor Soiseth commended Ms. Hazelton for her efforts and passion for alternative transportation and noted Council's support to direct staff to develop an advisory committee.

B. **STAFF UPDATES**

1. Policy Goals and Implementation Plan updates provided by:

   Municipal Services Director Michael Cooke provided an update on the recently adopted/updated State Water Resources Control Board Emergency Water Conservation Regulation and information about the City's Water Conservation Plan including the two-day per week watering schedule, associated education and enforcement, and continued efforts to develop water resources and supplies.

   Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt informed Council a Request for Proposal (RFP) for marketing and branding, tourism and economic development services will be presented to Council for consideration and authorization for issuance at the August 9, 2016 City Council meeting.

   Parks, Recreation and Public Facilities Director Allison Van Guilder provided an update on the progress of establishing monument signs to promote wayfinding and highlight attractions in the City and presented Council with a sign that was developed in conjunction with CSUS for display at Pedretti Park.

2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including Taylor Road and Tegner Road cul-de-sac improvements, the

Skate Park, Montana Park, Bernell Avenue sidewalk improvements, Countryside Drive storm drain repairs, Palm Street and Mitchell Avenue waterline replacement, annual slurry seals, and statistics on the number of permits issued and inspections performed.

Councilmember DeHart requested information about the pedestrian bridge at Taylor Road and Tegner Road and potential signage.

3. Sr. Recreation Supervisor Karen Packwood spoke about the California Firefighter Joint Apprenticeship Committee (Cal-JAC) and recent participation in a planning and preparedness training event. Ms. Packwood introduced Cal-JAC Education Training Director Taral Brideau who presented information about the organization, various programs and products offered, and special event planning and emergency preparedness. Ms. Packwood noted the City of Turlock and Cal-JAC have partnered to assess the upcoming Christmas parade.

4. Fire Chief Talloni thanked the Council for their commitment to the Fire Department and introduced Engineer Kevin Tidwell, Firefighters Steven Kramer and Dale Melden, and Captain Kain Packwood who presented information about public communication through the use of social media, calls for service in 2015, drill grounds project, the Honor Guard, recently purchased equipment (nozzles and hoses) designed for safety and effective water delivery, and the installation of emergency services automated external defibrillator (AED) on front-line fire apparatuses.

   Council discussion included questions about the use of equipment on scene, use of social media to interact with the community, and the significance of the Honor Guard.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett thanked Mayor Soiseth and the Turlock Fire Department for recent participation in programs, provided information about upcoming events including a magician performance, Harry Potter themed-party, and a visit by the Turlock Police Department. Ms. Bartlett noted an upcoming public survey to assist with strategic planning and announced the library is now open on Fridays.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, to adopt the consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

A. **Resolution No. 2016-160** Accepting Demands of 6/9/16 in the amount of $1,089,639.65; Demands of 6/16/16 in the amount of $1,004,722.88

B. *Motion*: Accepting Minutes of Special Meeting of June 28, 2016; Regular Meeting of June 28, 2016

C. *Motion*: Approving Contract Change Order No. 1, in the amount of $8,722.04 (Fund 306), for City Project No. 11-43, "North Tegner Road and Taylor Road Intersection Improvements," bringing the contract total to $191,077.15

D. 1. **Resolution No. 2016-161** Determining City Project No. 15-52, "Senior Center Ceiling Replacement," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an Agreement, in the amount of $38,410 (Fund 301), with Bigler Construction of Turlock, California, for City Project No. 15-52, "Senior Center Ceiling Replacement"
3. **Resolution No. 2016-162** Re-Appropriating $46,100 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 Capital Improvement reserves, for City Project No. 15-52, "Senior Center Ceiling Replacement" to complete the necessary funding required for this project

E. *Motion*: Accepting improvements for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion

F. 1. **Resolution No. 2016-163** Determining the purchase and installation of electronic farebox equipment in support of transit service is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines
2. **Resolution No. 2016-164** Approving a sole source procurement with SPX Genfare of Elk Grove Village, Illinois, for one Fast Fare electronic farebox, two cleaning cards and 50,000 un-encoded transfer passes, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, in an amount not to exceed $19,309
3. **Resolution No. 2016-165** Approving future sole source procurements from SPX Genfare of Elk Grove Village, Illinois, for farebox related equipment and supplies, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, contingent on availability of budgeted funds, for twenty-four (24) months

G. **Resolution No. 2016-166** Authorizing the Mayor, City Manager, or Development Services Director/City Engineer to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or any other federally-funded or state-funded projects

H. *Motion*: Approving Amendment No. 2 to the Agreement between the City of Turlock and Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No. 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement"

I. *Motion*: Awarding RFQ 16-344 and Contract No. 16-037 to All Commercial Fencing of Waterford, having met all the specifications of RFQ 16-344 and being the lowest responsive and responsible bidder, for fence repair and installation services for a period of twelve (12) months, in an amount not to exceed $20,000

J. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and Howk Systems for pump repair services

K. *Motion*: Authorizing the submittal of a Letter of Authorization signed by the City Manager allowing the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) Cycle 6

L. **Resolution No. 2016-167** Affirming the City of Turlock's use of CalHOME funds for eligible activities in accordance with program regulations and authorizing the City Manager or his designee to execute all agreements, extensions, amendments and other documents required by the State of California Housing and Community Development (HCD) for participation in the CalHOME program

M. *Motion*: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on two (2) document scanners, in an amount not to exceed $2,292

N. *Motion*: Accepting the report on the response to the Stanislaus County Civil Grand Jury Case #16-15GJ: Stanislaus County Building Study

O. *Motion*: Rejecting Claims for Damages filed by Pat Weisel

P. *Motion*: Rejecting Claims for Damages filed by Tele' Horn

Q. *Motion*: Rejecting Claims for Damages filed by Rubenia Blandon Malone

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Municipal Services Director Michael Cooke presented the staff report on the request to approve the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming, and street sweeping pursuant to the terms and conditions of the Franchise Agreement. Director Cooke also spoke about Turlock Scavenger's 3-can collection system, partnership with the Take Pride in Turlock and Go-Green events, and potential use of recycled water in street sweepers.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-168** Approving the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming, and street sweeping pursuant to the terms and conditions of the Franchise Agreement was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. Development Services Director Mike Pitcock presented the staff report on the request to provide direction to staff on how to proceed with Vice Mayor Bublak's request which was supported by Mayor Soiseth to discuss an annual allocation of a minimum amount of $100,000 for roadway improvements.

Council and staff discussion included clarification regarding funding options and future obligations related to funding, passage of the countywide measure and potential implications, other expenses associated with roadway maintenance such as repairs and crews, and feasibility/prioritization of potential projects.

Councilmember Bublak stated her goal is to show commitment towards improving roads and requested creation of a scope of work to identify a critical local road in need of funding, potential funding options with a minimum of $100,000 annually, and preparation of a draft RFP for Council consideration at the August 9, 2016 meeting. Mayor Soiseth asked City Attorney Norton for clarification on bringing these requests forward.

Mayor Soiseth opened public comment.

Milt Trieweiler spoke about the various examples/types of repairs outlined in the staff report and recommended allocating $100,000 to the pothole repair fund.

Mary Jackson requested information about current road repair, recommended the City wait for results of the countywide measure, and spoke about lack of state and federal funding.

Additional Council discussion included concerns with using reserves to fund roadway improvements, reprioritizing funding, identifying self-help funds or other sources of funding if countywide measure doesn't pass, and clarification regarding the $50,000 previously budgeted.

City Manager Hampton confirmed Councilmember Bublak's requests and noted information pertaining to project scope, roads in need of repair, funding mechanisms, and a draft RFP will be brought back to Council at the August 9, 2016 meeting.

Action: Council provided direction to staff to develop a scope of work to identify roads with the greatest needs, a draft RFP for Council consideration at the August 9, 2016 Council meeting, and potential funding options. Council concurred 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

A. Councilmember Nascimento requested future consideration for review of the comments/concerns heard from downtown businesses regarding negative impact on sales related to the downtown farmers market street closure. City Manager Hampton spoke about recent meetings facilitated by the Mayor with City staff and downtown business owners and an upcoming meeting with Golden State Farmers Market Association and representatives of the Turlock Downtown Property Owners Association to explore options and solutions. City Manager Hampton noted a staff update would be provided following that meeting.

11. COUNCIL COMMENTS:

A. Councilmember DeHart clarified his comments made at the previous Council meeting regarding campaign finance reform stating his intention was not to suggest that past Councils have overlooked matters related to campaign finance reform.

B. Mayor Sosieth commended IT Staff for their assistance in making adjustments/improvements to the audio equipment in the Council Chambers.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

A. *Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Case(s): (1 case)

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 7:34 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Jennifer Land
Deputy City Clerk

City Council Synopsis
July 26, 2016

5C

million acts of kindness

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

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final), in the amount of $3,589.25 (Fund 240), for City Project No. 14-26B, "Council Chambers Improvements," bringing the contract total to $501,396.25

Motion: Accepting improvements for City Project No. 14-26B, "Council Chambers Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 12, 2015, Council awarded a contract in the amount of $497,807 to Simile Construction Service, Inc., of Modesto, California, for City Project No. 14-26B, "Council Chambers Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	$497,807	May 12, 2015
Contract Change Order No. 1(final)	$3,589.25	July 26, 2016
Adjusted Contract Total	$501,396.25	

Change Order No. 1 (Final) includes:

1. <u>Floor Repair in Women's Restroom and Removal of Can Light ($4,434.25)</u>

During construction, a soft spot in the floor of the women's restroom across the hallway from the Council Chambers was discovered. The Contractor was directed to perform exploratory demolition of the soft spot and make all necessary repairs. In addition, a can light in the soffit above the large monitor next to the dais was removed and the hole was patched and painted. The Contractor completed this work with materials and labor costs in the amount of $4,434.25.

OK for Agenda

2. Fire Alarm/Media Shutdown Module (-$845.00)

The Contractor could not complete the installation of necessary equipment for the fire alarm/media shutdown module since the existing alarm system is proprietary. Pro Tech, the proprietary company, provided the modules, system cabling, programming and testing through a separate work order. The Contractor made the final connection to the media equipment with a deductive change in the amount of ($845).

All changes have been installed in accordance with the contract documents, Standard Specifications and Drawings and as directed by the City Engineer.

3. BASIS FOR RECOMMENDATION:

A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B. The changes were needed to complete all work in accordance with the project plans and City Standards.

C. All improvements have been installed in accordance with the contract documents.

D. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is available in account number 240-00-000-203.51005_001 "Communications Equipment Funded by PEG Fees" for the proposed work. These funds are specifically for capital improvements to communication equipment and facilities.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On May 12, 2015, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1 (Final). Staff does not recommend this as the extra work has already been completed and was necessary to repair the floor in the women's restroom.

B. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. Staff does not recommend this as the work has been completed and recording a Notice of Completion reduces the statutory time allowed for filing stop notices and claims.

CONTRACT CHANGE ORDER

Date issued: 26-Jul-16 **Change Order No.:** 1 (FINAL)
Project Name: Council Chambers Improvements

Simile Construction Services, Inc.
4725 Enterprise Way, Ste. #1
Modesto, CA 95356

Project No.: 14-26B
Contract For: $497,807.00
Contract Award Date: May 12, 2015

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	$497,807.00
Contractor's Bid Amount for Bid Items	---	---	---	$497,807.00
Subtotal of Difference				**$0.00**
1. Floor Repair in Women's Restroom and removal of can light	LS	1	$4,434.25	$4,434.25
2. Fire Alarm/Media Shutdown Module	LS	1	($845.00)	($845.00)
		Total this CCO=		**$3,589.25**

The original contract sum =	**$497,807.00**
Net change by previous change orders =	**$0.00**
The contract total will be increased by the amount of =	**$3,589.25**
The new contract sum including this change order will be =	**$501,396.25**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
Gary R. Hampton, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Council Chambers Improvements **Project No. 14-26B**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Council Chamber Improvements	LS	$ 497,807.00	1.00	$497,807.00	1.00	$497,807.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$497,807.00**		**$497,807.00**	**$0.00**
C.O. #	***CHANGE ORDERS***							
1	Contract Change Order No. 1(Final)	LS	$3,589.25	1	$3,589.25			$3,589.25
	SUB-TOTAL CHANGE ORDER ITEMS =				**$3,589.25**		**$0.00**	**$3,589.25**
	TOTAL PROJECT =				**$501,396.25**		**$497,807.00**	**$3,589.25**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 14-26B
COUNCIL CHAMBERS IMPROVEMENTS

Notice is hereby given that work on the above-referenced project located at 156 South Broadway, in the City of Turlock, was completed by the undersigned agency on July 26, 2016. The contractor of work is Simile Construction Services, Inc., 4725 Enterprise Way, Suite 1, Modesto, California 95356 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Michael G. Pitcock, P.E., Development Services Director/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Development Services Director/City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, P.E.
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on July 27, 2016 at Turlock, California, Stanislaus County

City Council Synopsis
July 26, 2016

5D

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final), in the amount of $629.60 (Fund 205), for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement," bringing the contract total to $9,463.98

Motion: Accepting improvements for City Project No.15-82, "Turlock Regional Sports Complex Fence Replacement," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

Background:

On March 1, 2016, City Council approved an agreement with Titan Fence of Modesto, California, for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement."

The fence along the back portion at the Sports Complex (Alta Vista Road) was hit and damaged by a motorist. This project will repair the damaged sections of the fence. The repair of the facilities is anticipated to be reimbursed from the motorist's insurance.

Change Order History:

	Amount	City Council Meeting
Original Contract	$8,834.38	March 1, 2016
Change Order No. 1 (Final)	$ 629.60	July 26, 2016
Adjusted Contract Total	$9,463.98	

OK for Agenda

Change order No. 1 (Final) includes:

1. Upgrading Access Gate $629.60:

The project was bid to install a four foot person-access gate. After the project was awarded, staff determined that a 12 foot vehicle access gate was preferred since the north side of the complex already has two person-access gates. The 12 foot gate allowed staff to access the north side of the complex without driving though the fields.

This change order is for the extra work the contractor was directed to perform to install the upgraded gate.

All changes have been installed in accordance with the Contract Documents and in accordance with the Standard Specifications and Drawings and as directed by the City Engineer.

3. BASIS FOR RECOMMENDATION:

A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B. The changes were needed to adapt the newly installed infrastructure to the existing field conditions.

C. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 205-60-602.51270 "Construction Project" and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of $8,834.38 will be increased in the amount of $629.60, for an increase of 7.1%, bringing the total contract to $9,463.98.

Note: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On March 1, 2016, Council made the determination that this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion or Small Structures). This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1 (Final). This option is not recommended by staff because the extra work was needed to install the preferred gate.

B. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as the work has been completed and recording a Notice of Completion reduces the statutory time allowed for filing stop notices and claims.

CONTRACT CHANGE ORDER

Date issued: 26-Jul-16 **Change Order No.:** 1 (FINAL)
Project Name: Turlock Regional Sports Complex Fence Replacement

Titan Fence
517 7th Street
Modesto, California 95354

Project No.: 15-82
Contract For: $8,834.38
Contract Award Date: March 1, 2016

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)		---	---	---	$8,834.38
Contractor's Bid Amount for Bid Items		---	---	---	$8,834.38
	Subtotal of Difference				**$0.00**
1	12 Foot Access Gate	LS	1	$1,097.78	$1,097.78
2	4 Foot Access Gate	LS	1	($468.18)	($468.18)
			Total this CCO=		**$629.60**

The original contract sum =	**$8,834.38**
Net change by previous change orders =	**$0.00**
The contract amount will be increased by the amount of =	**$629.60**
The new contract sum including this change order will be =	**$9,463.98**

No additional working days are associated with this Contract Change Order.

Accepted: _____ **Date:** _____
Titan Fence, Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
Gary R. Hampton, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Turlock Regional Sports Complex Fence Replacement **Project No.** **15-82**

Item No.	*Item Description*	*Unit of Measure*	*Contractor's Unit Price*	*Final Actual Quantities*	*Final Actual Amount*	*Bid Quantities*	*Bid Amount*	*Total Difference*
1	Install New Fence	LS	$8,834.38	100%	$8,834.38	100%	$8,834.38	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$8,834.38**		**$8,834.38**	**$0.00**
C.O. #	***CHANGE ORDERS***							
1	12 Foot Access Gate	LS		100%	$1,097.78	0	$0.00	$1,097.78
2	4 Foot Access Gate	LS		100%	($468.18)	0	$0.00	($468.18)
	SUB-TOTAL CHANGE ORDER ITEMS =				**$629.60**		**$0.00**	**$629.60**
	TOTAL PROJECT =				**$9,463.98**		**$8,834.38**	**$629.60**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 15-82
TURLOCK REGIONAL SPORTS COMPLEX FENCE REPLACEMENT

Notice is hereby given that work on the above-referenced project located at 4545 North Kilroy Road, in the City of Turlock, was completed by the undersigned agency on July 26, 2016. The contractor of work is Titan Fence, 517 7th Street, Modesto, California 95354 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____ _____
(Signature- Michael G. Pitcock, P.E., Development Services Director/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Development Services Director/City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, P.E.
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on July 27, 2016 at Turlock, California, Stanislaus County

City Council Synopsis
July 26, 2016

SE

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Gary Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an in-kind donation from Lancaster Painting to paint the Police Activities League and Marty Yerby buildings located at Columbia Park as part of the "Love Turlock" event

2. DISCUSSION OF ISSUE:

On May 7, 2016, the community came together to celebrate the "Love Turlock" event. "Love Turlock" is a one day event designed to meet needs and impact lives in our community. As part of the "Love Turlock" volunteer day, Lancaster Painting offered to donate the labor to paint the Police Activities League and Marty Yerby buildings located at Columbia Park. Unfortunately due to inclement weather, Lancaster Painting was unable to paint the Police Activities League and Marty Yerby buildings during the "Love Turlock" event. However, they made a commitment to do so at a later date.

On June 11, 2016, Lancaster Painting honored their commitment and painted both buildings. City staff pressured washed the two buildings and purchased 15 gallons of paint and 8 gallons of primer. Lancaster Painting had five members of their staff on site and were able to paint two buildings in five hours. It was a large task to take on, but the end results look great. The Lancaster painting team did an amazing job. The in-kind donation was estimated at prevailing wage and is valued at $4,775 as per Attachment "A" of the resolution.

3. BASIS FOR RECOMMENDATION:

Donations such as this reduce the funding necessary from General Funds.

Policy Goal and Implementation Plan Initiative:

<u>Policy Goal #2:</u> Fiscal Responsibility

OK for Agenda

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to accept this in-kind donation. Staff does not recommend this alternative, as the work has already been completed as part of the "Love Turlock" event.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN IN-KIND DONATION FROM LANCASTER PAINTING TO PAINT THE POLICE ACTIVITIES LEAGUE AND MARTY YERBY BUILDINGS LOCATED AT COLUMBIA PARK AS PART OF THE "LOVE TURLOCK" EVENT	}	**RESOLUTION NO. 2016-**

WHEREAS, on May 7, 2016, the community came together to celebrate, the "Love Turlock" event; and

WHEREAS, as part of the "Love Turlock" volunteer day, Lancaster Painting donated labor to paint the Police Activities League and Marty Yerby buildings located at Columbia Park; and

WHEREAS, unfortunately due to inclement weather, Lancaster Painting was unable to paint of the Police Activities League and Marty Yerby buildings during the "Love Turlock" event; however, they made a commitment to do so at a later date; and

WHEREAS, on June 11, 2016, Lancaster Painting honored their commitment and painted both buildings; and

WHEREAS, the in-kind donation was estimated at prevailing wage and is valued at $4,775 as per Attachment "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the in-kind donation from Lancaster Painting to paint the Police Activities League and Marty Yerby buildings located at Columbia Park as part of the "Love Turlock" event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

1-800-PAINTING
228 N. Center St, Turlock, CA 95380
Ph: (209)634.1111 Fx: (209) 634.5482
WWW.LANCASTERPAINTING.COM
Lic.# 868896

City Of Turlock
1105 Cahill St.
Turlock, CA 95380

(209)678-5863

April 27, 2016

Project #: 16-184
Estimator: Jennifer Gonzalez

Thank you for the opportunity to quote the following:

Columbia

PAL **2,101.00**

- Walls
  - Stucco Building (1440²)
    - Prime using PP Seal-krete (1 coat)
    - Spray & Backroll using SW A-100 Flat
  - Stucco (240²)
    - Prime using PP Seal-krete (1 coat)
    - Spray & Backroll using SW A-100 Flat
  - Siding (160²)
    - Paint using SW A-100 Flat (2 coats)
    - Prime using KM 285 Kel-Bond (1 coat)
- Facia / Eaves / Patio
  - Facia Building (120')
    - Paint using SW A-100 Satin (2 coats)
    - Scrape
    - Prime using KM 285 Kel-Bond (1 coat)
- Doors
  - Door, Flat (2)
    - Paint using SW A-100 Flat (2 coats)
- Items to protect
  - Misc Items (10)
    - Masking ea.
  - Foundation / brick edge Build (120')
    - Masking Lf.

Marty Yerby **2,674.00**

- Walls
  - Stucco Building (1920²)
    - Prime using PP Seal-krete (1 coat)
    - Spray & Backroll using SW A-100 Flat
- Facia / Eaves / Patio
  - Facia Building (160')
    - Paint using SW A-100 Satin (2 coats)
    - Scrape
    - Prime using KM 285 Kel-Bond (1 coat)
  - Facia 2 Story (45')
    - Paint using SW A-100 Satin (2 coats)
    - Prime using KM 285 Kel-Bond (1 coat)

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WWW.LANCASTERPAINTING.COM
Lic.# 868896

Doors
- Door, Flat (4)
  - Paint using SW A-100 Flat (2 coats)

Items to protect
- Misc Items (15)
  - Masking ea.
- Foundation / brick edge Build (160')
  - Masking Lf.

Grand Total: 4,775.00

Initial for Confirmation of Pricing:

****Please Note: If sending in your approval via email, please list the selected item(s) and total approved amount in the body of the email.****

Additional Notes:
*****Bid using prevailing wage*****

Cost:

- We propose to furnish material and labor – complete and in accordance with the above specifications for the sum stated above. Individual tasks, if selected, may require additional pricing. Price is valid for 30 days, unless otherwise noted.

Exclusions:

- All exterior concrete floor surfaces
- All chimney, roof and roof mounted items
- All other perimeter fencing and other landscape items
- All other surfaces not specifically mentioned above

Included in our standard procedures:

1. Pressure wash all surfaces scheduled for painting work as needed
2. Trench down 4" below grade wherever stucco meets ground
3. Remove exterior lighting prior to painting and reinstall when completed
4. All grounds and plants will be covered prior to painting
5. Left over paint will be labeled and left for future touch-ups.
6. At the completion, our trained project leader will carefully inspect all surfaces to insure our quality standard has been met.

***Unless otherwise clearly defined above, all work shall be preformed at the Level 2 Surface Preparation and Finish Appearance standard (see below)**

Levels of Surface Preparation & Finish Appearance

- Description: The following levels are used to establish a clearly-communicated standard as to what has been agreed upon and what is to be expected with regards to the different levels of surface preparation and the quality of appearance of the finished surface. They are a summary of the actual standard based on PDCA (Painting & Decorating Contractors of America) Industry Standard P14-06.

- Level 1 – Basic: *Cleaned, No Patching* - Requires only basic cleanliness of surfaces to ensure the adhesion of new finishes, with less concern for the adhesion of existing paint and quality of appearance. Obvious loose paint will be removed, but no smoothing of the existing surface profile will be done. Includes washing or hand cleaning. No Warranty.

- **Level 2 – Standard: *Basic Patching* - Requires all of Level 1 as well as the examination of existing coatings to assess their adhesion. With this level of surface preparation, good adhesion and longevity of finish are of primary concern and appearance is of secondary concern. Includes basic patching, filling, dulling of glossy surfaces, spot priming, caulking, and light sanding/abrading to address surface profile differences exceeding 1/8 inch. Excludes matching texture and taping cracks.**

- Level 3 – Superior: *Detailed Patching* – Requires all of Levels 1 and 2 with added emphasis on the quality of appearance of finish painted surfaces. Includes detailed patching, filling, properly taping cracks, approximate matching of textures, and thorough sanding to address surface profile differences exceeding 1/16 inch.

- **Level 4** – Supreme: *Touch & Feel* – Requires all of Levels 1, 2 and 3 with even more emphasis on the quality of appearance of finish painted surfaces. The criteria for inspection and acceptance may include smoothness to "touch and feel" on interior handrails, doors and easily accessible trim. Includes thorough filling & sanding to address surface profile differences exceeding 1/32 inch.

- **Level 5** – Restoration/Resurfacing: *Back to Original* – This type of surface preparation is required when existing conditions indicate that the surfaces are severely deteriorated (where damage to the coating is widespread). Includes complete or nearly complete removal of existing paint through various stripping methods. Substrate (underlying surface being painted) may need to be completely replaced, repaired or resurfaced.

Colors & Samples

- We offer up to 3 - 8"X10" brush outs of your color choices to help you in your decision making, FREE.
- If your need more assistance with color, we offer Color Consultations and custom color mixing. Additional costs do apply.
- Due to the conceptual nature of our first meeting and not having a color scheme finalized, additional pricing may be required on multiple colors, color placement or deep based colors.

Insurance & Licenses

- **California Contractors License: #868896**
- **Liability Insurance: Golden Eagle**
- **Worker's Compensation: Castle Point National Ins Co.**

Two-Year Limited Warranty

- Lancaster Painting warrants labor and material for a period of two (2) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Lancaster Painting be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

Marketing Agreement

- Yard sign will be displayed on your lawn.
- Signed Report Card will be returned within 10 days after completion of your project.
- Permission to use before and after pictures of your project on Lancaster Painting website and other promotional materials.

Work Standard

- Lancaster Painting is a member of the Painting and Decorating Contractors of America and upholds the standard set forth by the PDCA.
- All work is to be completed in a workman like manner according to standard practices.
- Worker/s will remain on job until completion of project.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-98 and P6-99 and all other standards by reference (Standards can be obtained at www.pdca.org).

- The painting contractor will produce a "*properly painted surface*". A "*properly painted surface*" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors' workforce causes. Compliance to meeting the criteria of a "*properly painted surface*" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Customer Responsibility

- Please take specific note of job description
- Colors ***must*** be chosen one (1) week prior to start date. An additional cost will be charged for color changes made after commencement of work
- All landscape trees, shrubs, etc. are to be cut back 6" from the surface to be painted
- Alarms and automatic sprinkler systems must be turned off while work is in progress.
- Customer to be available to meet the Project Leader on the last day of the job.
- **Lancaster Painting is not responsible for damage to tile roofs (or any other roof systems). Every precaution will be made to not break tiles, but it not guaranteed that there will be no tile damage**

SPECIAL CONSIDERATIONS FOR HOMES BUILT PRIOR TO 1978

- Please read the pamphlet Renovate Right.
- Send your confirmation of receipt of lead pamphlet to info@lancasterpainting.com or 228 N. Center Street, Turlock, CA 95380.
  LANCASTER PAINTING IS A LEAD SAFE EPA CERTIFIED FIRM

Change Orders

- If you desire any changes or additional work please contact your Project Leader or Estimator all revisions must be agreed upon with a signed Additional Work Order.
- This contract is based upon all areas listed in the above job description being available for Lancaster Painting and **free from other trades**. All work is to be performed according to standard painting sequencing and work flow. If interruptions occur, additional charges may be incurred.
- **Please note:** In certain situations the selected color or finish may not cover to achieve a satisfactory and uniform appearance with the scope of work provided. If this situation occurs, the customer will be notified and informed that additional costs may be incurred prior to work commencement in that area.
- This contract is for completing the job as described above based on visually observed conditions at time of estimate. Should any unforeseen conditions arise additional repairs/costs may become necessary. Customer will be notified at the time of discovery if any such conditions exist.
- This contract is based on a regular workweek of Monday through Friday, standard business hours. If your project requires a different time schedule, this will need to be discussed in advance and additional charges may apply.

Special notes about the job:

- Complete clean up will be strictly observed at the end of each working day. All paint materials and tools will be moved or stored in a location as directed by the customer at the end of each day to minimize any inconvenience.
- **Please be aware that when pressure washing is done, water is applied at uncommon angles which may cause temporary leaking. For this reason, we**

strongly advise the customer to remove any items from around doors and windows. CLEANING WINDOWS IS NOT INCLUDED IN CONTRACT AMOUNT. Windows can be cleaned once job is completed for an additional cost.

Start and Completion Date

- Upon your acceptance of this proposal an Acceptance Packet will be sent to you with the following:
  - Approximate start date
  - Dollar amount of required deposit
  - Color Sign Off Sheet

Payment

- A 10% deposit is required to reserve your painting appointment.
- Balance is to be paid in full to the Project Leader on the last day of the job.
- Progress payments will be required throughout the course of the job on projects over $10,000.

We gladly accept checks, cash and credit cards: Visa and Master Card:

Acceptance of proposal

- Please indicate your acceptance of this proposal by replying to this email with your acceptance or by returning a signed copy of this page and Confirmation of Pricing on page #1 to our office via fax, mail or delivery.
- By accepting this contract, I acknowledge that I have read and understand the terms of this proposal and acknowledge receipt of the following: (1) Notice to Owner and Warranty, (2) License Information, (3) Notice of Cancellation, (4) Renovate Right Pamphlet (when applicable for structures built prior to 1978).

Please read this proposal carefully and make sure that it contains all the aspects of the job that you want and no additional aspects. Anything not included in this proposal is excluded. We want to be as clear as possible to make this project easier for you. Please let us know of any way we can help.

Signature: _____ **Date:** April 27, 2016

City Of Turlock

ADDITIONAL PROVISIONS

Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. Outside Agency Circumstances: Any changes required by an outside agency such as the government, EPA, inspection service or the like will be considered additional work which are to be paid by the owner.

2. Installation: Owner understands the Contractor may or may not install the materials. Contractor has the right to subcontract any part of, or all of the work herein.

3. Change Orders: Should owner, or other authorized individual under this contract require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

4. Owners Responsibility / Insurance etc.: Owner is responsible for the following (1) to see that all necessary water, electrical power, access to premises, refuse removal services, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment and materials (3) to, prior to work, remove or relocate any item that prevents contractor from having free access to the work areas such as pictures, artwork, decorative items, furniture, appliances, draperies, clothing, plants, or any other personal effects and properties. In the event the Owner fails to relocate items, contractor may relocate these items as required but in no way is contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent properties that contractor must use to gain access to the work areas. Owner agrees to be responsible and to hold the contractor harmless and accept any risk resulting from the use of adjacent property by contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, course of construction, all physical loss with vandalism and malicious mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or material supplied by contractor in repairing or repainting the project shall be paid for by the owner as extra work.

5. Delay: Contractor shall not be held responsible for any damage occasioned by delays resulting from work done by owners subcontractors, extra work, acts of owner or owners agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by contractor or beyond contractors reasonable control.

6. Surplus Materials: Any surplus material left over after this contract has been completed are the property of contractor and will be removed by the same. No credit is due owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of the contractor.

7. Cleanup and Displaying Signs: Upon completion, and after removing all debris and surplus materials, contractor will leave premises in a neat, broom clean condition. Owner hereby grants to contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made.

8. Method of Application and Paint Colors: Owner authorizes contractor to use any method of paint application that contractor deems appropriate, weather it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of owner, contractor shall provide a sample of any paint for approval by owner. If the owner does not request a paint sample, contractor is authorized to apply manufacturer's standard paint as identified in this contract and is not responsible for any differences between the manufacturer's color chart and the paint as it is applied.

9. Hazardous Substances: Owner understands that contractor is not qualified as a hazardous material handler or inspector or as a hazardous material abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the owners responsibility to arrange and pay for abatement of these substances.

10. Right to Stop Work: If any payment is not made to contractor as per this contract, contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called suppliers). If these same suppliers make demand upon owner for payment, owner may not make such payment on behalf of contractor without contractor approval at which time the contractor may access a late payment penalty by not reimbursing the customer the amount paid to the suppliers. The owner is responsible to verify the true amounts owed to the contractor and to these same suppliers prior to making payment. Owner shall not be entitled, under any circumstances, to collect as reimbursement from contractor any amount greater than that exact amount actually and truly owned by contractor to the same suppliers for work done on owners project.

11. Payment: Payments shall be made per Sec. 7159 (f) on the California Business and Professions Code, upon satisfactory payment being made for any portion of the work performed, the contractor shall prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

12. Collection: Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 24% per annum. Deposit is forfeited upon cancellation of job by either party.

13. Legal Fees: In the event litigation arises out of this contract, prevailing party(ies) are entitled to a legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, court fee schedule but shall if it so chooses, award the true amount of all cost, expenses and attorney fees paid or incurred.

14. Notice: **Any notice required or permitted under this contract may be given by ordinary mail at the address of both parties contained on page one of this contract. This address may be changed from time to time by written notice given by one party to the other. After a notice is correctly posted and deposited in the mail, it shall be deemed received by the other party after one (1) day.**

15. Sever ability: **If any clause contained within this contract is rendered null and void, that clause shall not render the entire contract null and void.**

NOTICE TO OWNER – LIEN DISCLOSURE:

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, Laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "preliminary Notice". Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic's lien with the county recorder, which then becomes a recorder lien against your property. Generally, the maximum time allowed for filing a mechanic's lien against your property is 90 days after substantial completion of your project.

CUSTOMER PROTECTION:
To insure extra protection for yourself and your property, you may whish to take one or more of the following precautionary steps:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your future protection. They payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available for a fee in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those suppliers, contractors and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanic's lien claim against your property. In other types of construction, this protection may still be important but may not be as complete.

To protect yourself under this option you must be certain that all material suppliers, subcontractors, and laborers have signed the "waiver and Release" form. IF a mechanic's lien has been filed against your property, it can only be voluntarily released by a recorded "release of Mechanic's Lien" signed by the person or entity that filed the mechanic's lien against your property unless the law suit to enforce the lien was not timely filed. When making final payments, you should have the release form signed and make sure any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826-0026. State law requires anyone who contracts to do construction work to be licensed by the contractors' state license board in the license category in which the contractor is going to be working. If the total price of the job is $300 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. The board has offices throughout California. Please check the government pages of the white pages for the office nearest you or call 1-800-321-CSLB for more information.

City Council Synopsis
July 26, 2016

SF

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Gary Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office

Resolution: Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office

2. DISCUSSION OF ISSUE:

On January 12, 2016, Turlock City Council approved amendments to Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees.

The amendments to the ordinances require with every sale/transfer of property, the seller/transferor to provide notice of the property owner's maintenance obligations related to street trees and sidewalk areas (Attachment "A").

In order to provide all responsible parties with notice of his/her maintenance obligations related to street trees and sidewalk areas, the ordinances were to be filed with the County Clerk of the County of Stanislaus.

On June 16, 2016, the County Clerk's office informed the City that the County of Stanislaus only records resolutions. In order to meet the County Clerk's filing requirements, the attached resolutions are proposed for adoption. Adoption of and filing of the resolutions with the County Clerk's office will complete the notification process.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

6. Protect and manage Turlock's urban forest, including street trees.
8. Ensure the safety and accessibility of the public sidewalk system.

Action Item:

11. Conduct a comprehensive review of the sidewalk and street tree ordinances and policies.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to record these ordinances with the County of Stanislaus. Staff does not recommend this as an alternative as it was approved by the City Council to record these amendments with the County of Stanislaus.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESOLUTION THAT INCORPORATES THE AMENDMENTS TO TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 2 REGARDING MAINTENANCE OF CURBS, GUTTERS, SIDEWALKS, CURB CUTS, AND DRIVEWAY APPROACHES AS APPROVED BY THE CITY COUNCIL ON JANUARY 12, 2016 AND DIRECTING STAFF TO RECORD SAID RESOLUTION WITH THE COUNTY CLERK'S OFFICE	}	**RESOLUTION NO. 2016-**

WHEREAS, the Sidewalk and Street Tree Ad Hoc committee conducted a review of sidewalk and street tree ordinances to determine if any updates or changes were necessary; and

WHEREAS, the committee conducted two community meetings with stakeholders; and

WHEREAS, based upon the completed review and community engagement process, amendments to the ordinances require with every sale/transfer of property, the seller/transferor to provide notice of the property owner's maintenance obligations related to sidewalk areas as detailed in Attachment "A"; and

WHEREAS, in order to provide all responsible parties with notice of his/her maintenance obligations related to sidewalk areas, the resolutions will be recorded with the City Clerk of the County of Stanislaus; and

WHEREAS, on January 12, 2016, the City Council of the City of Turlock approved amendments to the Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of sidewalk areas, however this action was made by ordinance and is required to be in the form of a resolution per Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as approved by the City Council on January 12, 2016 and directs staff to record said resolution with the County Clerk's office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 2 REGARDING MAINTENANCE OF CURBS, GUTTERS, SIDEWALKS, CURB CUTS, AND DRIVEWAY APPROACHES	**ORDINANCE NO. 1219-CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 7, Chapter 2, Article 6, Section 01, is hereby amended to read as follows:

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

(a) Anything in this Code to the contrary notwithstanding, the maintenance and repair of sidewalk areas and the making, confirming, and collection of assessments for the cost and expenses of said maintenance and repair may be done and the proceedings therefor may be had and taken in accordance with Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State as the same is now in effect or may hereafter be amended. In the event of any conflict between the provisions of said Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State and this Code, the provisions of this Code shall control.

(b) The 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, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall 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.

(c) Maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover, and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of said sidewalk area.

(d) The City Manager or his designee may in his or her discretion, and for sufficient cause, extend the period in which required maintenance and repair of sidewalk areas must commence by a period of not to exceed ninety (90) days.

(e) The property owner required under this section to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in such a nondangerous condition as required, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

(f) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance and repair obligations set forth in this Article to the buyer/transferee. The Notice shall, at a minimum, include the following language:

> The 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, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall 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.

(g) To provide all property owners with notice of his/her obligation to maintain and repair his/her sidewalk area as set forth in this Article, the ordinance codified in this Chapter shall be recorded with the County Clerk of the County of Stanislaus.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

SECTION 4. OPERATIVE DATE: The amendments set forth in this Ordinance, specifically Section 7-2-601 subsections (f) and (g), shall become operative on July 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES: Councilmembers DeHart, Nascimento, Bublak, Jacob and Mayor Soiseth
NOES: None
NOT PARTICIPATING: None
ABSENT: None

Signed and approved this 12th day of January, 2016.

GARY SOISETH, Mayor

ATTEST:

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

The foregoing is a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

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

CITY OF TURLOCK INC. 1908

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESOLUTION THAT INCORPORATES THE AMENDMENTS TO TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 7 REGARDING MAINTENANCE OF STREET TREES AS APPROVED BY THE CITY COUNCIL ON JANUARY 12, 2016 AND DIRECTING STAFF TO RECORD SAID RESOLUTION WITH THE COUNTY CLERK'S OFFICE	}	**RESOLUTION NO. 2016-**

WHEREAS, the Sidewalk and Street Tree Ad Hoc committee conducted a review of sidewalk and street tree ordinances to determine if any updates or changes were necessary; and

WHEREAS, the committee conducted two community meetings with stakeholders; and

WHEREAS, based upon the completed review and community engagement process, amendments to the ordinances require with every sale/transfer of property, the seller/transferor to provide notice of the property owner's maintenance obligations related to street trees as detailed in Attachment "A"; and

WHEREAS, in order to provide all responsible parties with notice of his/her maintenance obligations related to street trees, the resolutions will be recorded with the City Clerk of the County of Stanislaus; and

WHEREAS, on January 12, 2016, the City Council of the City of Turlock approved amendments to the Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees, however this action was made by ordinance and is required to be in the form of a resolution per Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT "A"

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 7 REGARDING MAINTENANCE OF STREET TREES	**ORDINANCE NO. 1220-CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 7, Chapter 7, Article 2, Section 06, is hereby amended to read as follows:

7-7-206 Duty to maintain.

It shall be the duty of every property owner and every person occupying property within the City to maintain street trees in the parkway or planting easement on or adjacent to his property.

(a) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance obligations set forth in this Article to the buyer/transferee. The Notice shall, at a minimum, include the following language:

> Every property owner and every person occupying property within the City shall maintain street trees in the parkway or planting easement on or adjacent to his/her property.

(b) To provide all property owners and occupants with notice of his/her obligation to maintain street trees as set forth in this Article, the ordinance codified in this Chapter shall be recorded with the County Clerk of the County of Stanislaus.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

SECTION 4. OPERATIVE DATE: The amendments set forth in this Ordinance, specifically Section 7-7-206 subsections (a) and (b), shall become operative on July 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES: Councilmembers DeHart, Nascimento, Bublak, Jacob and Mayor Soiseth
NOES: None
NOT PARTICIPATING: None
ABSENT: None

Signed and approved this 12th day of January, 2016.

GARY SOISETH, Mayor

ATTEST:

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

The foregoing is a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

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

CITY OF TURLOCK INC. 1908

5G

City Council Synopsis
July 26, 2016

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the Turlock Downtown Property Owners Association 2015-2016 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650

2. DISCUSSION OF ISSUE:

As outlined in Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owners Association (TDPOA), the TDPOA is required to submit an annual report describing the organization's activities in the previous calendar year.

At the May 10, 2016 Council meeting, Gina Loretelli, Executive Director for the Turlock Downtown Property Owners Association presented an oral report to Council reflecting the information contained in the attached report (Exhibit A). In accordance with California Streets and Highways Code Section 36650, this annual report is to be filed with the City Clerk.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
3. Support the business community.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may choose not to accept this report.

B. City Council may ask for additional or clarifying information to be provided.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION 2015-2016 ANNUAL REPORT TO BE FILED WITH THE CITY CLERK IN ACCORDANCE WITH CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 36650	}	**RESOLUTION NO. 2016-**

WHEREAS, Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owners Association (TDPOA), outlines that the TDPOA is required to submit an annual report describing the organization's activities in the previous calendar year; and

WHEREAS, at the May 10, 2016 City Council meeting, Gina Loretelli, Executive Director for the Turlock Downtown Property Owners Association, presented an oral report to Council reflecting the information contained in the attached report (Exhibit A); and

WHEREAS, in accordance with California Streets and Highways Code Section 36650, this annual report is to be filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Turlock Downtown Property Owners Association 2015-2016 Annual Report to be filed with the City Clerk in accordance with California Streets and highways Code Section 36650.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT "A"

TDPOA 2015-2016 Annual Report

Prepared April 2016 by John Jaureguy, Board President

The following report will outline the activities of the Turlock Downtown Property Owners Association during the fiscal year 2015-2016. The Association manages the affairs of the Property and Business Improvement District which covers the downtown core of Turlock. The Association is governed by a board of directors numbering between seven and nine members. We employ a director to conduct day to day business, and we also contract outside vendors to conduct maintenance as well as special projects. We use an outside accounting firm to conduct financial transactions, prepare reports and control the finances of the association.

The current board of directors is as follows:

John Jaureguy	president
Brett Honore	vice president
Amy Wilson	treasurer/secretary
Teresa Benedict	
Jeff Chapman	
Eric Gonsalves	
Michael Camara	
Troy Thoreson	
Jennifer Arambel	

Executive Director:
Gina Loretelli

During the fiscal year 2015-2016 TDPOA proposed no changes in any boundaries or benefit zones or classifications of properties within the district. During the fiscal year, the Turlock Downtown Property Owners Association implemented programs and practices designed to expand the appeal of Downtown Turlock to citizens, businesses, and other organizations. We aimed to be more inclusive and form better alliances with the City of Turlock, CSUS, Turlock Farmer's Market, Chamber of Commerce, and local service clubs. We began new relationships with service clubs such as Kiwanis Club of Turlock, the Boy Scouts, Local CSUS fraternities and sororities, and local high school clubs and sports teams.

The board continued its effort to re-brand Downtown Turlock by contracting with the graphics department at CSUS. We have continued to use our new branding packet provided by the graphics group featuring Downtown Turlock rather than the TDPOA itself. The response has been overwhelmingly positive and we are pleased this re-branding has been so widely accepted. We are using our new logo on all social media, print media, event publications and banners in the downtown district. Our new logo can be seen below.

DOWNTOWN
TURLOCK

Policies and Contracts

The year began with the board of directors voting to increase the 2.5% increase in property taxes allowed by the PBID. We have moved our board elections to April to more closely coincide with the fiscal year rather than a calendar year with new board members seated in time to help plan and begin the fiscal year July 1.

The association has worked with its maintenance contractor, Bergman Landscaping, to maintain the physical appearance of downtown and acted to address some deferred maintenance items. We repaired several areas where tree roots had lifted sidewalk pavers and we continue to do so. The City of Turlock is instrumental in passing along information regarding hazards so we can address them quickly. We spent $24,495 on deferred maintenance items such as a major paver repair and tree pruning.

A new maintenance contractor will begin working for Downtown Turlock beginning May 1, the result of a bid process requested by the director and the board. The new contractor, Stewart Landscape was low bidder and included some of the paver repair and other maintenance items in his bid which had been excluded previously. This should save us between $4000 and $8000 annually.

In June of 2015 we hired a new Director, Gina Loretelli. She is currently a part time employee working 27 hours per week. We also have continued our internship program with CSUS and currently have two interns from the economics and political sciences departments. Through our relationships with CSUS we also have two grant writing interns who are currently researching and learning about how grants can help public agencies. We have also worked closely with Turlock Police Department to identify a grant to improve public safety downtown.

Partnerships with other Turlock Organizations

Our Director, Gina, has revisited past partnerships and the Downtown Board is pleased to have revived our relationship with the Garden Club of Turlock. We completely cleaned out all of our planter pots and replanted them in September. This was considered deferred maintenance and was considered a special project for the Downtown. We purchased a new irrigation system which is hidden below the surface of the soil and is drought efficient. While this system still needs some minor tweaks before it is perfect, we feel this system will be more efficient and less likely to attract the opportunity of theft or vandalism. Overall, we exceeded our annual budget for maintenance but felt it was justified as many of these issues had been carried over from previous years and we had a cash reserve from those years with which to pay for them.

The Downtown Banner Pole Program continues to evolve. We have partnered with the Boy Scouts to continue our efforts of having banners up all year. Our vision of having Downtown branded seasonal banners for each of the four seasons is coming to fruition. We have offered the banner poles to organizations such as Turlock Certified Farmers Market, the Salvation Army, the American Legion of Turlock, and CSUS who have all utilized downtown poles to promote their organizations and efforts. The Stanislaus County Fair banners will be on display from May to July of 2016.

We have partnered with Kiwanis Club of Turlock for the Fourth of July festivities. Kiwanis donates their time to help with the physical organization of parade entrants both before and during the parade. In addition to the parade, we will be bringing back a car show and an apple pie bake-off in 2016.

The Turlock Journal was also a partner this year in putting on the Festival of Lights, while TID provided funds for new energy efficient lighting. The Turlock Journal helped in organizing the different activities at the event allowing our Director to focus on obtaining sponsorships to present this free event to the community.

Downtown Turlock has worked hard the past year to maintain a close working relationship with the City of Turlock. We partnered with the Parks and Rec Department on a brand new event titled "Turlock Kids Iron Chef Competition". This event was featured in the newspaper on more than one occasion and was a true delight for the community. Soon after the event concluded, parents were asking when they could sign their children up for the next event. The city provided resources such as the venue and registration of the children participating in the event. Allison Van Guilder also got commitments from the Judges for the event.

The Downtown also continues a partnership with the City and the Chamber of Commerce to provide music for Downtown Turlock all along Main Street. The speakers are now up and running thanks to the volunteer efforts of Downtown Board member Danny Mann of Mann Electric. We currently purchase licensing and monthly subscription for playing music from Mood Media.

We are eager to partner with Stanislaus State in bringing more University presence to Downtown. We envision some sort of "University Days" or other series of promotions to more closely link the University with Downtown. Their establishment of an Art Space on Main Street is a great step in this direction and we currently have two CSUS interns helping the association with community and business outreach.

Financials

Financially, the TDPOA is very sound. Our budget process is thorough and transparent and meets the mandate given by the establishment of the Downtown PBID. Attached is our budget for 2015 - 2016 as well as for 2014 - 2015. During the fiscal year we have spent approximately $25,000.00 over budget on deferred maintenance expenses such as sidewalk paver repair and tree pruning. Some of this additional expense has been offset with payroll savings from the vacant Director's position. Under our agreement with the city, we have paid the annual city administration fee of $2500.00, as well as the parking lot maintenance fund payment of $5459.00. We continue to maintain an unrestricted reserve of approximately $250,000.00 and a restricted reserve of $60,000.00.

Events

The association has worked toward improving community and promotional events. We have encouraged outside organizations to conduct their events downtown and have offered to help facilitate the process. In 2015 we conducted five major community events: The Turlock Jr. Iron Chef Competition, Restaurant Week (Bacon Week), The Independence Day Parade and Street Fair, the Warrior Back to School Event, and the Festival of Lights held the Friday after Thanksgiving. We also facilitate the vendor booth organization for the City's annual Christmas Parade. 2015 was also the year for visualizing what the Downtown wanted to see in 2016, for events and promotions. We have some new and exciting things on our list, one of which being a series of Paint and Wine nights, and a few back to school fall evening markets. We are currently working with the new Downtown Farmers Market Operator Peter Cipponeri on some of these ideas.

In addition, we conduct several promotional events including a restaurant/ food event, and a series of retail promotions. We partner with other organizations such as the Carnegie Center with their Art Around Town series, and the Kiwanis Club for Halloween.

Sponsorships

This year we had significant sponsorship activity in our events. The Downtown has had to rely more and more on sponsorship dollars as event costs increase each year. We needed new lights for our trees during the Holiday Season and TID stepped up and provided $7000 to help with the cost of the new energy efficient LED lights. The CVB played an important role in providing funding for these events as well. We partnered with other community businesses such as Smith Chevrolet, Turlock Auto Plaza, US Foods, Sutter Health and many more.

9:20 AM
06/27/16
Accrual Basis

Turlock Downtown Property Owners' Association
#1 - BALANCE SHEET
As of March 31, 2016

	Mar 31, 16
ASSETS	
Current Assets	
Checking/Savings	
10010 · F&M - Checking	98,620.60
10050 · F&M - Money Market	153,694.54
10060 · PayPal Account	3,783.54
Total Checking/Savings	256,098.68
Accounts Receivable	
12000 · Accounts Receivable	308.67
Total Accounts Receivable	308.67
Other Current Assets	
1200 · Taxes receivable - Current year	14,542.33
14600 · Prepaid Expenses - Christmas	5,898.39
14700 · Prepaid Expenses - Iron Chef	350.00
Total Other Current Assets	20,790.72
Total Current Assets	277,198.07
Other Assets	
18700 · Security Deposits Asset	850.00
Total Other Assets	850.00
TOTAL ASSETS	**278,048.07**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	3,166.94
Total Accounts Payable	3,166.94
Credit Cards	
26000 · Visa 5316/7848	1,480.04
Total Credit Cards	1,480.04
Other Current Liabilities	
22100 · Deferred income - Iron Chef	350.00
24000 · Payroll Liabilities	55.82
Total Other Current Liabilities	405.82
Total Current Liabilities	5,052.80
Total Liabilities	5,052.80
Equity	
31300 · Permanent Restricted	60,000.00
32000 · Unrestricted Reserve	239,297.98
Net Income	-26,302.71
Total Equity	272,995.27
TOTAL LIABILITIES & EQUITY	**278,048.07**

9:18 AM
06/27/16
Accrual Basis

Turlock Downtown Property Owners' Association
#2 - PROFIT & LOSS
April 2015 through March 2016

		Apr '15 - Mar 16
Ordinary Income/Expense		
Income		
41100 · Assessment Levies		139,372.23
42000 · Fees From Events		53,786.40
48000 · Interest Income		464.48
Total Income		193,623.11
Gross Profit		193,623.11
Expense		
60000 · Maintenance		
60100 · Maintenance - Regular	47,356.84	
60101 · Maintenance - Special Projects	25,668.99	
Total 60000 · Maintenance		73,025.83
60500 · City Administration Fee		2,627.00
61126 · Payroll Expenses		
61127 · Wages	40,273.70	
61128 · Taxes - Payroll	4,167.51	
61129 · Workers comp	387.92	
Total 61126 · Payroll Expenses		44,829.13
61140 · Membership/Subscriptions		268.00
61150 · Insurance Business		4,077.00
61190 · Website Maintenance		560.31
61220 · Office Supplies		2,260.05
62000 · Promotion		54,303.08
62110 · Accounting Fees		3,820.00
62250 · Telephone and Communications		2,156.12
62260 · Travel and Meetings		52.17
62840 · Janitorial		720.00
62870 · Rent Facilities		10,875.00
63000 · Parking Lot Maint Fund		5,735.00
65180 · Bank Charges/Late Fees		131.46
Total Expense		205,440.15
Net Ordinary Income		-11,817.04
Net Income		**-11,817.04**

City of Turlock - PBID #3
Direct Assessment for 2015-16

APN	Amount	Admin Fee	Total For 2015-16	Received In Jan	In May	Total Received	Amount Remaining
043-045-016-000	8,589.10	0.20	8,589.30	8,589.30		8,589.30	0.00
043-045-017-000	1,213.58	0.20	1,213.78	1,213.78		1,213.78	0.00
043-045-018-000	1,355.74	0.20	1,355.94	677.97	677.97	1,355.94	0.00
043-045-020-000	5,612.70	0.20	5,612.90	5,612.90		5,612.90	0.00
061-016-003-000	2,456.20	0.20	2,456.40	2,456.40		2,456.40	0.00
061-016-004-000	1,530.04	0.20	1,530.24	765.12	765.12	1,530.24	0.00
061-016-005-000	1,425.46	0.20	1,425.66	712.83	712.83	1,425.66	0.00
061-016-009-000	4,880.62	0.20	4,880.82		4,880.82	4,880.82	0.00
061-016-018-000	1,898.02	0.20	1,898.22	1,898.22		1,898.22	0.00
061-016-019-000	1,684.98	0.20	1,685.18	842.59	842.59	1,685.18	0.00
061-016-020-000	2,329.52	0.20	2,329.72	1,164.86	1,164.86	2,329.72	0.00
061-016-021-000	3,331.22	0.20	3,331.42	1,665.71	1,665.71	3,331.42	0.00
061-016-022-000	2,774.98	0.20	2,775.18	1,387.59	1,387.59	2,775.18	0.00
061-016-023-000	1,440.94	0.20	1,441.14	720.57	720.57	1,441.14	0.00
061-016-026-000	3,203.78	0.20	3,203.98	3,203.98		3,203.98	0.00
061-016-027-000	1,390.60	0.20	1,390.80	695.40	695.40	1,390.80	0.00
061-016-028-000	3,362.20	0.20	3,362.40	3,362.40		3,362.40	0.00
061-016-041-000	2,227.26	0.20	2,227.46	1,113.73	1,113.73	2,227.46	0.00
061-016-042-000	5,405.08	0.20	5,405.28	5,405.28		5,405.28	0.00
061-016-046-000	5,702.58	0.20	5,702.78	2,851.39	2,851.39	5,702.78	0.00
061-016-047-000	3,559.76	0.20	3,559.96	1,779.98	1,779.98	3,559.96	0.00
061-018-003-000	4,509.14	0.20	4,509.34	2,254.67	2,254.67	4,509.34	0.00
061-018-021-000	3,267.68	0.20	3,267.88		3,267.88	3,267.88	0.00
061-018-027-000	1,446.76	0.20	1,446.96	1,446.96		1,446.96	0.00
061-018-029-000	859.92	0.20	860.12	860.12		860.12	0.00
061-018-032-000	997.44	0.20	997.64	498.82	498.82	997.64	0.00
061-018-039-000	4,512.64	0.20	4,512.84	4,512.84		4,512.84	0.00
061-018-040-000	1,728.36	0.20	1,728.56	864.28	864.28	1,728.56	0.00
061-018-045-000	1,491.68	0.20	1,491.88	745.94	745.94	1,491.88	0.00
061-018-047-000	543.84	0.20	544.04	544.04		544.04	0.00
061-018-048-000	1,534.68	0.20	1,534.88	1,534.88		1,534.88	0.00
061-018-052-000	2,266.00	0.20	2,266.20	1,133.10	1,133.10	2,266.20	0.00
061-025-007-000	3,008.16	0.20	3,008.36	3,008.36		3,008.36	0.00
061-025-008-000	929.64	0.20	929.84	464.92	464.92	929.84	0.00
061-025-009-000	1,354.18	0.20	1,354.38	677.19	677.19	1,354.38	0.00
061-025-010-000	1,246.88	0.20	1,247.08	623.54	623.54	1,247.08	0.00
061-025-011-000	2,020.04	0.20	2,020.24	1,010.12	1,010.12	2,020.24	0.00
061-025-012-000	3,204.16	0.20	3,204.36	1,602.18	1,602.18	3,204.36	0.00
061-025-014-000	1,028.04	0.20	1,028.24	1,028.24		1,028.24	0.00
061-025-015-000	2,672.72	0.20	2,672.92	1,336.46	1,336.46	2,672.92	0.00
061-025-016-000	3,486.16	0.20	3,486.36	1,743.18	1,743.18	3,486.36	0.00
061-025-017-000	2,266.00	0.20	2,266.20	2,266.20		2,266.20	0.00
061-025-019-000	371.86	0.20	372.06	186.03	186.03	372.06	0.00
061-025-048-000	3,053.88	0.20	3,054.08	3,054.08		3,054.08	0.00
061-025-051-000	4,202.76	0.20	4,202.96	2,101.48	2,101.48	4,202.96	0.00
061-025-054-000	3,369.96	0.20	3,370.16	1,685.08	1,685.08	3,370.16	0.00
061-025-056-000	6,178.24	0.20	6,178.44	3,089.22	3,089.22	6,178.44	0.00
061-025-062-000	5,640.20	0.20	5,640.40	2,820.20	2,820.20	5,640.40	0.00
061-028-019-000	1,124.86	0.20	1,125.06	562.53	562.53	1,125.06	0.00
061-028-063-000	5,680.88	0.20	5,681.08	2,840.54	2,840.54	5,681.08	0.00
	139,371.12	10.00	139,381.12	90,615.20	48,765.92	139,381.12	0.00

City of Turlock - PBID #3
Direct Assessment for 2015-16

APN	Amount	Admin Fee	Total For 2015-16	Received In Jan	In May	Total Received	Amount Remaining
2,979,107,346,000	*parcel has total*						
50	*parcel count*						

City Council Synopsis
July 26, 2016

5H

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., extending the term of the contract through December 31, 2016, for additional work for the Rehabilitation/Modification Services of Well 32

2. DISCUSSION OF ISSUE:

On May 24, 2016 City Council approved Amendment No. 1 to the Professional Services Agreement with Wood Rodgers, Inc. for a Hydrogeological and Water Quality Assessment Study. The amendment included well rehabilitation services for Well 32.

Well 32 was taken off-line for mechanical repairs. After the repairs were completed, the well was sampled prior to placing it back in service. The sample results indicated the well was exceeding the Maximum Contaminant Level (MCL) for nitrates. Staff flushed the well with the intent of reducing the level of nitrates in order to bring the well back into service; however, the level remained the same. In response, Wood Rodgers, Inc. investigated possible solutions to bring the well back online. After conducting depth-dependent sampling, Wood Rodgers, Inc. recommended a three (3) phased approach to help resolve the issue.

The work to be performed on this well consists of three (3) phases, however, the decision to move forward with Phase 2 or Phase 3 will be based upon the outcome of the water quality analysis conducted in Phase 1. Phase 1 consists of performing a well video survey to assess the well structure, cleaning of the well through swab/airlift development and AQUA-CLEAR™ PFD (liquid polymer dispersant) placement. Phase 2 consists of the strategic placement of well casing patches inside the well structure from a depth of 194 feet to 244 feet, followed by the installation of a test pump with an intake at a depth of 420 feet, as well as water quality sampling collection and analysis. Phase 3 consists of the installation of a 14-inch well liner to a depth of 318 feet, temporarily placing gravel in the existing

OK for Agenda

well structure from 318 feet to 525 feet, placing a bentonite seal in the annular space around the liner from 315 feet to 318 feet, followed by placement of a cement grout annular seal from 315 feet to ground surface, airlifting placed gravel out of the well structure and performing test pumping and water sampling and analysis.

Contract amendment No. 1 was approved by City Council, however, the length of the contract was not extended and the contract expires on July 31, 2016. Therefore to conduct this work, the contract would need to be extended through December 31, 2016.

3. BASIS FOR RECOMMENDATION:

A. Water supply in the Turlock area has been slightly decreasing over time and this project would bring an existing well back into service for an additional supply during a critical drought.

B. Continuing to invest in our groundwater system remains critical to the long-term goal of providing a reliable water supply.

C. Extension of the term for the contract is necessary in order to complete the work previously identified in contract Amendment No. 1.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: **Fiscal Responsibility**

General Principles:
#4. Create an "efficient" and effective organization.

General Principles:
#5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.

Policy Goal # 4 Municipal Infrastructure

General Principles:
1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:
1. Expand drinking water supply and improve drinking water quality.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve Amendment No. 2 with Wood Rodgers, Inc. This alternative is not recommended. Completing this work is important for bringing a valuable water supply back into service. Continuing to invest in the City's groundwater system remains critical to the long-term goal of providing a long-term sustainable water supply.

AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
WOOD RODGERS, INC.
for
Hydrogeological & Water Quality Assessment Study
CITY CONTRACT NO. 15-071

THIS AMENDMENT NO. 2, dated July 26, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **WOOD RODGERS, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 14, 2015 whereby CONTRACTOR will perform a hydrogeological and water quality assessment study (hereinafter the "Agreement").

WHEREAS, on May 24, 2016, the parties entered into Amendment No. 1 to the Agreement dated July 14, 2015, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 5 of the Agreement is amended to read as follows:

   TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of five (5) months beginning August 1, 2016 and ending December 31, 2016, subject to CITY's availability of funds.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

Signature page to follow.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

WOOD RODGERS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

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City Council Synopsis

July 26, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP 16-356 and Contract No. 16-082 to CalChem of Modesto, for the purchase of Aluminum Chlorohydrate for the Turlock Regional Water Quality Control Facility, in an annual amount not to exceed $300,000 and $600,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-356 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

Aluminum Chlorohydrate (ACH) is a coagulant that is used in the treatment of wastewater to facilitate the removal of small unsettleable particles. ACH is very effective in improving the turbidity (clarity) of the treated wastewater.

On June 7, 2016 the Purchasing Office issued an informal bid for aluminum chlorohydrate by Request for Proposal (RFP) 16-356. Seven (7) vendors were solicited and six (6) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The Purchasing Office evaluated the bids and the bid recap is shown below:

	NorthStar Modesto, CA	CalChem Modesto, CA	Thatcher Co Salt Lake City, UT	Kemira Water Lawrence, KS	Chemtrade Parsippany, NJ	Summit Chemical Flemington, NJ
Aluminum Chlorohydrate Price per Gallon	$2.67	$2.18	$3.28	$2.548	$2.35	$2.593
Based on 100,000 gallons annually	$267,000	$218,000	$328,000	$254,800	$235,000	$259,300
Total Bid	$287,358.75	$234,622.50	$353,010.00	$274,228.50	$252,918.78	$279,021.63

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Univar of Kent, WA did not submit a bid proposal and Zalreich Chemical of Naples, ID withdrew its bid proposal prior to the bid opening. Staff is seeking authorization to award the RFP 16-356 and Contract No. 16-082 to CalChem of Modesto.

CalChem of Modesto met all the specifications of RFP 16-356 and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5) contract shall be awarded by the City Council to the lowest responsible bidder.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to the ongoing operation and overall maintenance of City facilities and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $300,000 per year for twenty-four (24) months

410-51-530-44005-005 Chemicals Aluminum Chlorohydrate

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve agreement. This alternative is not recommended because without the use of Aluminum Chlorohydrate in the wastewater treatment process, the City could not comply with the terms of its wastewater discharge permit and NPDES regulations.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
CALCHEM ENTERPRISES
for
ALUMINUM CHLOROHYDRATE
CONTRACT NO. 16-082

THIS AGREEMENT is made this 26th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CALCHEM ENTERPRISES**, a California Corporation hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for Aluminum Chlorohydrate for Turlock Regional Water Quality Control Facility; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such products, 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 Services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SUPPLIER shall provide Products 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 the Services.

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

OK for Agenda

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 Section 1 and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Three Hundred Thousand and 00/100^{ths} Dollars ($300,000), and in no event shall the total sum of this agreement exceed Six Hundred Thousand and 00/100^{ths} ($600,000) for a period of twenty four (24) months. 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 August 1, 2016 and end July 31, 2018, subject to CITY's availability of funds.

6. 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.

7. INSURANCE: SUPPLIER shall not commence work or services 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 or services 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 or services hereunder by SUPPLIER, 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: When applicable, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) 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) 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: Upon request of CITY, 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 insured 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 Contractors 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

(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.

(g) 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.

(h) Waiver of Subrogation: 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 contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SUPPLIER shall include all subcontractors as insured 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.

8. 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.

9. INDEPENDENT CONTRACTOR 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 contractors 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 contractors 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 contractor 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 contractor, 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.

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

11. 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 contractor 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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.

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

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

28. 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 including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

30. 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.

31. 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.

32. 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.

33. 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.*

34. 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:
CALCHEM ENTERPRISES
ATT: SCOTT WILLIAMS
241 SPENKER AVENUE
MODESTO, CA 95354
PHONE: (209) 525-3932
FAX: (209) 525-8928
EMAIL: SCOTT@ALCHEMSPECIALTIES.COM

for CITY:
CITY OF TURLOCK
ATTN: WAYNE CLAY
156 S. BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4443
FAX: (209) 668-5695
EMAIL: wclay@turlock.ca.us

35. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Wayne Clay
Water Quality Control
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5599 EXT. 4443
E-mail: wclay@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CALCHEM ENTERPRISES

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 16-356
ALUMINUM CHLOROHYDRATE
SPECIFICATIONS/TECHNICAL INFORMATION

The purpose of Aluminum Chlorohydrate: To provide a coagulant for the operation of the Densadeg High Rate Flocculation Sedimentation Clarifier.

Aluminum Chlorohydrate delivered to the City of Turlock's Water Quality Control Treatment Facility shall not cause a failure to meet the regulatory standards for the NPDES permits, Title 22 permits, 503 regulations, and any other applicable standards or regulations. Any delivery of product containing constituents that jeopardize any of the City facilities' ability to meet performance standards or regulatory requirements will result in the City exercising its right to purchase Aluminum Chlorohydrate from alternate sources until the noncompliance issue is resolved.

Average Daily Amount of Incoming Raw Sewage to be processed: 12.0 Average Daily Q.

Material Code: Aluminum Sulfate, 50 %, Specific Gravity 1.338

Estimated Annual Usage: 100,000 gallons

PRODUCT DELIVERY REQUIREMENTS

a.) The City requires delivery within five (5) calendar days from date order is placed City. In no case will bids be considered that take exception to the delivery requirements.

i. For each delivery, delivery shall be in truckloads of 48,000 pounds or less to the location specified in the bid.

ii. Certified scales shall determine delivery weight of material. The Vendor shall furnish certificates of weight and delivery slips for all loads of Aluminum Chlorohydrate delivered. Each delivery slip shall indicate specific gravity and concentration of the product shipped.

iii. Delivery shall be between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday, not including City holidays. Exceptions to this schedule should be rare; however, the City may allow changes at its discretion.

iv. FOB Destination to Turlock

v. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

vi. All cost in Incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery.

vii. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

CHEMICAL SUPPLIER RESPONSIBILITIES
Each chemical supplier shall bear all risk of loss and all responsibility for any release that may occur prior to and during the supply and delivery of chemicals to the City's sites until the chemicals are received and accepted by the City.

ARTICLE I. ORDER CONTACT
Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address of the City's contact for placing of orders.

ARTICLE II. SAFETY
Delivery of Aluminum Chlorohydrate will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Aluminum Chlorohydrate. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Aluminum Chlorohydrate. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

The successful bidder must be prepared to provide safety training on the safe handling and use of the Aluminum Chlorohydrate and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. It is preferred that this training be offered at no charge to the City.

QUALITY ASSURANCE
All bids submitted must include material specifications (components with analysis) with typical properties. A quality assurance analysis may be run to check the quality of the chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of Chemical.

ARTICLE III. MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

ARTICLE IV. PRICING

Pricing submitted on the Bid Sheet for Aluminum Chlorohydrate is firm for the term of the contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid. All costs incidental to the provision of Aluminum Chlorohydrate must appear on the Bid Sheet, including delivery costs.

Any costs invoiced that were not included on the Bid Sheet will not be paid; therefore, bidders must insure that all costs are included even though the Bid Sheet may not specifically list them, such as pallet charges, cleaning or repair charges, etc. If, during the contract term, the successful bidder's contract with any political subdivision within the County of Stanislaus at prices lower than those quoted herein, such lower prices are to be extended to the City.

Article V. ORDER CONTACT

Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address of the City's contact for placing of orders.

DELIVERY

Deliveries are to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Waste Water Treatment Plant. Deliveries are to be made within five working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:30AM and 3:30PM Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Article VI. Container Requirements

Aluminum Chlorohydrate must be bulk deliveries, 4700 gallons each to 12,000 gallon fixed tank.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-356

BID DUE DATE: MAY 19, 2016

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

ALUMINUM CHLOROHYDRATE

1) **Return original bid to:** **City of Turlock**
Administrative ervices Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: CalChem Enterprises

Address: 241 Spenker Avenue Modesto, CA 95354

Telephone Number 209-525-3952 **Fax Number** 209-525-8928

E-Mail Address Scott@AlChemspecialties.com

Authorized Representative (print) Scott P. Williams – President

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Aluminum Chlorohydrate, at the prices indicated herein.

Bid Sheet

Aluminum Chlorohydrate	**Price Per Gallon**	$ 2.18
Based on 100,000 Gallons Annually	**Extended Price X above rate**	$ 218,000.00
	Sales Tax @ 7.625%	$ 16,622.50
	Total Bid	$ 234,622.50

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A ___1___% discount is offered for payment within ___10___ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes (No)
If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No

Order Contact
Provide the following information about the City's contact for service or order:

Name:	Carol Schuett
Phone Number:	209-525-3932
Fax Number:	209-525-8928
Cell Number:	
Email Address:	Carol@CalChem.biz

Delivery (if applicable)
Method of Delivery: Common Carrier (Private Company Carrier) dedicated tanker
(Please circle one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes ___✓___ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____

Terms

1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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 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.

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped.

Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Cal Chem Enterprises
Company Name

Signature of Authorized Representative

20-4961317
Federal Tax ID Number

Failure to clearly mark the original and provide original signature and one copy may result in a proposal being found non-responsive and given no consideration.

5J

City Council Synopsis
July 26, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael Cooke, Municipal Services Director

Prepared by: Beth Morgan, Customer Service Supervisor
Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP 16-357 and Contract No. 16-079 to Financial Credit Network, Inc. of Visalia, for collection agency services in an annual amount not to exceed $10,000 and $20,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-357 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

On May 17, 2016, the Purchasing Office issued a Request for Proposal, 16-357, for collection agency services. The City utilizes a collection agency service to collect unpaid and/or delinquent accounts receivables. Accounts receivables include utility billing and other miscellaneous billings such as administrative citations, driving under the influence (DUI) response costs, returned checks, water and sewer connection fees, fire permit fees and other billable fees.

The City's contracted collection agency is paid a commission on the money collected. The commission percentages range from 18% on regular collections to 40% for collection requiring legal action.

Eight (8) vendors were solicited and only two (2) vendor's submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

OK for Agenda
pcm 8.24

Purchasing evaluated the bids and the award bid recap is shown below:

		I.C. System, Inc 1	Financial Credit Network 2
COLLECTION SERVICES			
Accounts that pay after Letter Services:		**Commission Fee**	**Commission Fee**
Assigned Amounts	**$0.00 to $199.99**	**18%**	**N/A**
	$200.00 to $499.99	**18%**	**N/A**
	$500.00 +	**18%**	**N/A**
	All Legal & Forward Accounts	**40%**	**35%**
	Number Days	**Commission Fee**	**Commission Fee**
	1 – 7 days	**18%**	**0%**
	8 – 14 days	**18%**	**0%**
	15 – 21 days	**18%**	**25%**
	Collections	**18%**	**25%**
Extra Charges - Accounts referred to FTB		**N/A**	**8%**

Staff is seeking authorization to award for RFQ 16-357 and Contract No. 16-079 to Financial Credit Network, Inc. of Visalia.

Financial Credit Network, Inc. of Visalia, met all the specifications of RFQ 16-357 and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5), contract shall be awarded by the City Council to the lowest responsible bidder.

3. BASIS FOR RECOMMENDATION:

A. The agreement with Financial Credit Network, Inc. of Visalia will provide the City with sixty two (62) years of experience performing third party collection services for governmental entities. Financial Credit Network, Inc. has successfully implemented collection programs for city, county and state government agencies in California.

B. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5)(i), in determining the lowest responsible bidder, in addition to price, consideration will be given to quality and performance of the service provided by the contractor. Criteria for determining low bids shall include, but not be limited to the ability, capacity, and skill of the bidder to perform the contract.

C. Financial Credit Network, Inc. of Visalia has provided excellent collection agency services for the City for the past four (4) years and has clearly demonstrated the ability, capacity, and skill to perform the contract.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: **Fiscal Responsibility**

General Principles:
#5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.
   b. Ensure accountability and measure progress.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Total contract award is $20,000, not to exceed $10,000 annually.

Split evenly between accounts:
110-10-112.43040 Collection Service
410-51-530.43040 Collection Service
420-52-550.43040 Collection Service

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 as the City does not have the staff to collect outstanding debts for unpaid and delinquent accounts receivables for the City.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
FINANCIAL CREDIT NETWORK, INC.
for
COLLECTION AGENCY SERVICES
CONTRACT NO. 16-079

THIS AGREEMENT is made this 26th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **FINANCIAL CREDIT NETWORK, INC.**, a California Corporation, hereinafter referred to as "SERVICE PROVIDER."

W I T N E S S E T H:

WHEREAS, CITY has a need for collection agency services; and

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

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

1. SCOPE OF WORK: SERVICE PROVIDER 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 Section 1. SERVICE PROVIDER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SERVICE PROVIDER shall provide all personnel needed to accomplish the Services hereunder. SERVICE PROVIDER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SERVICE PROVIDER 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 SERVICE PROVIDER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Ten Thousand and No/100^{ths} Dollars ($10,000), and in no event shall the total of this agreement exceed Twenty Thousand and No/100ths Dollars ($20,000.00) for a period of Twenty Four months. SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

(a) Invoices: SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 August 1, 2016 and end July 31, 2018, subject to CITY's availability of funds.

6. 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 SERVICE PROVIDER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SERVICE PROVIDER 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 SERVICE PROVIDER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: SERVICE PROVIDER shall not commence work or services under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SERVICE PROVIDER 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 or services hereunder by SERVICE PROVIDER, 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: When applicable, 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.

(4) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Supplier is engaged with City for such length of time as necessary to cover any and all claims.

(b) Minimum Limits of Insurance: SERVICE PROVIDER 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.

(4) Cyber Liability Coverage with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $4,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, 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) SERVICE PROVIDER 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 insured with respect to liability arising out of work or operations performed by or on behalf of SERVICE PROVIDER, 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 SERVICE PROVIDER'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 Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER 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: SERVICE PROVIDER 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 SERVICE PROVIDER'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, SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, independent contractors and subcontractors. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: SERVICE PROVIDER shall include all subcontractors as insured 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.

8. INDEMNIFICATION: SERVICE PROVIDER 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 SERVICE PROVIDER, 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.

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

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

SERVICE PROVIDER shall determine the method, details and means of performing the work and services to be provided by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER in fulfillment of this Agreement. SERVICE PROVIDER has control over the manner and means of performing the services under this Agreement. SERVICE PROVIDER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SERVICE PROVIDER has the responsibility for employing other persons or firms to assist SERVICE PROVIDER in fulfilling the terms and obligations under this Agreement.

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

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

As an independent contractor, SERVICE PROVIDER 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.

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

11. 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 SERVICE PROVIDER, (2) legal dissolution of SERVICE PROVIDER, or (3) death of key principal(s) of SERVICE PROVIDER.

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SERVICE PROVIDER all or any part of the payments set forth in this Agreement on the date due, at its option SERVICE PROVIDER may terminate this Agreement if the failure is not remedied within thirty (30) days after SERVICE PROVIDER 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 SERVICE PROVIDER'S Tax Status. If CITY determines that SERVICE PROVIDER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SERVICE PROVIDER. 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SERVICE PROVIDER'S work on the project. Further, if CITY so requests, and at CITY's cost, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, SERVICE PROVIDER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SERVICE PROVIDER for that portion of SERVICE PROVIDER'S services which were performed by SERVICE PROVIDER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY

as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SERVICE PROVIDER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SERVICE PROVIDER 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. SERVICE PROVIDER specifically acknowledges that in entering into and executing this Agreement, SERVICE PROVIDER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SERVICE PROVIDER: Throughout the term of this Agreement, SERVICE PROVIDER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

17. 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 SERVICE PROVIDER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SERVICE PROVIDER 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.

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For SERVICE PROVIDERS performing field work on public works contracts on which prevailing wages are required, SERVICE PROVIDER shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractor and subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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 SERVICE PROVIDER'S charges to CITY under this Agreement.

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

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

27. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for

reference purposes only and shall not be considered in construing this Agreement.

28. COMPLIANCE WITH LAWS: SERVICE PROVIDER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SERVICE PROVIDER will have a City of Turlock business license.

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

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

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SERVICE PROVIDER 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.*

34. 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 SERVICE PROVIDER:
FINANCIAL CREDIT NETWORK, INC.
ATTN: KRIS DAVISSON
1300 WEST MAIN STREET
VISALIA, CA 93291
PHONE: (800) 540-9011
FAX: (888) 326-4329
EMAIL: KRISD@FCNETWORK.COM

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL COOKE, DIRECTOR
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4418
FAX: (209) 668-5695
EMAIL: MCOOKE@TURLOCK.CA.US

35. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Beth Morgan, Customer Service Supervisor
Municipal Services Department
156 S. Broadway, Suite 114
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 1311
E-mail: bmorgan@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

FINANCIAL CREDIT NETWORK, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
COLLECTION AGENCY SERVICES
GENERAL SPECIFICATIONS

General

A. Overview

The City of Turlock is seeking the services of a qualified and experienced full-service collection agency to provide collection services for unpaid and delinquent account receivables for the City which include, utility billing and other billings such as: administrative citations, DUI, return checks, water and sewer connections, fire permits and other billable fees. It is anticipated that the term of the services to be awarded will be for two year with an option to renew for three consecutive years.

B. Description of the Government

The City of Turlock is a General Law City in the State of California, and is located in Stanislaus County. The City has been incorporated since 1908, and operates under a council-manager form of government. The City is a community consisting of approximately 29 square miles with an estimated population of 71,043.

Turlock is a General Law City that operates under the Council / Manager form of government. There are five city departments including Police, Fire, Development, Municipal and Administrative Services. Turlock offers a full range of Administrative services to the community.

Specifications/Scope of Service

The City of Turlock intends to obtain the services of a full-service collection agency to provide Collection Service for unpaid and delinquent accounts receivable to include, but may not be limited to:

1. Utilities
2. Administrative Citations
3. DUI
4. Returned Checks
5. Water & Sewer Connections
6. Fire Permits
7. Other billable fees

A. Specific Requirements

1. Agency shall make a minimum of two written or telephone contacts for each account (Unless the account clears sooner) within sixty (60) days of receipt of account. Agency shall provide in the proposal detailed steps that will be taken once

account is received from the City and number of contacts and procedures that will be taken.

2. Agency shall make contacts with delinquent accounts under the name of the collection agency.

3. Agency shall submit status reports on a monthly basis and an annual report (on a fiscal year) through June 30th, reflecting the activity for the previous fiscal year. These reports shall include data for each account detailing the value of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing "period to date" and "year to date" totals for pertinent information such as receipts, net accounts receivable, total accounts receivable, and collection percentage. Information outlined in section 'C' of the General content of this RFP for reports shall also be included. In addition, an aging report should be available in summary and in detail. Agency shall provide copies of all available reports.

4. Agency shall conduct skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.

5. Agency shall indicate policy on when delinquent accounts will be reported to the three major national credit bureaus.

6. Agency shall accept automated or manual transfer of delinquent payment information from the City of Turlock or other vendor's database. It is expected the agency will work, at no additional cost, with the City of Turlock and its software to ensure accurate and timely transmission of data.

7. Agency shall guarantee the confidentiality, security, and safety of all files, documents, computer files, etc.

8. Agency shall provide detailed information regarding its collection process and methods.

9. Agency shall instruct consumers to submit payment to the collection agency. Any payments received at the City will be forwarded to the collection agency. The collection agency will be notified within ten (10) days of any payment processed by the City.

10. Agency shall perform all work in accordance with the applicable provisions of the Federal Fair Debt Collection Practices Act, as well as, all state and local laws.

11. Agency shall meet periodically with the City of Turlock staff to discuss all services. The agency will also provide recommendations on how the City can reduce future bad debt. The City will provide overall guidance on the conduct of the collection service, as it will reflect on the City's policies and reputation. The agency will agree to employ courteous business procedures to the end of maintaining the City's goodwill.

The collection agency shall also provide updates to the City on changes in state and federal laws related to credit and collections such as monthly copies of Cred-Alert.

12. The City of Turlock reserves the right to perform periodic audits to ensure all amounts collected are accurately reported and remitted.

13. The agency will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records shall be made available to the City of Turlock for review upon request.

14. No work shall be subcontracted without the prior written consent of the City of Turlock.

15. Any settlement of principal or charges shall be agreed upon between the agency and the City, prior to acceptance. The City shall support this in writing.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-357

BID DUE DATE: May 17, 2016 AT 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"COLLECTION AGENCY SERVICES"

1) Return original bid to:

City of Turlock
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) Price shall be F.O.B. Destination or for the service rendered.

3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.

4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Financial Credit Network, Inc.

Address: 1300 W. Main St., Visalia, CA 93291

Telephone Number (800) 540-9011 **Fax Number** (888) 326-4329

E-Mail Address krisd@fcnetwork.com

Authorized Representative (print) Kris Davisson, Vice President

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for collection agency services, at the prices indicated herein.

Bid Sheet

COLLECTION SERVICES		
Accounts that pay after Letter Services:		**Commission Fee**
Assigned Amounts	**$0.00 to $199.99**	**N/A%**
	$200.00 to $499.99	**N/A%**
	$500.00 +	**N/A%**
	All Legal & Forward Accounts	**35%**
Number Days	**Commission Fee**	
1 – 7 days		**0%**
8 – 14 days		**0%**
15 – 21 days		**25%**
Collections		**25%**

List any extra charges not described above: Accounts referred to FTB – 8%

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A N/A % discount is offered for payment within_____days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City Business License: Contractor will have a City of Turlock business license.

Does your firm hold a City of Turlock Business Tax Certificate? Yes ☒ No ☐

If yes, list business license number: 500191

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
Yes ☒ No ☐

Contact information
Provide the following information about the City's contact for services

Name:	Kris Davisson
Phone Number:	(800) 540-9011
Fax Number:	(888) 326-4329
Cell Number:	(559) 905-1100
Email Address:	krisd@fcnetwork.com

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes ☒ No ☐

A "NO" answer requires a detailed explanation giving reference to all deviations.

BID NO. 16-357

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

1) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. CONTRACTOR shall also comply with 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, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Contractor's License No. N/A Expiration Date: _____
Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Financial Credit Network, Inc.
Company Name

Signature of Authorized Representative

48-1292262
Federal Tax ID Number

Failure to clearly mark the original proposal with an original signature and to provide a copy of the complete bid proposal may result in a proposal being found non-responsive and given no consideration.

BID NO. 16-357

27

5K

City Council Synopsis
July 26, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Policy Manual Subscription Agreement with Lexipol, LLC to provide for the implementation and maintenance of a Fire Policy Manual, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, for an initial period of 12 months, with a total cost not to exceed $13,078

Resolution: Appropriating $13,078 to 110-30-300.43246 "Policy Manual," $13,078 to 110-30-300.38001_260 "Transfer In Policy Manual" and $13,078 to 116-30-305.48001_260 "Transfer Out Policy Manual" for a transfer from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase and maintenance of an online Policy Manual Subscription Agreement with Lexipol, LLC

2. DISCUSSION OF ISSUE:

Staff is requesting authorization to implement a Fire Policy Subscription service with Lexipol, LLC. This service will provide the Fire Department a policy manual which will reduce risk, avoid litigation and focus resources on proactive operations (Attachment A).

Lexipol's policies have been vetted by a team of attorneys which specialize in public safety law, and are currently being used by more than 2500 public safety agencies nationwide including Turlock Police Department.

Lexipol offers a management service that will manage and maintain the ongoing system updates and collaborate with the fire department management to ensure we stay current on all policy updates, especially those that are legally mandated. This will support and ensure a consistent and updated policy manual. In addition, the subscription agreement offers daily training bulletins designed to ensure employee policy comprehension.

OK for Agenda
Pam A.Z.

3. BASIS FOR RECOMMENDATION:

Pursuant to Section 2-7-08(b)(2) of the Turlock Municipal Code, the City Council may determine a proposed purchase is not subject to adopted bidding procedures when the commodity can only be obtained from one vendor.

Lexipol offers a unique and vetted service, already used by the Turlock Police Department which meets the specific needs of the Fire Department.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:
2. Provide clear organization purpose and vision.
4. Proactively respond to emerging issues.

Action Item:
3. Develop and communicate clear organizational purpose and vision.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $13,078

Appropriating $13,078 to account number 110-30-300.43246 "Policy Manual," $13,078 to account number 110-30-300.38001_260 "Transfer In Policy Manual" and $13,078 to account number 116-30-305.48001_260 "Transfer Out Policy Manual" for a transfer from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase and maintenance of an online Policy Manual Subscription Agreement with Lexipol, LLC.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. Staff does not recommend this alternative, as this project aligns with the City of Turlock's risk management philosophy.

Attachment: A

Lexipol

PREDICTABLE IS PREVENTABLE®

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: **Turlock Fire Department**

Agency's Address: **900 N Palm**

Turlock, CA 95380

Attention: **Robert Talloni**

Lexipol's Address: 6B Liberty, Suite 200

Aliso Viejo, CA 92656

Attention: **Rosie Curran**

Effective Date: _____

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("***Lexipol***"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) ***Exhibit A*** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) ***Exhibit B*** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY	**LEXIPOL, LLC**
Signature: _____	Signature: _____
Print Name: _____	Print Name: Van Holland
Title: _____	Title: Chief Financial Officer
Date Signed: _____	Date Signed: _____

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OK for Agenda

Rev 4/1/16

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 Initial Term/Contract Year. ***"Initial Term"*** means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work. "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 Effective Date. "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

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A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

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the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

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been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

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13.6 **Attorneys' Fees**. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 **General Interpretation**. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 **Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

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Lexipol

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

PRODUCT	TERM	PRICE
Fire Policy Manual & Daily Training Bulletins	Annual	$ 6,450.00
CSJVRMA 5% Discount	Discount	($ 322.00)
Supplemental Publication Service - Fire	Annual	$ 1,229.00
Supplemental Publication Service Discount Receiving OSA by August 8, 2016	Year one only	($ 1,229.00)
Gold Package Implementation* 50 hours of prepaid Implementation Hours	One-time Fee	$ 6,950.00
Total		**$ 13,078.00**

Pricing is based on

☐ Law Enforcement - No. of Authorized Sworn Officers _____
(insert #)

☐ Custody - No. of Beds _____
(insert #)

☐ Fire - No. of Authorized Staff _____
(insert #)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $13,078 TO 110-30-300.43246 "POLICY MANUAL," $13,078 TO 110-30-300.38001_260 "TRANSFER IN POLICY MANUAL" AND $13,078 TO 116-30-305.48001_260 "TRANSFER OUT POLICY MANUAL" FOR A TRANSFER FROM FUND 116 "SPECIAL PUBLIC SAFETY-FIRE" RESERVE BALANCE FOR THE PURCHASE AND MAINTENANCE OF AN ONLINE POLICY MANUAL SUBSCRIPTION AGREEMENT WITH LEXIPOL, LLC	**RESOLUTION NO. 2016-**

WHEREAS, the Fire Department has a need for a Fire Policy Manual which reflects current state and federal laws; and

WHEREAS, Lexipol, LLC provides a policy manual which has been vetted and approved by more than 2,500 public agencies including Turlock Police Department; and

WHEREAS, state and federal laws regarding public safety are constantly being challenged and updated; and

WHEREAS, the Fire Department has funds available for the subscription purchase in fund 116 "Special Public Safety-Fire" reserve.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate funds of $13,078 to 110-30-300.43246 "Policy Manual", $13,078 to 110-30-300.38001_260 "Transfer In Policy Manual" and $13,078 to 116-30-305.48001_260 "Transfer Out Policy Manual" for a transfer from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase and maintenance of an online Policy Manual Subscription Agreement with Lexipol, LLC.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

City Council Synopsis
July 26, 2016

SL

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Operational Agreement between the City of Turlock and the Haven Women's Center of Stanislaus to coordinate and provide services to sexual assault and domestic violence victims in the City of Turlock

2. DISCUSSION OF ISSUE:

The Haven Women's Center of Stanislaus and the Turlock Police Department have a long history of working together to provide assistance and services to crime victims of sexual assault and domestic violence which occur within the City of Turlock.

This is an opportunity to renew an agreement which the two agencies have previously had in place. The agreement will memorialize the coordinated efforts of both agencies through June 30, 2019.

The agreement specifies three primary objectives as follows:

1) The Turlock Police Department and the Haven Women's Center of Stanislaus will coordinate and develop training programs for the staff of both agencies.

2) The Haven Women's Center will be available to respond, at the request of the Turlock Police Department, to assist and provide services to sexual assault and domestic violence crime victims within the City of Turlock.

3) Staff from the Turlock Police Department will meet with staff from the Haven Women's Center to discuss strategies, time tables, and implementation of mandated services.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code requires City Council approve all agreements.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Public Safety

General Principles:

4. Partnerships with the community are integral to the success of the public safety mission.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the agreement, however, staff does not recommend this as an alternative because sexual assault and domestic violence crime victims will benefit from this agreement.

HAVEN
WOMEN'S CENTER
of Stanislaus

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that HAVEN WOMEN'S CENTER OF STANISLAUS and City of Turlock, acting by and through City of Turlock Police Department, intend to work together toward the mutual goal of providing maximum available assistance for crime victims (sexual assault and/or domestic violence) in Stanislaus County. Both agencies believe that implementation of the Haven Women's Center services, as described herein will further this goal. To this end, each agency agrees to participate in the program as funding allows by coordinating/providing the following services:

HAVEN WOMEN'S CENTER OF STANISLAUS will coordinate the following services with Turlock Police Department:

- HAVEN staff and Turlock Police Department will coordinate and develop programs and training between the two agencies.
  - Specifically: HAVEN staff and volunteers will be available for training and educational sessions provided by and to Turlock Police Department as requested.
- HAVEN Staff and/or volunteers will be available to domestic violence victims and/or sexual assault victims and their families identified by Turlock Police Department for crisis intervention, counseling, safety planning, and legal advocacy.
  - Specifically: HAVEN staff and/or volunteers will be available 24 hours a day to provide information and referrals to victims of domestic violence and/or sexual assault victims and their families
- Regularly scheduled meetings (or other method of communication agreeable to both) will be held quarterly between representatives of HAVEN and Turlock Police Department to discuss strategies, time tables, and implementation of mandated services.

Unless otherwise indicated, this agreement is in effect from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the HAVEN WOMEN'S CENTER OF STANISLAUS and City of Turlock, do hereby approve this document.

CITY OF TURLOCK, a municipal corporation
By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM
By: _____
Phaedra A. Norton, City Attorney

ATTEST
By: _____
Kellie E. Weaver, City Clerk

Haven Women's Center of Stanislaus
By: May Rico
May Rico
Title: Executive Director

Print name: May Rico

Date: 6/3/16

OK for Agenda
PW

HONORARY BOARD
Fannie Allen, Co-Founder
Pat Paul, Co-Founder
Kerri Friedman
Marie Gallo
Betty Belle Smith
Gail Keller

OFFICERS
President
Colleen Sparkman
Vice President
Jenilyn Dittman
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Steve Vegha
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Fred Trompetter

STAFF
Executive Director
May Rico

618 13th Street
Modesto, CA 95354

209.524.4331 office
209.524.2045 fax
209.577.5920 crisis
haven-wcs.org

United Way

City Council Synopsis
July 26, 2016

5M

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers (MFP) for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from US Bank Equipment Finance as the lessor, for a period of sixty (60) months, in the total amount of $85,020 with a monthly cost of $1,417, without compliance to the formal bid procedure in accordance with Turlock Municipal Code § 2-7-08(b)(5)

Motion: Approving nine (9) Maintenance Agreements with Mo-Cal Office Solutions, as an authorized Kyocera company, based on a per copy cost of $0.0085 for black & white and $0.05 for color

2. DISCUSSION OF ISSUE:

The City has an opportunity to piggyback on the Association of Education of Purchasing Agencies (AEPA) contract for leasing nine (9) multifunctional copiers (MFP): four (4) units for the Police Department, one (1) unit for the City Attorney's office, two (2) units for Administrative Services Department, one (1) unit for Development Services Department, and one (1) unit for Municipal Services Department, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(5). AEPA are competitively bid contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

In 2001, the City began leasing its copier machines as a cost-saving measure. Leasing reduces cost in three ways. First, leasing captures the residual value of the equipment for the City's benefit, when it comes time to replace the equipment. Second, equipment disposal efforts and costs are the responsibility of the lessor and do not fall on the City. Third, annual maintenance fees are locked in at the date of acquisition avoiding annual maintenance service cost increases.

OK for Agenda

The purpose of this staff report is for consideration to enter into a sixty (60) month lease agreement with $1 buyout at the end of the lease with US Bank Equipment Finance for new copiers. These copiers are comparable copiers to the current units in terms of production and will improve productivity in departments due to enhanced functionality and reliability.

Existing copiers are experiencing more frequent maintenance and replacement parts are becoming obsolete due to age, high volume of copies and original parts are wearing out. Existing copiers are over 10+ years old and the cost to install replacement parts and labor will exceed the value of the copier.

City staff took considerable time researching and reviewing comparable replacement machines and service. The process for researching replacement machines included gathering information from other companies on copy machines to consider technology, usability, service and cost. Therefore, comparisons were meant to replicate or exceed the features and services of the current machines. A consideration of ownership versus lease option was also evaluated.

Staff recommends leasing the copiers since leasing provides the City with better value and service versus purchasing the copiers due to maintenance requirements, supplies such as toner, fuses, drum cartridge, waste container, and other replacement parts, in addition to copiers losing their value quickly due to ever improving technology. The maintenance agreement also provides an automatic replacement program of all supplies excluding staples and paper, which has proven to be reliable.

3. BASIS FOR RECOMMENDATION:

A. Leasing copiers through AEPA Contract No. AEPA009.D provides the City with the most efficient and cost-effective method for procuring state-of-the art copying machines.

B. The maintenance agreement will protect the City from costly repairs and supplies, such as toner, fuses, drum cartridge, waste container and other replacement parts, based on a cost per copy of $0.005 for black & white and $0.05 for color.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.

b. Ensure accountability and measure progress.

Action Items:
2. Identify all existing contracts and identify management responsibility/oversight

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at the following line numbers:

Budget Line No.	Department	Monthly	Annual	60 Months
110-10-102.43065	Administration City Manager	199	2,388	11,940
110-10-106.43065	Administration Finance	183	2,196	10,980
110-10-108.43065	City Attorney	125	1,500	7,500
110-20-200.43065	Police Department (3 units)	431	5,172	25,860
110-20-215.43065	Police Animal Services	125	1,500	7,500
410-51-530.43065	Municipal Services Admin.	171	2,052	10,260
502-40-410.43065	DSD Engineering	183	2,196	10,980
	Total	1,417	17,004	85,020
1 time document fee @ $79.50 each unit x 9 = $715.50 will be split equally				

Fiscal impact to above line numbers: $17,004 annually and $85,020 for 60 months

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may deny staff recommendation to award the lease and maintenance for new copiers. This alternative is not recommended, the current equipment is experiencing frequent maintenance calls and needing replacement parts, due to age, high volume of copies and obsolete parts for repairs.

usbank.
EQUIPMENT FINANCE

APPLICATION NO.	AGREEMENT NO.
2106559	

Lease Agreement

Supplier:

mo-cal OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1131 Woodland Avenue B
Modesto, CA 95351
Phone: 209.529.8121
Fax: 209.529.8162

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer.** The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF TURLOCK			156 S. BROADWAY	
CITY	STATE	ZIP	PHONE	FAX
TURLOCK	CA	95380	(209) 668-5599	(209) 668-5695
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
KYOCERA ECOSYS M6535CIDN COLOR MFP	
KYOCERA TASKALFA 3501i MFP	
KYOCERA TASKALFA 3501i MFP	
KYOCERA TASKALFA 3551CI COLOR MFP	
KYOCERA TASKALFA 5501i MFP	
KYOCERA TASKALFA 3501i MFP	
KYOCERA TASKALFA 4501I MFP	
KYOCERA TASKALFA 3551CI COLOR MFP	
KYOCERA TASKALFA 5501i MFP	

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments* of $ 1,316.00 *plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with $1.00 or $101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. ____ Customer's Initials
☒ 1) Purchase the Equipment for $1.00, or 2) Return the Equipment per paragraph 3. ____ Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
U.S. Bank Equipment Finance			

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
CITY OF TURLOCK	X		

94-60000455
FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY
CITY OF TURLOCK	X		OK for Agenda

fam

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

AGREEMENT #
2106559

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by US Bank Equipment Finance ("**Lessor/Secured Party**") to City of Turlock ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents.**"

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.

2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.

3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.

4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.

7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 20__.

	City of Turlock
Lessor/Secured Party	Customer
	X
Signature	Signature
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 2106559

Addendum to Agreement # 2106559, dated , between City of Turlock, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance		**City of Turlock**	
Lessor		Customer	
Signature		X Signature	
Title	Date	Title	Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: POLICE EOC
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA ECOSY M6535CIDN Serial Number:

Starting Date:
Base Rate: $190.00
Overage Rate B/W: $0.01330

Beginning B/W Meter: 0
IncludesB/WPages: 14,286
Overage Rate Color: $0.06320

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature _____ Print Name / Title _____ Date _____

MoCal Office Solutions _____ Date _____

Agreement Provisions

City initials
Mo-Cal initials

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ C.P.I. percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initials

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-084

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-084

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: CITY ATTORNEY
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3501I Serial Number:

Starting Date:
Base Rate: $190.00
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages: 22,352
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City Initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ C.P.I percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-085

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-085

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: ANIMAL CONTROL
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3501I Serial Number:

Starting Date:
Base Rate: $190.00
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages: 22,352
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-086

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-086

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: FINANCE
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3501CI Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color: $0.05000

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City Initials
Mo-Cal Initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ C.P.I percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½% will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-087

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: POLICE RECORDS
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 5501I Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City Initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-088

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-088

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: MUNICIPAL SERVICES
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3501I Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City Initials
Mo-Cal initial

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-089

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-089

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: PD ADMINISTRATION/OPS
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 4501I Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initial

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initial

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-090

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-090

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: ADMINISTRATION
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 5501I Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initials

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City Initials
Mo-Cal Initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City Initials
Mo-Cal Initials

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-091

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-091

Contractor's Contract No. 143113-01

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. TURLOCK, CA 95380-5454	Location: ENGINEERING
Contact: TANIA HERNANDEZ (CC BETTY)	Address: TURLOCK, CA 95380-5454
Phone: 209/668-5540 EXT. 440	Contact:
Fax: 209/668-5576	Phone: 209/668-5559
Email: ACCTPAY@TURLOCK.CA.US	Fax: 209/668-5502

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3551CI Serial Number:

Starting Date:
Base Rate:
Overage Rate B/W: $0.00850

Beginning B/W Meter: 0
IncludesB/WPages:
Overage Rate Color: $0.05000

Beginning Color Meter: 0
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature Print Name / Title Date

MoCal Office Solutions Date

Agreement Provisions

City initials
Mo-Cal initials

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

City initials
Mo-Cal initials

4. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped~~. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.
Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations
~~This Agreement will automatically renew at the end of each year.~~
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ CPI percent during any twelve month period thereafter.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancellation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

City initials
Mo-Cal initials

8.Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis

11. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: July 26, 2016

City Contract No. 16-092

Contractor's Contract No. 143113-01

1. **INSURANCE:** CONTRACTOR shall not commence work or services 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 or services 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 or services 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: When applicable, 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: Upon request of CITY, 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 insured 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 (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 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.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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 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.

3. TERM: The term of this Agreement shall be effective August 1, 2016 and end July 31, 2021, subject to CITY's availability of funds.

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

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

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City Council Synopsis
July 26, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP 16-352 and Contract No. 16-352 to Applied Pest Management, Inc. of Vallejo, for pest control services for all City owned/leased buildings, in an annual amount not to exceed $10,000 and $30,000 for a period of thirty six (36) months, having met all the specifications of RFP 16-352 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

On June 2, 2016, the Purchasing Office issued an informal bid for pest control services by Request for Proposal (RFP) 16-352. Six (6) vendors were solicited and three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

Purchasing evaluated the bids and the award bid recap is shown below:

	Applied Pest Management Vallejo ❶	Clark Pest Control Modesto ❷	Merced Pest Control Merced ❸	BJ's Consumer Choice Turlock ❹	AAI Pest Control Salida ❺	Gecko Pest Control Merced ❻
Total Bid	$ 8,780	$ 26,424	$ 10,830	No Bid	No Bid	No Bid

Staff is seeking authorization to award RFP 16-352 and Contract No. 16-352 to Applied Pest Management, Inc. of Vallejo.

Applied Pest Management, Inc. of Vallejo, met all the specifications of RFP 16-352 and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Section 2-7-09(c)(5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), the City Council may authorize and award bid to the lowest responsible bidder submitting a responsive bid.

B. Applied Pest Management, Inc. will provide experienced and qualified technicians skilled in pest control services and has provided this service to the City for the past five years.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.
   b. Ensure accountability and measure progress.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funding for pest control services is available in each benefiting department's operating budget in XXX-XX-XXX.43150 "Pest Control".

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 as City staff is not able to perform such work and does not have the specialized equipment to perform this service.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
APPLIED PEST MANAGEMENT, INC.
for
PEST CONTROL SERVICES FOR CITY OWNED/LEASED BUILDINGS
CONTRACT NO. 16-352

THIS AGREEMENT is made this 26th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **APPLIED PEST MANAGEMENT, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for pest control services for City owned/leased building; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such service, hereinafter referred to as "Services."

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

1. SCOPE OF WORK: SERVICE PROVIDER 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 services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SERVICE PROVIDER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SERVICE PROVIDER shall provide all personnel needed to accomplish the Services hereunder. SERVICE PROVIDER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SERVICE PROVIDER 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 SERVICE PROVIDER in accordance with Exhibit A and Exhibit A-1 as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Ten Thousand and 00/100ths Dollars ($10,000), and in no event shall the total sum of this agreement exceed Thirty Thousand and 00/100ths Dollars ($30,000.00) for a period of thirty six months. SERVICE PROVIDER agrees that compensation shall be paid in the

OK for Agenda
PM

manner and at the times set forth below:

(a) Invoices: SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 1, 2016 and ending July 31, 2019, subject to CITY's availability of funds.

6. 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 SERVICE PROVIDER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SERVICE PROVIDER 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 SERVICE PROVIDER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: SERVICE PROVIDER shall not commence work or services under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER allow any subcontractor Provider to commence work or services 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 or services hereunder by SERVICE PROVIDER, 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: When applicable, 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: SERVICE PROVIDER 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: Upon request of CITY, 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) SERVICE PROVIDER 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 insured with respect to liability arising out of work or operations performed by or on behalf of SERVICE PROVIDER, 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 SERVICE PROVIDER'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 Service Providers Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SERVICE PROVIDER's

insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER 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.

(5) The automobile liability policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

(6) If pollution liability coverage is written on a claims-made form:

(i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

(ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

(iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(iv) a copy of the claims reporting requirements must be submitted for City's review.

(v) if the services involve lead-based paint or asbestos identification/remediation, the pollution liability policy shall not contain leas-based paint or asbestos exclusions. If the services involve mold identification/remediation, the pollution liability policy shall not contain a mold exclusion and definition of "pollution" shall include microbial matter including:

(e) Automobile Insurance: SERVICE PROVIDER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

(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.

(g) Verification of Coverage: SERVICE PROVIDER 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 SERVICE PROVIDER'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, SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, Service Provider 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 insured 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.

8. INDEMNIFICATION: 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 SERVICE PROVIDER, 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.

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

SERVICE PROVIDER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as Service Provider and not as employees of CITY.

SERVICE PROVIDER shall determine the method, details and means of performing the work and services to be provided by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER in fulfillment of this Agreement. SERVICE PROVIDER has control over the manner and means of performing the services under this Agreement. SERVICE PROVIDER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SERVICE PROVIDER has the responsibility for employing other persons or firms to assist SERVICE PROVIDER in fulfilling the terms and obligations under this Agreement.

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

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

As an independent contractor, CONTRACTOR 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.

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

11. 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 SERVICE PROVIDER, (2) legal dissolution of SERVICE PROVIDER, or (3) death of key principal(s) of SERVICE PROVIDER.

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SERVICE PROVIDER all or any part of the payments set forth in this Agreement on the date due, at its option SERVICE PROVIDER may terminate this Agreement if the failure is not remedied within thirty (30) days after SERVICE PROVIDER 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 SERVICE PROVIDER'S Tax Status. If CITY determines that SERVICE PROVIDER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SERVICE PROVIDER. 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SERVICE PROVIDER'S work on the project. Further, if CITY so requests, and at CITY's cost, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, SERVICE PROVIDER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SERVICE PROVIDER for that portion of SERVICE PROVIDER'S services which were performed by SERVICE PROVIDER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SERVICE PROVIDER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SERVICE PROVIDER 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. SERVICE PROVIDER specifically acknowledges that in entering into and executing this Agreement, SERVICE PROVIDER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SERVICE PROVIDER: Throughout the term of this Agreement, SERVICE PROVIDER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

17. 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 SERVICE PROVIDER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SERVICE PROVIDER 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.

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For SERVICE PROVIDERS performing field work on public works contracts on which prevailing wages are required, SERVICE PROVIDER shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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 SERVICE PROVIDER'S charges to CITY under this Agreement.

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

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

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

28. COMPLIANCE WITH LAWS: SERVICE PROVIDER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SERVICE PROVIDER will have a City of Turlock business license.

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

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

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SERVICE PROVIDER 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.*

34. 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 SERVICE PROVIDER:
APPLIED PEST MANAGEMENT, INC.
ATT: CAROLYN FORE
2425 SONOMA BLVD.
VALLEJO, CA 94590
PHONE: (707) 554-0110
FAX: (707) 554-0191
EMALI: APM@APPLIEDPESTMGT.COM

for CITY:
CITY OF TURLOCK
ATTN: LISA QUIROGA
ADMINISTRATIVE SERVICES PURCHASING DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5402
FAX: (209) 668-5695

35. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

KEITH HUMPHRES
PARKS, RECREATION AND PUBLIC FACILITIES
144 S. Broadway
Turlock, CA 95380-5456
(209) 668-5594
khumphres@turlock.ca.us

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

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

APPLIED PEST MANAGEMENT, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
CITY OF TURLOCK
PEST CONTROL SERVICES
FOR
CITY OWNED BUILDINGS

SPECIFICATIONS / SCOPE OR WORK

1.1 GENERAL
The Service Provider shall furnish all labor, material, equipment and other services necessary for the complete pest control services at all facilities specified under the contract specifications.

1.2.1 SPECIFIC REQUIREMENTS
General – these specifications and the areas to be treated are not given nor are they intended to be complete in the details of the pest control services, but rather are given as an outline of our general requirements. All materials and workmanship must comply with all Local, County, State and Federal Codes, specifications and ordinances.

Service shall include the personnel and all chemicals and materials needed in order to facilitate complete and thorough control of pests at each location. Service will consist of a minimum number of monthly or quarterly services specified for each location and/or more often if deemed necessary by the person in charge of each location.

Service Provider is to report to the individual designated for each location as listed on the bid form before making any service so as to become aware of any recent pest problems. If, during the course of service, any building disrepair, which might contribute to pests, is noted, the Public Facilities Supervisor or his designee must be informed, in writing, so that each situation may be remedied. Service Provider must also report to the Public Facilities Supervisor or his designee after each service to obtain verification that service was performed. Service Provider may **NOT** leave service report on a vacant desk.

Chemical products used must be approved for their intended use and applied in a manner consistent with regulations established by the State of California, Cal OSHA.

a) **Qualifications**: Bidders must possess a minimum of five (5) years of demonstrated successful operation of this type of service, servicing similar or equal sized facilities.
b) **Certifications**: State certification and registration is mandatory during the term contract award. Bidders must hold a current and valid State Operator's license at the time of bid submittal, and this license must remain valid for the entirely of the contract. All bidders must submit copies of this information with the bid. Failure to do so will be cause for bid rejection. All pest control personnel must hold valid and current State Applicator's or Branch II Field Representative license for the entirely of the contract. Bidder must provide this information for each licensed applicator at time of award.
c) **Responsibility**: The successful bidders shall be required to assume sole responsibly for the complete effort as required by this RPP for specific locations. The City will consider the selected bidder(s) to be the sole point of contact with regard to contractual matters.
d) **Quality Assurance**: Bidder must submit a detailed description of their quality

assurance program to be implemented to ensure a successful contract. This should include the frequency of quality inspections and visits, standards of performances, and all else. Bidder must submit this plan on a separate piece of paper. All pest control services must be done to the complete satisfaction of each individual in charge of the building. The City reserves the right to cancel any contract where the service performed does not meet the satisfaction of the using department.

e) **Inspection of Building Area**: The Service Provider is required to perform a detailed evaluation of the existing structural and sanitation conditions of all the buildings and areas specified prior to submitting their bid, to be fully aware of the service required and the number of hours or days that will be required to provide a pest free environment. Any conditions that may prevent the Service Provider from successful completion of the services required should be noted on a separate sheet of paper.

Contact the individual listed at each location for permission to inspect the sites and discuss the individual requirements of the service and the time required to provide thorough service. Any verbal information obtained from or statements made at the time of the site inspection that are contrary to this RFP shall not be construed as in any way to amend this document. No variation or allowance from the contract requirements will be made due to lack of examination or knowledge of the required job.

f) Service: Service Provider to provide an environment, free from, but not limited to, the following pests:

1) Spiders, cockroaches and beetles
2) Crickets, and other hoppers
3) Ants (all species) earwigs, sow bugs, silverfish and crawling insects
4) Fleas and other biting insects
5) Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
6) Moths and other flying pest
7) Weevils and other food pests
8) Mice, rats and other rodents

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage area/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, dumb waiters and surroundings pits, walls/enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, loading platforms, refuse containers and surrounding storage areas, dorms, bedrooms, cells offices, lavatory and shower areas hallways and lounge areas.

The Service Provider must provide the following types of pest control spraying:

1) "Power Spray" for treating the outside of all buildings. This method will treat (10) ten feet out from each building, and will have a better control over any potential problems.
2) "Hand Canning" for treating the inside of all buildings.

The Service Provider responsibility is to brush down all spider webs from outside of all buildings.

The Service Provider must perform a thorough detection program during every

service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the Service Provider must submit a written report to the building's designated individual listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Service Provider shall require to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must handle within 24 hours after notification and will be at no additional cost to the City. It is suggested that an individual(s) other than the regular service person so as to not interfered or delay the schedule services.

g) Performance Requirements

The Service Provider is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Service Provider for this contract are to be within safe and legal guidelines.

1) Before an application is made, the Service Provider shall notify the building designee of any precautionary actions, if any, that may need to be taken.

2) All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of California.

3) The Service Provider shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Service Provider may not store chemicals or equipment on the facility site at any time.

4) Pesticide application shall be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

h) Start-up

The contract Service Provider shall be extended a 60-days grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process Service Provider complaints for failure to meet performance requirements of these specifications. This period shall give the Service Provider sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) days grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

1) Accident Reports: The Service Provider will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the City facility which has caused death,

personal injury and/or property damage, giving full details and statements of witnesses to the City designee.

2) Pricing: Proposal shall be based on a fixed monthly price per facility to perform all required pest control services as required to provide a pest free environment for each facility. Proposal must also specify how many service calls are included in this monthly fee.

3) Additional requirements not related to regular service may be ordered at the hourly rate proposed on the bid form, Exhibit A. This proposal will remain firm for the life of the contract. The City will be afforded the benefit of any price reduction during the term of the contract.

i) Locations and Frequencies

This proposal is for Pest Control Services at the locations and frequencies listed below:

1) Municipal Services Water Quality Control Facilities (901 S. Walnut Road): Wastewater Treatment Plant, Utilities Maintenance shop, Administration, Operator Shop, Storage Containers and other areas outline on attached map as Exhibit J. Service to be provided monthly, outside the buildings and inside as needed, for all types of pest and rodent control at 53 structures.

2) Municipal Services Annex (901 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

3) Water Resource Building (901 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

4) Municipal Service Electrical Maintenance (901 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

5) Municipal Services Utilities Maintenance Division (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

6) Municipal Services Fleet Maintenance Division (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

7) Municipal Services Fleet CNG Building (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

8) Municipal Service Shipping & Receiving Division (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

9) Dial-A-Ride Building (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

10) Public Facility Building (701 S. Walnut Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

11) Public Facility Paint Shed (701 S. Walnut Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

12) Police and Fire Training Center (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

13) Police Old Training Building (701 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

14) Turlock City Hall (156 S. Broadway): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

15) Parks, Recreation & Public Facility (144 S. Broadway): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

16) Turlock Public Safety Facility (244 N. Broadway): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

17) Fire Station No. 1 (271 Minaret): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

18) Fire Station No. 2 (791 S. Walnut Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

19) Fire Station No. 3 (501 E. Monte Vista): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

20) Fire Station No. 4 (2820 N. Walnut Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

21) Animal Services Offices and Shelters: (801 S Walnut Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

22) Marty Yerby (600 Columbia St): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

23) Senior Center (1191 Cahill Ave): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

24) Pedretti Snack Bar (2400 N. Tegner Road): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

25) Rube Boesch (275 N. Orange Street): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

26) P.A.L. Building (595 High Street): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

27) Assessment Shred (3023 Christoffersen Park Way): Service to be provided quarterly, outside the building and inside as needed, for all types of pest and rodent control.

28) Other City Facilities not mentioned above will be on an as needed basis

29) Drain Pump Station (901 S. Walnut Road): Service to be provided monthly, outside the building and inside as needed, for all types of pest and rodent control.

30) Northwest Water Storage Tank (901 S. Walnut Road): Service to be provided monthly, outside the building for all types of pest and rodent control.

j) Special Requirements at the Turlock Public Safety Facility and other facilities
Due to security clearance requirements and training needs at specific facility, including Police Department cell, the same technician(s) must be assigned to those facilities for minimum of one (1) year. Service Provider Technician must have a security clearance, prior to the award of the contract at the cost of the Service Provider.

k) Response Requirements
Failure to respond to this RFP will result in removal of your firm from the bid list for the solicited item. If the Service Provider does not wish to quote a price for the solicited item, the proposal sheet should be signed and returned to the Purchasing Office within a "NO BID at this time" indicated by the time of bid closure.

l) Method of Communications
The City prefers that the successful Service Provider have the capability to be reached via Wireless cell phone or Internet E-mail. At a minimum, Service Provider shall have a telephone communication capability.

m) Weekend and Holiday Work
All work necessary to be performed on Saturday, Sundays, or legal holidays, except for that as maybe required in the specifications, shall be performed without additional expenses to the City, and shall be authorized by the Contracts Administrator:

Holidays:	Holiday includes:	
	New Year's Holiday	January 1 – Day before or day after
	Martin Luther King Day	3rd Monday in January

Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25th

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

- The City Council of the City of Turlock must authorize the official closure of City offices on December 24 and December 31, and approve these specific dates as additional holidays.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-352

BID DUE DATE: June 2, 2016

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

PEST CONTROL SERVICES
FOR
CITY OWNED/LEASED BUILDINGS

1) **Return original bid to:** **City of Turlock**
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Applied Pest Management, Inc.

Address: 2425 Sonoma Blvd, Vallejo, CA. 94590

Telephone Number 707-554-0110 **Fax Number** 707-554-0191

E-Mail Address apm@appliedpestmgt.com

Authorized Representative (print) Carolyn Fore

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Pest Control Services, at the prices indicated herein.

Bid Sheet

Item #	Location	Frequency	1st Year	2nd Year	3rd Year
1)	Municipal Services Water Quality Control	Monthly x 12	$600.00	$600.00	$600.00
2)	Municipal Services Annex Building	Monthly x 12	$360.00	$360.00	$360.00
3)	Municipal Services Water Resources	Monthly x 12	$360.00	$360.00	$360.00
4)	Municipal Services Electrical Maintenance	Monthly x 12	$360.00	$360.00	$360.00
5)	Municipal Services Utilities Maintenance	Monthly x 12	$360.00	$360.00	$360.00
6)	Municipal Services Fleet Maintenance	Monthly x 12	$360.00	$360.00	$360.00
7)	Municipal Services CNG Building	Monthly x 12	$360.00	$360.00	$360.00
8)	Municipal Services Shipping & Receiving	Monthly x 12	$480.00	$480.00	$480.00
9)	CDS Dial-A-Ride Building	Monthly x 12	$360.00	$360.00	$360.00
10)	Public Facility Building	Quarterly x 4	$500.00	$500.00	$500.00
11)	Public Facility Paint Shed	Quarterly x 4	$100.00	$100.00	$100.00
12)	Police/Fire Training Room	Monthly x 12	$540.00	$540.00	$540.00
13)	Police Old Classroom/Office Building	Monthly x 12	$360.00	$360.00	$360.00
14)	Turlock City Hall	Quarterly x 4	$200.00	$200.00	$200.00
15)	Parks, Recreation & Public Facilities	Quarterly x 4	$200.00	$200.00	$200.00
16)	Turlock Public Safety Facility	Monthly x 12	$900.00	$900.00	$900.00
17)	Fire Station 1	Quarterly x 4	$300.00	$300.00	$300.00
18)	Fire Station 2	Quarterly x 4	$240.00	$240.00	$240.00
19)	Fire Station 3	Quarterly x 4	$240.00	$240.00	$240.00
20)	Fire Station 4	Quarterly x 4	$240.00	$240.00	$240.00
21)	Animal Services, Offices & Shelters	Quarterly x 4	$300.00	$300.00	$300.00
22)	Marty Yerby	Quarterly x 4	$200.00	$200.00	$200.00
23)	Senior Center	Quarterly x 4	$200.00	$200.00	$200.00
24)	Pedretti Snack Bar	Quarterly x 4	$200.00	$200.00	$200.00
25)	Rube Boesch	Quarterly x 4	$200.00	$200.00	$200.00
26)	P.A.L. Building	Quarterly x 4	$120.00	$120.00	$120.00
27)	Assessment Shred	Quarterly x 4	$200.00	$200.00	$200.00
28)	Other City Facilities not mentioned above (cost per service)	As Needed Price per service call	$50.00	$50.00	$50.00
Amounts brought forward from Exhibit B Price does not include item #28		Bid Amount	$8,840	$8,840	$8,840
List any extra charges not described above:					
Exterior Rodent stations			$30.00 each		
Bee Removal			Upon Request		
Fly Lights			Upon Request		

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount: A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate: Does your firm hold a City of Turlock Business Tax Certificate?
☒ Yes ☐ No (Note: If yes, please enter your Business Tax Certificate number ___719511__

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No (Note: Complete Exhibit F and submit with bid proposal)

Order/service Contact
Provide the following information about the City's contact for service or order:

Name:	Carolyn Fore
Phone Number:	707-554-0116
Fax Number:	707-554-0191
Cell Number:	707-652-4018
Email Address:	apm@appliedpestmgt.com

Delivery (if applicable)
Method of Delivery: Common Carrier (Private Company Carrier)
(Please circle one choice or describe alternative method)

Compliance
Bidder, have complied with the specifications, terms and conditions of this bid?
☒ Yes ☐ No

A "NO" answer requires a detailed explanation giving reference to all deviations, on Exhibit F.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____

Terms
1) Sales tax will be added at time of purchase. (if applicable)
2) Prices are F.O.B. Turlock. (if applicable)
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause
a) In connection with the execution of this agreement, SERVICE PROVIDER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SERVICE PROVIDER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. SERVICE PROVIDER shall also comply with 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, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

b) Service Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Service Provider shall include the nondiscrimination and compliance provisions of this

clause in all subcontractors to perform work under the contract.

d) Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said City Department shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Service Providers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Service Provider certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Service Provider represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Service Provider agrees that Service Provider's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Service Provider constitutes written notification to Service Provider of City's rejection of any and all of Service Provider order Acknowledgments, counter offers and change to the City's terms and conditions.

EXHIBIT A-1
SERVICE LOCATION
CONTRACT NO. 16-352

	Locations	Frequency	Monthly Cost	1st Year	2nd Year	3rd Year
29	Drain Pump Station 901 S. Walnut Road	Monthly	$35	$420	$420	$420
30	Northwest Water Storage Tank – 901 S. Walnut Road	Monthly	$35	$420	$420	$420

50

City Council Synopsis
July 26, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of Request for Proposal (RFP) 16-370 for printer maintenance and management system for all LaserJet printers throughout City departments

2. DISCUSSION OF ISSUE:

In 2011, the City entered into a printer maintenance and management systems agreement for cost-saving measures for citywide printers. These services have proven to be beneficial resulting in minimal repairs due to preventive maintenance. The existing agreement is due to expire in September 8, 2016. Staff is requesting approval to proceed with the Request for Proposal (RFP) in order to have a new contract in place prior to the current contract expiration date.

The Request for Proposal (RFP) will identify productivity and cost reduction by continuing a citywide printer maintenance and management system. This specialized service will include service calls, service labor, toner and all replacement parts necessary, to keep the equipment working within the manufacturers specifications, for the City's eight-two (82) desktop printers. In addition the management system will include a tracking system for printer usage and help identify cost saving measures.

This maintenance program will have measureable results; improved productivity, consistent quality and sustainable savings year after year. The examples provided below illustrate average costs with and without a maintenance agreement.

Example: The average cost **With** a Maintenance Agreement:

Based on Hewett Packard LaserJet - Model No. 4015							
Service call Rate	Toner price	Parts	Cost Per Print	X	Average Monthly Prints	Monthly Cost	Annual Cost
Included	Included	Included	0.01	X	6729	$67.29	$807
10,000 print per toner			Annual Prints: 80,748			8 toners per year	

OK for Agenda

Example: The average cost **Without** a Maintenance Agreement:

Based on Hewett Packard LaserJet - Model No. 4015							
Service call Rate	Toner price	Parts	Cost Per Print	X	Annual Toner Cost	Annual Service Call X 2	Annual Cost
$157	$189	Additional Cost	None	X	$1,512	$314	$1,826
10,000 print per toner			Annual Prints: 80,748			8 toners per year	

The City will save approximately $1,019 per unit with a maintenance agreement, based on the average print count and equipment.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to Turlock Municipal Code Section 2-7-08(e) bidding requirements for purchases of supplies, materials, equipment, and services of a value greater than Twenty-five Thousand and no/100ths ($25,000) dollars shall be made utilizing the formal bid procedure.

B. The Request for Proposal (RFP) will identify productivity and cost reduction by implementing a citywide maintenance and management system.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.
   b. Ensure accountability and measure progress.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the results of the RFP, is unknown until the proposals are opened and reviewed. This information and staff recommendation will be brought before City Council for their approval and award.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may modify, delay or reject issuance of the RFP. Staff does not recommend this alternative. This is a specialized service and requires qualified and trained technicians to perform these services.

REQUEST FOR PROPOSAL
16-370
for
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM FOR ALL TYPE OF PRINTERS

RFP Posting Date
JULY 30, 2016

Bid Due Date
AUGUST 16, 2016
3:00 P.M.

Submit Proposals to:
City of Turlock
Administrative Services Department
Purchasing Office
Attention: Betty Gonzalez
156 South Broadway, Suite 270
Turlock, CA 95380

Questions with regard to submissions, process or proposals can be directed to:
Betty Gonzalez, Purchasing Coordinator
Administrative Services Department
156 South Broadway, Suite 270
Turlock, CA 95380
(209) 668-2096

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
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CITY OF TURLOCK
TURLOCK CALIFORNIA

REQUEST FOR PROPOSAL
Bid No. 16-370

PRINTER MAINTENANCE AND MANGEMENT SYSTEM

Notice is hereby given that sealed proposals will be received at the City of Turlock Administrative Services Purchasing for printer maintenance and management system for all type of printers, in accordance with the "Specification requirements" and other related documents provided herein.

Please carefully read and follow the instructions.

Proposals must be in a sealed envelope/box with the proposal number and closing date marked on the outside. Proposals shall be delivered and addressed to:

City of Turlock
Administrative Services Department Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received in the City of Turlock Purchasing Office by the proper time. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

CLOSING DATE: 3:00 P.M., ON AUGUST 16, 2016

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 3:01 P.M.

ADDENDA, CLARIFICATIONS AND CHANGES TO THE PROPOSAL DOCUMENTS MUST BE OBTAINED ON LINE BY REGISTERING AT:
http://ci.turlock.ca.us/doingbusinesswithus/bidsforproductsservices/currentrfpsrfbs/

I. SCOPE OF WORK

The City of Turlock desires to solicit qualified Bids for printer maintenance and management system as fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposal ("RFP"). An original and one copy of the proposal must be submitted in accordance with the instructions set out herein to the above address. Award resulting from this RFP will be firm for thirty-six (36) year term contract with Turlock City Council approval.

All equipment, materials, and supplies shall be furnished F.O.B. City of Turlock. Bids shall be submitted on the bid sheet provided or can be downloaded from the City's Purchasing website at http://ci.turlock.ca.us/doingbusinesswithus/bidsforproductsservices/currentrfpsrfbs/ such bids shall include all necessary specifications.

II. CONTACT OR OBTAINING ADDITIONAL BID INFORMATION

Bidders may obtain additional bid information from the City by contacting Betty Gonzalez, Purchasing Coordinator at (209) 668-2096 or email at bgonzalez@turlock.ca.us

III. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. ***One original and one copy of the complete bid proposals are required.*** Service Provider's bid proposal will be submitted on **Bid Proposal Exhibit 'A'.** The Original bid proposals must be clearly marked and contain original signatures (Service Provider's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The cost portion of the proposal will be weighted more heavily than the technical portion of the proposals.

Proposals must fully address the evaluation factors, complete references and data to verify qualifications and experience include a statement that the City contract can be executed, and any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. See the specifications for specific submittal requirements. As part of the bid proposal, vendor must evaluate the City's proposal terms and conditions. **Any exceptions to the proposal specifications must be submitted on a separate document to the proposal submittal.**

Bid Proposals:
Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Bid Proposal, **Exhibit 'A'.** Sales tax must be applied and itemized only where applicable.

References: Provide on **Exhibit 'B',** a list of at least three agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed.

Bidders' Qualifications/Experience: Offers will be accepted only from Bidders who have significant experience in providing the goods or services specified herein. In addition to completing the proposal questionnaire **Exhibit 'C'**, a statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from bidders who have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award.

V. EVALUATION COMMITTEE

A committee will be established to review and evaluate the proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Municipal Services.

(a) Evaluation of Bids: The criteria to be used in the evaluation of Bids will be/but not limited to the following:

Overall responsiveness to the Request for Bids:

1) Bids must be neat, complete, and fully address technical, cost, bidder qualifications, references, and Bid questionnaire and evaluation concerns.

2) Bidder's experience and expertise in the subject industry including number of current employees.

3) Costs: Bid Proposals Exhibit 'A'

4) Bidder's performance of references Exhibit 'B' (A minimum of three is required).

5) Bidder's response to proposal questionnaire Exhibit 'C"

6) City's perception of the Service Provider's understanding of the City's stated needs and specifications, as evidenced by bidder's proposal response.

Before a Contract will be awarded for the goods described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this contract. Upon request, the Bidder will submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

All Bids will be extended through the City of Turlock Purchasing Officer or their appointed representative whose name, address and telephone numbers are shown below. Contract negotiations will be conducted by the Purchasing Officer or another party as noticed by the Purchasing Officer. Award will be by City Council. No other officer or agent may obligate or bind the City. In BID PROPOSAL FORM, EXHIBIT 'A' bidders will designate, by name, who will receive offers. The person named will be an authorized agent of the Service Provider able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

VI. ESTIMATED SCHEDULE

Bid Notification Date..... July 30, 2016
Questions, Deadline Date..... August 9, 2016
Bids due..... August 16, 2016
Evaluate Bids..... August 17, 2016
Award Contract..... September 27, 2016

Note: Award date is approximate.

VII. VENDOR INQUIRIES

For information concerning RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Betty Gonzalez, Purchasing Coordinator
City of Turlock
156 South Broadway, Ste.270
Turlock, Ca 95380
(209) 668-2096
FAX (209) 668-5695
bgonzalez@turlock.ca.us

Note: Deliver or mail bids to the referenced address, <u>only</u>, as indicated above.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications

VIII. JOB SITE PERFORMANCE

If the Water Quality Control Manager or his designee finds the contract work is not being performed as per the contract, the Water Quality Control Manager will give a ten (10) days' notice to the Service Provider. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Water Quality Control Manager or his designee will correct the deficiency by any means possible and then bill the Service Provider.

SECTION 1
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
SPECIFICATIONS / SCOPE OR WORK

1.1 Intent
It is the intent of this Request for Proposal (RFP) to solicit Service Providers that are interested in providing the print maintenance and management System for the City of Turlock. The successful Service Provider shall provide all materials and labor necessary for this service at the request of the City of Turlock. The City of Turlock does not guarantee that a subsequent RFP will be issued. Should an RFP be issued, the terms and conditions referenced in the RFP are not guaranteed to remain exactly the same.

1.2 Objective
The City of Turlock is soliciting proposals identifying productivity and spent reduction by implementing a print maintenance and management system City wide. This system will have measureable results, improved productivity, consistent quality and sustainable savings year after year.

1.3 System
Cost: The City of Turlock print management System will be charged a cost per copy basis only. All services and materials will be included in this one fee, no additional costs, fees; minimum billing or minimum print requirements shall be charged to the city during the contract period. The cost of paper is not to be included for print management cost per copy. The City will purchase all paper products separate from this system. The City currently estimates seventy-six (76) desktop printers throughout the City. Total paper usage is one (1) million sheets annually. Printers are mandated to have network capabilities with a few exceptions that are stand alone. A physical inventory shall be necessary to verify all printer locations.

Hardware: The print management system will include all maintenance, parts, supplies (including all toners for LaserJet) plus the replacement of end of life or non-repairable printers under the price per copy System. This System does not include multi-functional copy machines that are under a maintenance contract/lease with the City.

City of Turlock has standardized all printers to be Hewlett Packard brand. A list of standard models will be provided, hereby attached as **Exhibit H**. Service provider shall not deviate from this without written permission from the City of Turlock Technology and Information System department.

Any equipment upgrades shall be covered under the cost per page System.

All new equipment shall be at the discretion of the City's Technology and Information Systems Department (TIS). Equipment that has not been pre-approved shall be removed at no charge to the City and replaced with approved equipment. **All new equipment shall be covered under the cost per copy System. Removal and consolidation of equipment shall be at the city's discretion and shall be covered under the cost per copy System.**

All replacement equipment shall have a three (3) year life cycle. At this time equipment shall be replaced with equipment that has the newest technological advance at no charge to the City. All equipment shall be repaired or replaced within four (4) hours of confirmation of service call. The four (4) hours shall be during normal working hours Monday through Friday.

City Departments and Locations

Turlock Police Department	Locations
Police Administration Division	244 North Broadway
Police Operation Division	244 North Broadway
Police Detective Division	244 North Broadway
Police Records	244 North Broadway
Fire Neighborhood Preservation Division	244 North Broadway
Police Animal Control Services	801 S. Walnut Road

Turlock Fire Services Department	Locations
Fire Administration	244 North Broadway
Fire Station No. 1	540 E. Marshall
Fire Station No. 2	791 S. Walnut Road
Fire Station No. 3	501 E. Monte Vista
Fire Station No. 4	2820 N. Walnut Road
Development Services Department	**Locations**
Engineering Division	156 S. Broadway, Ste 150
Planning Division	156 S. Broadway, Ste 120
Building & Safety Division	156 S. Broadway, Ste 130
Municipal Services Department	**Locations**
Municipal Services Administration	156 S. Broadway, Ste 270
Fleet Maintenance Shop	701 S. Walnut Road
Public Facilities Maintenance Division	701 S. Walnut Road
Utilities Division	701 S. Walnut Road
Electrical Maintenance Division	901 S. Walnut Road
Water Quality Control	901 S. Walnut Road
Water Resource	901 S. Walnut Road
Administrative Services Department	**Locations**
Manager's Office	156 S. Broadway, Ste 230
City Attorney	156 S. Broadway, Ste 240
Human Resources Division	156 S. Broadway, Ste 235
Finance Division	156 S. Broadway, Ste 110 and Ste 112
Housing Division	156 S. Broadway, Ste. 250
Parks, Recreation & Public Facilities Maint. Department	**Locations**
Recreation	144 S. Broadway
Public Facility Maintenance	701 S. Broadway

2. REPORTING

A detailed procedure for locating, tagging and monitoring the City's printers shall be submitted with this proposal. A timeline is also necessary of this execution. Failure to submit this procedural plan will void the proposal finding it non-responsive. .A detailed and comprehensive inventory of current printers in the City by location, room and/or office plus model shall be supplied. The City's print management System shall be designed and implemented from this report.

Monthly management reports of print volume data, usage tracking and cost by location shall be made available for all equipment in the print management System. Reports must have capabilities to view usage at the office at each location

Reports shall state when and when equipment has been placed with model number.
All reporting shall be at no additional charge to the City.

The awarded proposer shall have an on-site dedicated employee who is fully trained and experienced to

respond to daily printer technical and mechanical issues. This dedicated employee shall also address preventive maintenance for all printing devices and be responsible for all training at all sites.

The City requires that the dedicated employee uphold the same standards of conduct as all City employees. The dedicated employee shall comply with Level two (2) screening and shall have visible identification at all times. Proposers utilizing third parties or subcontractor must be approved by the City before contract is awarded.

3. SERVICE PROVIDER'S RESPONSIBLITY

1). A detailed procedure for locating, tagging and monitoring the city's printers
2). Procedure for reporting print counts.

4. PARTS AND MATERIALS

All service and repair parts shall be original equipment manufacturer (OEM) requirements.

5. QUALITY COMPATIABLE TONER CARTRIDGES

Service Provider must offer a 100% guarantee and with a greater yield/lifespan over the OEM supplies for all compatible toner cartridges.

6. REQUIREMENT FOR CRIMINAL BACKGROUND CHECKS

The Service Provider warrants they are supplying employees who have passed a background check(s). The Service Provider warrants they are screening employees for (Check: Choose from the list below) in a background check. Service Provider agrees to defend, indemnify and hold harmless the City it's officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.

SECTION 2
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

2.2 AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

SPECIAL INSTRUCTIONS

3.1 EXAMINATION OF DOCUMENTS
The bidder is responsible for making all necessary examinations and reviews of the documents relating to supplying or providing printer maintenance and management system. Failure to do so will not act to relieve any requirement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

3.2 BIDS
Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Proposal.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City.

This Request for Proposal shall result in a firm, fixed price contract.

3.3 BID FORM
All bids must be submitted on the attached bid form, Exhibit A. It is the responsibility of the bidder to insure that the bid documents are delivered to the place detailed in the Request for Bid prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

3.4 MISTAKE IN BID
A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

3.5 COMPETITIVE BIDDING
If more than one Bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

3.6 LICENSES AND PERMITS
A City of Turlock Business License and all others required shall be provided by the Service Provider and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

3.7 INDEPENDENT SERVICE PROVIDER RELATIONSHIP
The parties hereto agree that the relationship of SERVICE PROVIDER to the City is that of an independent Service Provider and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the SERVICE PROVIDER, in the performance of this Agreement, are employees of the SERVICE PROVIDER and not officers, employees or agents of the CITY.

3.8 CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT

The City reserves the right to make changes to the specifications and contract prior to opening bids if such changes are mailed by certified mail to all parties listed on the City's bid list at least seven (7) days prior to bid opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

SECTION 4
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

GENERAL CONDITIONS

4.1 TERM OF CONTRACT
The term of this contract shall commerce upon notification of award and continues for a period of three (3) years, plus any extension granted by the City.

4.2 CONTRACT COMPLIANCE
The City shall reserve the right to audit the records of the Service Provider (related to this agreement) at reasonable times during normal working hours to determine compliance by Service Provider of their obligations pursuant to this agreement.

4.3 CANCELLATION OF CONTRACT
Whenever in the opinion of the City's representative said service is not satisfactory, the Service Provider shall be advised of the reasons in writing. If the Service Provider fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advice the Service Provider in writing. The City may then contract with another Service Provider or provide maintenance service in any manner elected.

4.4 TERMINATION OF CONTRACT
The CITY reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. City shall give Service Provider thirty (30) days written notification prior to the effective date of termination. The Service Provider may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Administrative Services Purchasing at 156 S. Broadway Suite 270, Turlock, CA 95380.

4.5 FAILURE TO PERFORM SATISFACTORILY
It is agreed and understood that if the Service Provider fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Service Provider. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

4.6 FORCE MAJEURE
Service Provider shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.7 SAFETY
Service Provider shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Service Provider shall provide proof of compliance, if requested by the City.

4.8 TRAVEL TIME AND TRUCK CHARGES
The travel time and truck charges are not allowed and to be factored in the hourly rate. Service billing to begin upon arrival at job site."

4.9 PAYMENT
Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and

services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Service Provider shall be paid for service work on a monthly basis, in arrears.

(a) Payment term: It is understood and agreed by the SERVICE PROVIDER that the City's payment terms shall be NET 30 days from the receipt of invoice or orders received complete, whichever is later.

4.10 PAYMENT WITHHELD

The City withholds payment to such extent as may be necessary to protect the City from loss due to:

(1) Defective or incomplete work not corrected.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Service Provider to make payment properly to subcontractor or for materials or labor.
(4) A reasonable doubt that the contract can be completed for the balance then unpaid.

4.11 WORKMANSHIP

It is the intention of the City to call for the highest level of quality in services compatible with standard price. All service shall be performed by a trained, qualified and experienced, in providing goods or services. The Service Provider shall cooperate with the City's representative to enable the City's representative to determine the Service Provider's conformity to these specifications and the adequacy of the services being performed.

4.12 NOTICES TO CITY

All notices, reports and information from the Service Provider or the Service Provider's representatives or employees shall be directed to the City's representative at 156 S. Broadway, Suite 270, Turlock, CA.

4.13 INSURANCE: SERVICE PROVIDER shall not commence work under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SERVICE PROVIDER 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 SERVICE PROVIDER, 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 an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

(b) Minimum Limits of Insurance: SERVICE PROVIDER 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) 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: Upon request of CITY, 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) SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER'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 Service Providers Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER 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.

(5) The automobile liability policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

(e) Automobile Insurance: SERVICE PROVIDER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

(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.

(g) Verification of Coverage: SERVICE PROVIDER 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 SERVICE PROVIDER'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: SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, independent Service Providers and subcontractors. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SERVICE PROVIDER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor the requirements stated herein.

4.14 INDEMNIFICATION: SERVICE PROVIDER 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 CONSULTANT, 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.

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

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

SERVICE PROVIDER shall determine the method, details and means of performing the work and services to be provided by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER in fulfillment of this Agreement. SERVICE PROVIDER has control over the manner and means of performing the services under this Agreement. SERVICE PROVIDER is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, SERVICE PROVIDER has the responsibility for employing other persons or firms to assist SERVICE PROVIDER in fulfilling the terms and obligations under this Agreement.

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

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

As an independent Service Provider, SERVICE PROVIDER 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.

4.16 PREFERENCE TO LOCAL MERCHANT: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of $3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-10(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

4.17 "PIGGYBACK" PROVISION
Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

4.18 PERFORMANCE: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-370

BID DUE DATE: AUGUST 16, 2016

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

1) **Return original bid to:** **City of Turlock**
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number_____ **Fax Number**_____

E-Mail Address_____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for printer maintenance & management system, at the prices indicated herein.

Pricing must be submitted for maintenance, toner, preventative maintenance and maintenance kits on a cost per copy per month.

Bid Sheet

Cost per Page for B/W	**$**
Cost per Page for Color	**$**

Does your proposal include the following parts under this System?

1	**Toner**	**Yes ☐**	**No ☐ Reason:**
2	**Developer**	**Yes ☐**	**No ☐ Reason:**
3	**Fuser Oil**	**Yes ☐**	**No ☐ Reason:**
4	**Cleaning rolls**	**Yes ☐**	**No ☐ Reason:**
5	**Drum**	**Yes ☐**	**No ☐ Reason:**
6	**Fuser rollers**	**Yes ☐**	**No ☐ Reason:**
7	**Cleaning blade**	**Yes ☐**	**No ☐ Reason:**
8	**Various lamps**	**Yes ☐**	**No ☐ Reason:**
9	**Clutches**	**Yes ☐**	**No ☐ Reason:**
10	**Paper feed tires**	**Yes ☐**	**No ☐ Reason:**
11	**Type of Toner**	**OEM Toner ☐**	**Compatible Toner ☐**

List any extra charges not described above:	

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount: A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate: Does your firm hold a City of Turlock Business Tax Certificate?
☐ Yes ☐ No (Note: If yes, please enter your Business Tax Certificate number_____)

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☐ No (Note: Complete Exhibit F and submit with bid proposal)

Order/service Contact
Provide the following information about the City's contact for service or order:

Name:	
Phone Number:	
Fax Number:	
Cell Number:	
Email Address:	

Delivery (if applicable)
Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance
Bidder, have complied with the specifications, terms and conditions of this bid?
☐ Yes ☐ No

A "NO" answer requires a detailed explanation giving reference to all deviations, on Exhibit D.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, SERVICE PROVIDER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SERVICE PROVIDER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. SERVICE PROVIDER shall also comply with 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, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

b) Service Provider and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the System or activity.

The City is committed to provide access to all City services, Systems, and meetings open to the public for people with disabilities. In this regard, City and all of its Service Providers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Service Provider represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Service Provider agrees that Service Provider's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Service Provider constitutes written notification to Service Provider of City's rejection of any and all of Service Provider order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Service Provider's License No._____ Expiration Date: _____
Service Provider certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

_____
Company Name

_____
Signature of Authorized Representative

_____
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

CHECK LIST
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in it's entirely.

1. _____ Bid Proposal, **Exhibit A** of the Request for Proposal has been signed (original signature).

2. _____ **One (1) original and one (1) copies** of the RFP Proposal have been provided.

3. _____ Addenda, if any, have been completed, signed and included in the bid package. The completed Reference List, **Exhibit B** as provided with this RFP is included in the bid package.

4. _____ The Proposal Schedule as provided with this RFP has been completed, priced reviewed for accuracy and any corrections initialed in ink.

5. _____ The completed Questionnaire, **Exhibit C** as provided with this RFP is included in the bid package.

6. _____ Indicate all of bidder exceptions, **Exhibit D,** to the City's requirements, conditions and specifications as stated within this RFP, is included in the bid package.

7. _____ The Insurance Documents, **Exhibit E** has been completed and signed by the Service Provider and insurance agent and is included in the bid package.

8. _____ The Request for Preference for local vendors within the city limited, as defined on **Exhibit F.** Submit if you qualified as a local vendor.

9. _____ The Participation page, **Exhibit G,** as provided within this RFP has been signed and included. (Copy of the City of Turlock Business License)

10. _____ Bidder to complete pages as provided with this RFP.

11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. mailing your bid must include the following information.

City of Turlock RFP No.	***16-370***
Closing Date:	***AUGUST 16, 2016***
Closing Time:	***3:00 P.M.***
Commodity or Service:	***Printer Maintenance and Management System***

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR

EXHIBIT 'B'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

REFERENCES

Respondents are to provide a list of three (3) current or former clients in the area provided below. References shall be provided as required in the bid specifications, terms and conditions. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

All bidders must provide a list of references identifying prior experience in furnishing the specified product or products. Bidders failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the bidder's performance record on work similar to that described in this bid. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Bidder's Company Name:

EXHIBIT 'C'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
QUESTIONNAIRE

1. How many years has your company been in the business of providing printer maintenance & management system and what geographical areas does your firm provide this service to.

_____

_____

_____

_____

2. Describe the type(s) of training your employees have had in the safe handling procedure of this product requested under this Request for Proposals.

_____

_____

_____

_____

3. What is the current number of employees working for your firm?

_____

_____

4. What has been the employee turnover rate for your firm in the past year?

_____

_____

_____

_____

5. How many field supervisors does your firm intend to assign to the City's contract.

_____

_____

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

_____

_____

_____

_____

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-Mail address.

_____

_____

_____

* Attach additional pages if needed

EXHIBIT 'D'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

Exception, Clarifications, Amendments

Exceptions, Clarifications, Amendments
List requests for bid clarifications and exceptions below, if any, sign and submit with your bid response.

Attachment	Reference To:		Description
	Page No.	Paragraph No.	

Bidder's Company Name:

EXHIBIT 'E'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

BID PACKET
INSURANCE DOCUMENTS

Name of Bidder: _____

Business Address: _____

Please read your contract for particular insurance specifications and requirements. In general, the following documents are required upon award of bid:

A Certificate of Insurance accompanied by the following Endorsements:

General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
Automobile Liability Additional Insured
Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
Primary and Non-Contributory
General Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation

The undersigned, as bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified in the contract.

Service Provider Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

The undersigned, as broker or insurance agent for bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute on behalf of bidder all necessary insurance certificates and endorsements or other documents specified in the contract.

Insurance Agent Signature: _____

Date:_____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

EXHIBIT "F"

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

REQUEST FOR PREFERENCE

For

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths ($3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

☐ **Request for 3% local preference**

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 'G'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit G, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the Service Provider, be liable to the Service Provider and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

☐ No, we will not extend contract terms to any agency other than the City of Turlock.

_____
(Authorized Signature)

_____
Title

EXHIBIT 'H'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-370
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
PRINTER MAKE / MODEL LIST

	Printer Device Model	Serial Number	Department	Office Location or Assign to	Begin Mono Meter		Begin Color Meter
			CITY HALL-- 156 S. BROADWAY				
1	HP 9050	JPORL862070	FINANCE	A/P FRONT	625,192		
2	HP 5550	JPJR002602	FINANCE	FIN A/P	338,237		165226
3	CP 4525	JPDCF1Q1FJ	FINANCE	FIN A/R	18,875		25933
4	HP 5550	JPSC7600YL	DSD PLANNING	BUILDING	100,129		79017
5	HP 4250	USBXP25061	DSD BUILDING	BUILDING	102,078		
6	HP 5550	JPSC76S0G5	DSD BUILDING	PLANNING	78,891		35252
7	HP 4250	CNRXL338007	DSD BUILDING	FRONT	52,942		
8	HP CP5520	CNFCF301FH	ENGINEERING	M. PITCOCK	14,438		26523
9	HP CP5520	CNGCF630NL	ENGINEERING	R. FULTZ	15,250		29499
10	HP CP3505	CNBC856100	ENGINEERING	YOLANDA	68,393		63330
11	HP 4200	USBNN21764	ENGINEERING	ENG	123,716		
12	HP M451DW	CNBJ104486	CITY MANAGER OFF	STACY T	12,982		14677
13	HP M401DNE	PHGFC08522	CITY MANAGER OFF	MANAGER	1,367		
14	HP M401DN	VNB3X17585	CITY MANAGER OFF	MARYN PITT	17,621		
15	HP P3005	CNJ1X01974	CITY MANAGER OFF	CLERK	83,713		
16	HP M401DN	VNB4M07573	ADMIN SERV HR	SARAH	8,460		
17	HP CP3505	CNBC78F03Q	ADMIN SERV HR	STAFF	56,406		128835
18	HP P2055DN	CNB9825541	CITY ATTORNEY	LORRAINE	49,468		
19	HP CP4025	JPBCC9N106	HOUSING	HOUSING	2,383		7628
20	HP 2420	CNGJF31234	HOUSING	MARIA	89,014		
21	HP 5	S4601LD80EF	ADMIN IT	IT	57,379		
22	DELL 5100CN	5QQ0071	ADMIN IT	IT	7,158		18389
23	HP M401DNE	PHGFB02135	Admin Services Payroll	AUDREY	11,555		
24	HP P3015	VND3Q14616	Admin Services Payroll	ESMERELDA	19,833		
25	HP COLOR M651	JPBCG2M043	City Manager Office	STACY	9,559		32185
26	HP 4200	USGNS39645	MUNICIPAL SVC ADMIN	Rebecca Archer	333,205		
27	HP 2300	CNBCB31653	MUNICIPAL SVC ADMIN	MICHAEL COOKE	25,407		
28	HP 2300	CNBDC43708	MUNICIPAL SVC ADMIN	D. MADDEN	15,053		
29	HP M401DN	VNB3X17555	MUNICIPAL SVC ADMIN	SUPERVISOR	10,607		
30	HP 2430	CNGKK30986	MUNICIPAL SVC ADMIN	GARNER	23,521		

	Printer Device Model	Serial Number	Department	Office Location or Assign to	Begin Mono Meter		Begin Color Meter
31	HP 2300	CNBCD07874	MUNICIPAL SVC ADMIN	PURCHASING			
		PARKS & REC-- 144 S. BROADWAY					
32	DELL COLOR 5110	926876866	RECREATION	REC	21,304		94904
33	HP 4100	USBNH34296	RECREATION	DARLENE	128,475		
34	HP P3015	VNBCC5D088	RECREATION	ALLISON	10,307		
35	HP P4015	JPDF260489	RECREATION	FRONT DESK	134,312		
36	HP M451DN	CNDF351040	PARKS & REC	PARKS	2,094		4513
37	HP 4050	USBB096602	PARKS & REC	CARLA	138,960		
		POLICE ANIMAL CONTROL-- 801 S. WALNUT ROAD					
38	HP 2430	CNDJF06002	ANIMAL SHELTER	A/C OFFICE	135,746		
39	HP CP 4025	JPBCC9M0D8	ANIMAL SHELTER	GLENA	1,908		5057
		TURLOCK PUBLIC SAFETY- FD ADMINISTRATION-- 144 N. BROADWAY					
40	HP 4700	JP4LD00426	FIRE DEPT.	BREAK ROOM	57,226		107619
41	HP P3015	VNB3Y84116	FIRE DEPT.	FIRE MARSHALL	2,689		
42	HP M401DNE	VNG4X22667	FIRE DEPT.	BRIAN	1,442		
43	HP M401DNE	VNG4X22658	FIRE DEPT.	CHIEF LOHMAN	1,037		
44	HP M401DNE	VNG4X22673	FIRE DEPT.	MARY	85		
45	HP P4015	CNDY169663	NEIGHBORHOOD	CAPT.	132,138		
		TURLOCK PUBLIC SAFETY- POLICE DEPARTMENT-- 144 N. BROADWAY					
46	HP M401DN	VNB4M05651	PD	ADMIN	10,364		
47	HP COLOR M750	CNACG1Q0BB		DETECTIVE	9,826		21119
48	HP 3050	CNRK173351	PD	LOBBY	48,212		
49	HP M401DNE	VNG4X22674	PD	MARY	5,670		
50	HP M401DNE	VNG4X22659	PD	CAPTAIN	938		
51	HP P4015	CNDYB48669	PD	DISPATCH	257,177		
52	HP COLOR 4700	JPTLB45814	PD	RECORDS	461,468		195088
53	HP COLOR 5520	CNCCC690M8	PD	FIELD OPS	72,573		144659
54	HP 4050	USQB037408	PD	SERGEANT	140,101		
55	HP P4014	CNDX213311	PD	REPORT WRITING	195,698		
56	HP M401DNE	VNG4X22657	PD	PROP ROOM	1,621		
57	HP M401DNE	VNB4M07576	PD	TRAFFIC	12,140		
58	HP M401DNE	VNB3X17591	PD	DISP. SUPV	8,845		
59	DELL COLOR 2150CN	VXD018286	PD	DISPATCH	14		933
60	HP COLOR 5550	JPBC49103F	PD	DISPATCH	41,969		58328
61	HP M401DN	VNB4M05668	PD	DETECTIVE	5,739		
62	HP M401DN	VNB3X17592	PD	RECORDS	8,960		
63	HP M402DN	PHBQF16658	PD	DEANDRA WILEY	NEW		
64	HP M402DN	PHBQF16655	PD	GEORGE GILLISPIE	NEW		

EXHIBIT H – PAGE 3 OF 3

CORPORATION YARD MUNICIPAL SERVICES- UTILITIES -- 701 S. WALNUT							
	Printer Device Model	**Serial Number**	**Department**	**Office Location or Assign to**	**Begin Mono Meter**		**Begin Color Meter**
65	HP M451DN	CNBH402105	UTILITIES	OFFICE 1	20,969		11597
66	HP M401DNE	PHGFB02327	UTILITIES	FELIX	2,754		
67	HP 2100		UTILITIES	RANDY	126,532		
CORPORATION YARD PUBLIC FACILITIES MAINTENANCE-- 701 S. WALNUT							
68	KYOCERA KM1820	XPF6409684	PUBLIC FAC	BUILDING	46,461		
TURLOCK REGIONAL WATER QUALITY CONTROL-- 901 S. WALNUT							
69	HP 1320	CNRC694313	MS ELECTRICAL	MAINTENANCE	68,833		
70	HP COLOR M551	CNDCG9T0JH	MS- WATER SOURCE	L GILLEY	4,023		3742
71	HP M401DNE	PHGFF58441	MS-TELEMETRY	ROBIN	32		
72	HP M551	CNCCG172C1	MS- LABORATORY	LAB	4,027		5523
FD STATION 1-- 540 E. MARSHALL							
73	HP COLOR M551	CNCCF8705F	540 E. MARSHALL	STATION 1	5,785		10881
FD STATION 2-- 791 S. WALNUT							
74	HP COLOR M551	CMCCF8703D	791 S. WALNUT	STATION 2	3,109		5415
FD STATION 3-- 501 E. MONTE VISTA							
75	HP COLOR M551		501 E. MONTE VISTA	STATION 3			
FD STATION 4-- 2820 N. WALNUT							
76	HP COLOR M551		2820 N. WALNUT	STATION 4			

EXHIBIT "I" DRAFT COPY

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and

_____
for
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
CONTRACT NO. 16-

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "SERVICE PROVIDER."

W I T N E S S E T H:

WHEREAS, CITY has a need for printer maintenance and management system; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

1. SCOPE OF WORK: SERVICE PROVIDER 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 Services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SERVICE PROVIDER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SERVICE PROVIDER shall provide all personnel needed to accomplish the Services hereunder. SERVICE PROVIDER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SERVICE PROVIDER shall reasonably require to accomplish the 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 SERVICE PROVIDER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SERVICE PROVIDER of all of its duties and

obligations under this Agreement. In no event shall the sum of this Agreement exceed _____ and ___/100ths Dollars ($_____). SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 _____ and end _____, subject to CITY's availability of funds.

6. 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 SERVICE PROVIDER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SERVICE PROVIDER 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 SERVICE PROVIDER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: SERVICE PROVIDER shall not commence work or services under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SERVICE PROVIDER 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 or services hereunder by SERVICE PROVIDER, 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: When applicable, 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.

(5) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Service Provider is engaged with City for such length of time as necessary to cover any and all claims.

(b) Minimum Limits of Insurance: SERVICE PROVIDER 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: Upon request of CITY, 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) SERVICE PROVIDER 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 insured with respect to liability arising out of work or operations performed by or on behalf of SERVICE PROVIDER, 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 SERVICE PROVIDER'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 Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-

insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER 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: SERVICE PROVIDER 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 SERVICE PROVIDER'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, SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, independent contractors and subcontractors. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: SERVICE PROVIDER shall include all subcontractors as insured 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.

8. INDEMNIFICATION: SERVICE PROVIDER 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 SERVICE PROVIDER, 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.

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

venture.

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

SERVICE PROVIDER shall determine the method, details and means of performing the work and Services to be provided by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER in fulfillment of this Agreement. SERVICE PROVIDER has control over the manner and means of performing the Services under this Agreement. SERVICE PROVIDER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SERVICE PROVIDER has the responsibility for employing other persons or firms to assist SERVICE PROVIDER in fulfilling the terms and obligations under this Agreement.

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

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

As an independent contractor, SERVICE PROVIDER 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.

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

11. 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 SERVICE PROVIDER, (2) legal dissolution of SERVICE PROVIDER, or (3) death of key principal(s) of SERVICE PROVIDER.

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SERVICE PROVIDER all or any part of the payments set forth in this Agreement on the date due, at its option SERVICE PROVIDER may terminate this Agreement if the failure is not remedied within thirty (30) days after SERVICE PROVIDER 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 SERVICE PROVIDER'S Tax Status. If CITY determines that SERVICE PROVIDER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SERVICE PROVIDER. 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SERVICE PROVIDER'S work on the project. Further, if CITY so requests, and at CITY's cost, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, SERVICE PROVIDER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SERVICE PROVIDER for that portion of SERVICE PROVIDER'S Services which were performed by SERVICE PROVIDER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SERVICE PROVIDER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SERVICE PROVIDER 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. SERVICE PROVIDER specifically acknowledges that in entering into and executing this Agreement, SERVICE PROVIDER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SERVICE PROVIDER: Throughout the term of this Agreement, SERVICE PROVIDER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

17. 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 SERVICE PROVIDER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SERVICE PROVIDER 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.

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For SERVICE PROVIDERS performing field work on public works contracts on which prevailing wages are required, SERVICE PROVIDER shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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 SERVICE PROVIDER'S charges to CITY under this Agreement.

SERVICE PROVIDER 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 SERVICE PROVIDER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

28. COMPLIANCE WITH LAWS: SERVICE PROVIDER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SERVICE PROVIDER will have a City of Turlock business license.

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

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

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SERVICE PROVIDER 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.*

34. 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 SERVICE PROVIDER: _____
_____
_____
PHONE: _____
FAX: _____
EMAIL: _____

for CITY:
CITY OF TURLOCK
ATTN: ELIZABETH QUIROGA
ADMINISTRATIVE SERVICES PURCHASING
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4402
FAX: (209) 668-5595
EMAIL: equiroga@turlock.ca.us

35. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Elizabeth Quiroga
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590 Ext. 4402
E-mail: equiroga@turlock.ca.us

36. PERFORMANCE BY KEY EMPLOYEE: SERVICE PROVIDER has represented to CITY that _____ will be the person primarily responsible for the performance of the Services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by SERVICE PROVIDER. SERVICE PROVIDER therefore agrees that _____ percent (____ %) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
CITY OF TURLOCK
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
SPECIFICATIONS / SCOPE OR WORK

1.1 Intent
The Service Provider shall provide all materials and labor necessary for this service at the request of the City of Turlock.

1.2 Objective
The City of Turlock proposals to identify productivity and spent reduction by implementing a print maintenance and management system City wide. This system will have measureable results, improved productivity, consistent quality and sustainable savings year after year.

1.3 System
Cost: The City of Turlock print management System will be charged a cost per copy basis only. All services and materials will be included in this one fee, no additional costs, fees; minimum billing or minimum print requirements shall be charged to the city during the contract period. The cost of paper is not to be included for print management cost per copy. The City will purchase all paper products separate from this System. The City currently estimates seventy-six (76) desktop printers throughout the City. Total paper usage is one (1) million sheets annually. Printers are mandated to have network capabilities with a few exceptions that are stand alone. A physical inventory shall be necessary to verify all printer locations.

Hardware: The print management System will include all maintenance, parts, supplies (including all toners for LaserJet) plus the replacement of end of life or non-repairable printers under the price per copy System. This System does not include multi-functional copy machines that are under a maintenance contract/lease with the City.

City of Turlock has standardized all printers to be Hewlett Packard brand. A list of standard models will be provided, hereby attached as **Exhibit H**. Service provider shall not deviate from this without written permission from the City of Turlock Technology and Information System department.

Any equipment upgrades shall be covered under the cost per page System.

All new equipment shall be at the discretion of the City's Technology and Information Systems Department (TIS). Equipment that has not been pre-approved shall be removed at no charge to the City and replaced with approved equipment. **All new equipment shall be covered under the cost per copy System. Removal and consolidation of equipment shall be at the city's discretion and shall be covered under the cost per copy System.**

All replacement equipment shall have a three (3) year life cycle. At this time equipment shall be replaced with equipment that has the newest technological advance at no charge to the City. All equipment shall be repaired or replaced within four (4) hours of confirmation of service call. The four (4) hours shall be during normal working hours Monday through Friday.

City Departments and Locations

Turlock Police Department	Locations
Police Administration Division	244 North Broadway
Police Operation Division	244 North Broadway
Police Detective Division	244 North Broadway
Police Records	244 North Broadway
Fire Neighborhood Preservation Division	244 North Broadway
Police Animal Control Services	801 S. Walnut Road

Turlock Fire Services Department	Locations
Fire Administration	244 North Broadway
Fire Station No. 1	540 E. Marshall
Fire Station No. 2	791 S. Walnut Road
Fire Station No. 3	501 E. Monte Vista
Fire Station No. 4	2820 N. Walnut Road
Development Services Department	**Locations**
Engineering Division	156 S. Broadway, Ste 150
Planning Division	156 S. Broadway, Ste 120
Building & Safety Division	156 S. Broadway, Ste 130
Municipal Services Department	**Locations**
Municipal Services Administration	156 S. Broadway, Ste 270
Fleet Maintenance Shop	701 S. Walnut Road
Public Facilities Maintenance Division	701 S. Walnut Road
Utilities Division	701 S. Walnut Road
Electrical Maintenance Division	901 S. Walnut Road
Water Quality Control	901 S. Walnut Road
Water Resource	901 S. Walnut Road
Administrative Services Department	**Locations**
Manager's Office	156 S. Broadway, Ste 230
City Attorney	156 S. Broadway, Ste 240
Human Resources Division	156 S. Broadway, Ste 235
Finance Division	156 S. Broadway, Ste 110 and Ste 112
Housing Division	156 S. Broadway, Ste. 250
Parks, Recreation & Public Facilities Maint. Department	**Locations**
Recreation	144 S. Broadway
Public Facility Maintenance	701 S. Broadway

2. REPORTING

A detailed procedure for locating, tagging and monitoring the City's printers shall be submitted with this proposal. A timeline is also necessary of this execution. Failure to submit this procedural plan will void the proposal finding it non-responsive. .A detailed and comprehensive inventory of current printers in the City by location, room and/or office plus model shall be supplied. The City's print management System shall be designed and implemented from this report.

Monthly management reports of print volume data, usage tracking and cost by location shall be made available for all equipment in the print management System. Reports must have capabilities to view usage at the office at each location

Reports shall state when and when equipment has been placed with model number.
All reporting shall be at no additional charge to the City.

The awarded proposer shall have an on-site dedicated employee who is fully trained and experienced to respond to daily printer technical and mechanical issues. This dedicated employee shall also address preventive maintenance for all printing devices and be responsible for all training at all sites.

The City requires that the dedicated employee uphold the same standards of conduct as all City employees. The dedicated employee shall comply with Level two (2) screening and shall have visible identification at all times. Proposers utilizing third parties or subcontractor must be approved by the City before contract is awarded.

3. SERVICE PROVIDER'S RESPONSIBLITY

1). A detailed procedure for locating, tagging and monitoring the city's printers
2). Procedure for reporting print counts.

4. PARTS AND MATERIALS

All service and repair parts shall be original equipment manufacturer (OEM) requirements.

5. QUALITY COMPATIABLE TONER CARTRIDGES

Service Provider must offer a 100% guarantee and with a greater yield/lifespan over the OEM supplies for all compatible toner cartridges.

6. REQUIREMENT FOR CRIMINAL BACKGROUND CHECKS

The Service Provider must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract.

City Council Synopsis
July 26, 2016

5P

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Retainer Agreement with MGT of America, Inc. for the preparation and filing of 2016-17 SB90 - State Mandated Cost Reimbursement claims (based on 2015-16 actual costs) in an amount not to exceed $9,200

2. DISCUSSION OF ISSUE:

Staff is recommending engaging MGT of America, Inc. for the preparation and filing of claims for State Mandated Cost Reimbursement. The Professional Services Retainer Agreement sets the maximum compensation at $9,200 for the filing of claims during 2016-17 which are based on 2015-16 actual expenses. This includes the annual filing of claims currently approved by the State Controller's Office (SCO) as well as any new claims approved for filing in 2016-17.

The proposed contract contains an extension provision for two additional one-year terms at a cost not to exceed $9,200 per year contingent on the appropriation of funding in the City's budget for the pertinent fiscal year. The contract before Council continues the City's relationship with MGT of America, Inc. for this service.

3. BASIS FOR RECOMMENDATION:

This is a specialized activity and staff believes that it is more cost effective and efficient to engage the services of a consultant for this activity.

Policy Goal and Implementation Plan Initiative:

Policy Goal 2: Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

The proposed cost for the SB90 services is included in the 2016-17 budget under account number 110-10-106.43055_003 "Consultant State Mandates".

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Although Staff does not recommend it, Council could choose to not approve this agreement. Staff does not possess the expertise to prepare these filings in accordance with SCO requirements and annually looks to its expert consultants to provide this service for the City.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MGT OF AMERICA, INC.
for
SB90 Mandated Cost Claims Filing
CITY PROJECT NO. 16-093

THIS AGREEMENT is made this 26th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MGT of AMERICA, INC.**, a corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for preparation of SB 90 Mandated Claims Reimbursements; and

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

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

1. **SCOPE OF WORK:** CONSULTANT 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 A. CONSULTANT shall provide Services that are acceptable to CITY.

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed nine thousand two hundred dollars and no/100^{ths} Dollars ($9,200.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 continue in full force and effect until June 30, 2017, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for each one-year extension will not exceed nine thousand two-hundred dollars and no/100^{ths} ($9,200.00) per year. The City's ability to extend the contract for each additional year is contingent upon the appropriation of funding in the City's fiscal year budget(s).

7. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 or services hereunder by CONSULTANT, 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: When applicable, 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.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, 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) CONSULTANT 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 insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, 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

CONSULTANT'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 Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'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 CONSULTANT 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: 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 CONSULTANT'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, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall include all subcontractors as insured 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.

8. INDEMNIFICATION: CONSULTANT 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 CONSULTANT, 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.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents,

officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

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

11. 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 CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT

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

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

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

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

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

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

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT 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. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further 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.

17. 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 CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

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

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

additional work.

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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 CONSULTANT'S charges to CITY under this Agreement.

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

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

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

28. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

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

consent of the other.

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

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT 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.*

34. 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 CONSULTANT: **MGT of America**
ATTN: Brad Burgess, Vice President
2251 Harvard Street, Suite 134
Sacramento, CA 95815
PHONE: 916-595-2646
FAX: 916-443-1766
bburgess@mgtamer.com

for CITY: **CITY OF TURLOCK**
ATTN: Marie Lorenzi
156 SOUTH BROADWAY, SUITE 110
TURLOCK, CALIFORNIA 95380-5454
PHONE: 209-668-5542 ext 1318
FAX: 209-668-5576
mlorenzi@turlock.ca.us

35. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Name of City Employee: Marie Lorenzi

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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

MGT OF AMERICA, INC., a corporation

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CITY OF TURLOCK
STATE MANDATE COST CLAIMS CONSULTING SERVICES

UNDERSTANDING OF TURLOCK'S SB 90 CLAIMING PROJECT

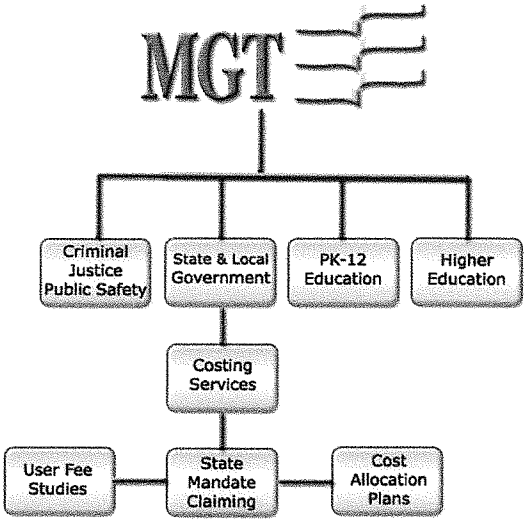
The City of Turlock wishes to supplement existing revenue sources by filing state mandate cost claims (SB 90 claims) with the California State Controller's Office. Like many public agencies in California, the City of Turlock recognizes the benefits of filing SB 90 claims, even during periods when the State has not been able to make complete reimbursement claim payments.

The City would like to partner with a consulting firm that specializes in SB 90 consulting to do the following:

- Identify all possible SB 90 claiming opportunities
- Prepare and file all eligible SB 90 claims for the 2015-16 fiscal year
- Assist the City with payment tracking
- Assist the City with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California

FIRM HISTORY

MGT of America, Inc. (MGT) has provided highly specialized governmental consulting services since 1974. Our Costing Services Division consultants focus on five core areas of expertise—state mandated costs, cost allocation, user fee cost analysis, federal reimbursements, and indirect cost rate proposals (ICRPs). It has been said that a consultant's stock in trade is their experience and their advice. Our firm's average level of experience is over 17 years in the local government consulting area. Our clients have always benefited from our counsel and advice in the state mandated cost-claiming field.



It is part of our firm's philosophy that a structure, which emphasizes teamwork and cooperation, will always yield a better outcome for our clients. This structure and approach also ensures that our clients will always have more than one consultant involved with their project, including at least one senior consulting professional involved with every facet of the engagement.

We are proud of our California heritage and consulting roots. The original founders of Public Resource Management Group, LLC (PRM) all started their consulting careers with

Exhibit A

David M. Griffith and Associates (DMG) during the mid-1980s and early 1990s. That association formed our professional belief system and approach. Our core values are:

- Providing exceptional technical consulting services
- Developing client partnerships resulting in successful long-term relationships
- Guaranteed deliverables and services

In 2007, PRM was acquired by MGT of America, Inc. thereby deepening the resources and costing services capabilities available to our state and local government clients.

In the area of local government cost consulting, our firm has over 100 years of combined experience in the SB 90, cost allocation, and indirect cost calculation consulting areas. Our predecessors at DMG were originally asked by the California State Controller's Office (SCO) to assist in the development of the original ICRP format and methodology. That format is still in use today. In our various corporate incarnations since 1985, our consultants have worked with over 250 cities, all 58 counties, and over 100 special districts in California.

MGT OFFICE LOCATIONS & CONTACTS

MGT is based in Tallahassee, Florida, and has regional offices in: Austin, Texas; Bay City, Michigan; Olympia, Washington; and Sacramento, California. Turlock's project will be exclusively staffed by staff from our Sacramento office.

OFFICE LOCATION	PRIMARY CONTACT
Michigan Office: 2343 Delta Road Bay City, MI 48706	Jim Olson, Midwest Director 989-893-7615 jolson@mgtamer.com
California Office: 2251 Harvard Street, Suite 134 Sacramento, California 95815	Brad Burgess, Executive Vice President MGT Financial Services 916-595-2646 bburgess@mgtamer.com
Colorado Office: 8200 South Quebec Suite A3 #184 Centennial, Colorado 80112	Eric Parish, Partner 877-275-7764 eparish@mgtamer.com
Florida Office: 3800 Esplanade Way, Suite 210 Tallahassee, Florida 32311	Fred Seamon, Senior Partner 850-386-3191 fseamon@mgtamer.com

CITY OF TURLOCK
STATE MANDATE COST CLAIMS CONSULTING SERVICES

FIRM ORGANIZATIONAL STRUCTURE

MGT was organized and incorporated in 1974 under the laws of the state of Florida. We currently employ over 80 professional staff. We are structured as a regular corporation (type C), yet function as a partnership. Partners are designated as Senior Partner, Partner, or Principal. As previously stated, MGT recently acquired PRM which now operates as a wholly owned subsidiary of MGT.

QUALIFICATIONS OF PROPOSED STAFF

Experience and Specific Roles on This Project

We believe our firm is uniquely able to assemble the most experienced, best qualified professional staff for this engagement. MGT proposes to dedicate Ms. Diana Hancock, an experienced consultant and expert in the SB 90 claiming field, to the City of Turlock as Project Manager, with Ms. Cindy Sconce providing project direction and oversight.

Project Director – 14 years experience filing SB 90 claims

Cindy Sconce, Sr. Consultant, MGT of America, Inc.

Introduction & Experience: Ms. Sconce has led and managed numerous consulting projects, large and small, involving project initiation and planning, managing the project, collecting and analyzing data as a result of interview and training sessions, performed quality assurance on deliverables, and project close out.

She has worked with over 150 agencies including cities, counties and special districts on cost accounting and state mandated cost claiming projects. Her range of experience includes:

- Reimbursable California State Mandated Programs (SB 90)
- Government Cost Allocation Plans (OMB Circular A-87)
- Indirect Cost Rate Proposals
- California Legislative Process and Bill Analysis

In addition to her direct work on her consulting engagements, Ms. Sconce was a former presenter for the California State Association of Counties (CSAC) SB 90 Service.

Project Specific Role: Ms. Sconce will be responsible for oversight and direction of the project at an executive level.

Project Manager – 8 years experience filing SB 90 claims

Diana Hancock, Consultant, MGT of America, Inc.

Introduction & Experience: Ms. Hancock has over fifteen years of professional experience in government operations. She has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state

mandated cost claiming projects during her eight-year consulting tenure. Her range of experience includes the following:

- Reimbursable California State Mandated Programs (SB 90)
- Time Studies
- Indirect Cost Rate Proposals
- User Fee Studies
- Proposals

She has worked with over 40 agencies including cities, counties and special districts on state mandated cost claiming projects. A sample of the agencies Ms. Hancock has recently provided cost consulting and SB 90 claiming services include:

- Los Angeles County
- City of Rancho Santa Margarita
- City of San Jose
- City of Alhambra
- City of Irvine
- City of Pasadena
- City of San Fernando
- City of Redondo Beach

Project Specific Role: Ms. Hancock will be responsible for overall coordination and execution of the City of Turlock's engagement. She will conduct the claiming interviews, prepare all claims, provide technical assistance, and meet with the State Controller related to any field audits and negotiations. Ms. Hancock will ensure that all aspects of service delivery are accomplished in the best possible manner and will be available to the City for questions or on-site meetings.

STATE MANDATED COST CLAIMING: SCOPE OF SERVICES

MGT provides true turn-key mandate cost claiming services to its clients, and our approach is based around personal interaction. Our staff is involved with our clients' claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients claiming summaries and data collection guides to assist them to understand all of the eligible components of each program. This process supplements the interviews that our staff conducts to ensure that each department contact understands precisely what data is required, and what the internal deadlines are for submission.

While Turlock may not be at high risk for State Controller field audits given the size of its claims, we believe that part of our job is assisting your departments to understand the appropriate levels of documentation required for each claim filed.

Finally, the project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in Adobe .pdf format and send them to the City for review and signature in advance of the claiming deadline.

Throughout the year, our consultants attend the key meetings with the Commission on State Mandates, the State Controller, Department of Finance and other important stake holders to ensure that we have a thorough understanding of all pending issues and interpretations in the SB 90 area, as well as all upcoming local government reimbursement claims.

PROPOSED PROJECT FEES

FY 2015-16 Annual & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2017, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

Claims Covered	Proposed Fee	Payment Terms
2015-2016 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/16. and 50% on 1/1/17

Option Year 1: FY 2016-2017 Annual Claims & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2018, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

Claims Covered	Proposed Fee	Payment Terms
2016-2017 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/17. and 50% on 1/1/18

Option Year 2: FY 2017-2018 Annual & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2019, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

CITY OF TURLOCK
STATE MANDATE COST CLAIMS CONSULTING SERVICES

Claims Covered	Proposed Fee	Payment Terms
2017-2018 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/18. and 50% on 1/1/19

These fees are all inclusive (no expenses will be charged to the City). There are no caps on number of claims, audit support, or site meetings/visits.

5Q

City Council Synopsis
July 26, 2016

From: Gary R. Hampton, City Manager

Prepared by: Jennifer Land, City Clerk Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, October 7, 2016, in Long Beach, California

2. DISCUSSION OF ISSUE:

Each year, the City is requested to designate a voting delegate and up to two alternate voting delegates for the League of California Cities Annual Business Meeting at the LCC Annual Conference. This year the Conference will be held October 5, 2016 through October 7, 2016, in Long Beach, California. Councilmembers Bill DeHart and Matthew Jacob will be attending the conference and Mayor Soiseth recommends Councilmember Bill DeHart be designated as the City's voting delegate and Councilmember Matthew Jacob be designated as the City's alternate voting delegate at the League of California Cities 2016 Annual Business Meeting to be held on Friday, October 7, 2016, in Long Beach.

3. BASIS FOR RECOMMENDATION:

A) League of California Cities' bylaws require that a city's voting delegate and up to two alternates must be designated by City Council action and cannot be accomplished by individual action of the Mayor or City Manager alone.

B) Designating a voting delegate for the meeting will provide the City of Turlock with a voice in the annual business meeting.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: Effective Leadership

OK for Agenda

General principles:

7. Promote organizational and community engagement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No additional impact to adopted 2016/17 budget. The City Council has budgeted for attendance at this Conference and this action only designates a member to vote on behalf of the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council may decide to not have a voting delegate at the annual meeting. This action is not recommended because it would remove the City's voice at the League's Annual Business Meeting.

1400 K Street
Sacramento, CA 95814
ph: (916) 658-8200
fx: (916) 658-8240

RECEIVED
JUN 28 20
Office of the
City Clerk

LEAGUE OF CALIFORNIA CITIES

WWW.CACITIES.ORG

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE® OF CALIFORNIA CITIES

CITY: TURLOCK

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: Bill DeHart

Title: Council Member

2. VOTING DELEGATE - ALTERNATE

Name: Matthew Jacob

Title: Council Member

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

City Council Synopsis
July 26, 2016

7A

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

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Confirming Diagrams, Assessments, the Engineer's Report, and the Levying and Collection of Assessments as originally proposed for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128

Motion: Approving an Agreement between the County of Stanislaus Auditor-Controller's Office and the City of Turlock to provide administrative services related to the placement of Direct Assessments on the Property Tax Roll for all direct assessment tax codes set forth in the agreement for the City of Turlock and to distribute the taxes collected to the City

2. DISCUSSION OF ISSUE:

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of Assessment Districts and Benefit Assessment Areas. The purpose of assessment districts and benefit assessment areas is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without impacting existing City funds that maintain the streets, landscaping and lighting. Since the enactment of these two Acts the City of Turlock has formed one hundred and ninety two (192) assessment districts and benefit assessment areas with approximately $2.5 million in revenue.

Both the Landscaping and Lighting Act and the Benefit Assessment Act require the filing of an annual report with the County Auditor-Controller's Office to place the assessments on the tax roll. The Acts also requires the Engineer of Work to produce an Engineer's Report detailing the annual costs to each lot of each

OK for Agenda

development. This report provides the costs to maintain and operate the streetlights, landscape maintenance, street sweeping, and future slurry seals on the streets within each assessment district and benefit assessment area.

The proceedings for the filing of the annual reports are conducted over the course of three (3) separate Council meetings. The first meeting was held on June 14, 2016, at which time Council initiated proceedings for filing the annual reports and directed the City Engineer to produce and file the Engineer's Report with the City Clerk. The second meeting was held on June 28, 2016, at which time Council approved the Engineer's Report, as filed, declared the intention to levy and collect assessments and scheduled a public hearing to allow any interested person to speak. In this third and final meeting, Council will conduct the public hearing and upon its conclusion, by resolution confirm the diagrams and assessments for Fiscal Year 2016-17 for filing with the County Auditor-Controller's Office.

In addition to taking actions required under the Landscaping and Lighting Act and the Benefit Assessment Act, the County is also requiring all tax entities that place direct assessments on the tax roll to execute an agreement for direct assessment services. This administrative agreement details the services the County will provide related to the placement of direct assessments on the tax roll, the distribution of the taxes collected, and the charges to the taxing entities for these services. Pursuant to the Direct Assessment Procedures packet the City received from the County and after obtaining clarification from the County Auditor-Controller's Office, City staff understands that this Agreement will be valid until June 30, 2021 and covers all tax codes the City of Turlock currently places on the tax roll. The Agreement is a required document in order for the City to place direct assessments on the County tax roll.

3. BASIS FOR RECOMMENDATION:

A. The Landscaping and Lighting Act and Benefit Assessment Act require an annual report be submitted to the County Auditor-Controller's Office.

B. City will receive funds from the County Auditor for the maintenance of landscaping, City streetlights, trees and streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 : Municipal Infrastructure

General Principles:

4. Transportation infrastructure that serves the needs of the community:
   a. Well maintained local streets and roads.

Policy Goal #6 : Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to ensure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approximately $2,513,000 in revenue to Fund 246 "Landscape District".

The anticipated revenue has been included in Fund 246 of the 2016-17 Budget. The revenue funds the operations and maintenance costs noted above, associated with each of the City's Landscape and Lighting Districts.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The proposed actions are not subject to the provisions in the California Environmental Quality Act (CEQA) as the activities are not a project as defined in Section 15378 of the CEQA Guidelines.

7. ALTERNATIVES:

A. Decline to confirm diagrams, assessments, reports and levy and collect assessments. Staff does not recommend this action since the City utilizes these funds for the maintenance of the streetlights, landscaping, street sweeping and the maintenance of streets within the assessment districts and benefit assessment areas.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING DIAGRAMS, ASSESSMENTS, THE ENGINEER'S REPORT, AND THE LEVYING AND COLLECTION OF ASSESSMENTS AS ORIGINALLY PROPOSED FOR FISCAL YEAR 2016-17 FOR ALL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS AND ALL STREET MAINTENANCE BENEFIT ASSESSMENT AREAS IN THE CITY OF TURLOCK PURSUANT TO RESOLUTION NO. 97-128	}	**RESOLUTION NO. 2016-**

WHEREAS, on the 14th day of June, 2016, the City Council of the City of Turlock adopted Resolution No. 2016-115, initiating proceedings for the filing of the Annual Report for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for the purpose of preparing the annual report for Fiscal Year 2016-17 for all Landscape and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with section 22620) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54703) of Chapter 6.4 of the Benefit Assessment Act of 1982; and

WHEREAS, on the 15th day of June, 2016, the City Engineer filed his report with the City Clerk; and

WHEREAS, on the 28th day of June, 2016, the City Council of the City of Turlock adopted Resolution No. 2016-135, to approve the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Section 22620) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54703) of Chapter 6.4 of the Benefit Assessment Act of 1982; and

WHEREAS, on the 28th day of June, 2016, the City Council of the City of Turlock adopted Resolution No. 2016-136, declaring the City Council's intention to levy and collect assessments for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, pursuant to Streets and Highways Code §22625, Government Code §53753 and §54716, on Tuesday, the 26th day of July, 2016, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock, at its regular meeting, conducted a public hearing on the question of the levying and collecting the proposed annual assessment. The public hearing was held in the Yosemite Room on the 2nd floor of City Hall at 156 S. Broadway, in Turlock, California; and

WHEREAS, all interested persons were afforded the opportunity to hear and be heard; and

WHEREAS, at the public hearing, the City Council considered all oral statements and written protests made or filed by any interested party to the proposed annual assessment. Every person was permitted to present oral and/or written testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock finds that a majority protest does not exist.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby confirm the diagrams, assessments as originally proposed as set forth in the annual report of the Engineer of work and hereby levies the assessment set forth therein for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128; and

BE IT FURTHER RESOLVED the City of Turlock has determined and certifies that the charges are either exempt from or are in compliance with all the provisions of Proposition 218 which was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges; and

BE IT FURTHER RESOLVED that a certified copy of this resolution and report shall be delivered to the County Auditor-Controller's Office for the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of July, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Amberwood	Dewar Estates No. 2
Apple Lane Estates	Dewar Estates No. 3
Arlinda Estates	Dianne Business Park
Ashley Estates	Divine Garden
Asoofi Subdivision	Enterprise Park
Autumn Brook No. 1	Fairbanks Ranch
Autumn Brook No. 2	Ferreira Ranch No. 4
Balboa Park (Fitzpatrick Apartments)	Ferreira Ranch No. 5
Bandera	Ferreira Ranch Est. No. 2
Bandera No. 2	Ferreira Ranch Estates
Baptista Estates	Ferreira Ranch Estates No. 3
Baptista Estates No. 2	Festival
Blue Diamond	Florsheim NEMP (DeLaMotte) for Palermo
Calista Estates	Forest Oak No. 2
Campus Park No. 1,2 ,3	Gabrielle Estates
Campus Vista	Gemstone Estates
Casa Alegre	Gerald Court Estates
Cedarcrest	Glenwood Park
Cedarcrest No. 2	Health & Wellness Center
Centennial Place No. 2	Heartland Estates
Cimmaron No. 1	Heirlooms No. 1
Cimmaron No. 2	Heirlooms No. 2
Claremont Meadows	Heirlooms No. 3
College Plaza PM 04-02	Hervey Estates
Colorado Springs	Huntington Estates
Cottage Park	Huntington Estates No. 2
Countryside No. 2	J&R Investments
Countryside No. 3 & PM01-08	Johnson
Countryside No. 4	Kandola
Countryside Estates	L&M Industrial
Countryside Plaza	Lauren Estates
Danielle Estates	Lauren Estates No. 2
Danielle Estates No. 2	Lauren Estates No. 3 & No. 4
Del's Lane Townhomes	Le Chateaux
Delta National Bank	Legends No. 1 & 2
Dewar Estates	Legends No. 3

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Legends No. 4	PM 05-01 (Emanuel)
Legends No. 6	PM 05-03 (Byung)
Legends No. 7	PM 05-07 (Hawkeye Shopping Center)
Legends North No. 1	PM 05-09 (Lewis)
Legends North No. 2	PM 05-12 Heritage Homes
Legends North No. 4	PM 06-02 McNaughton
Lewis Terrace Estates & PM 04-03	PM 07-06 Kevin Berger
Liberty Industrial Park	PM 11-04 Avena Bella
Makoor Estates	PM 12-01 Moline
Milestone	PM 13-01 Sutter Gould
Montana Ave Industrial Park (Freitas)	PM 14-02 Quong & Jennie Doo
Montana Estates	PM00-03 (Sondeno/Starkweather)
Monte Vista Crossings	PM97-07 (Kennedy/King)
Monte Vista Crossings North	Promenade
Monte Vista Estates	Rhodes Estates
Monte Vista Manor	Rolling Hills
Monte Vista Village	Rose Cottage
Mooneyham Estates	Rose Cottage No. 2
North Sunrise Est No. 4	Rose Cottage No. 3
Northern Sunrise Est No. 2	Rose Walk No. 1
Northern Sunrise Est No. 2A	Rose Walk No. 2, No. 3, No. 4
Northern Sunrise Est No. 3	Rose Walk No. 5
Northern Sunrise Estates	Sierra Oaks Apartments
Northlock Industrial Park	Sondeno, Denny, JackBox
Northview Meadows No. 2	Southern Belle Estates / PM 03-08
Northview Meadows No. 3	Sterling Oaks No. 1
Old Vineyard	Sterling Oaks No. 2
Olive Grove Manor	Sterling Oaks No. 4
Ormi	Sterling Oaks No. 5
PARS (Sara Lane Industrial) Park	Sterling Oaks No. 6
Pereira No. 1 & No. 2	Summerfield
Pereira No. 3	Sun Ridge South
Pinecrest Estates	Swanpark Estates
Pinecrest Estates No. 2	Tamimi
Pinecrest Estates No. 3	Tiffany Park
PM 04-09 (Gwin)	Traditions

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Traditions No. 2	Valley Ventures PM 04-05
Traditions No. 3	Ventana
Traditions No. 4/5	Vermont Villas
Turlock 99 Business Park	Victoria Estates (Commercial)
Turlock Auto Plaza	Victoria Estates (Residential)
Turlock Multi-Family	Villagio (Baptista)
Turlock Park Villas (Commercial)	Voumard No. 1 (Rose Classics)
Turlock Park Villas (Residential)	Voumard No. 2
Turlock Village (Commercial)	Winter Haven
Turlock Village (Residential)	Winter Haven No. 2
US Cold Storage	Wyndfair Estates

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Added Space Comm. Center	Countryside No. 3 & PM01-08
Alpine Estates	Countryside No. 4
Amberwood	Countryside Estates
Anderson Estates	Countryside Plaza
Apple Lane Estates	Danielle Estates
Arbor Estates No. 10	Danielle Estates No. 2
Arlinda Estates	Del's Lane Townhomes
Ashley Estates	Delta National Bank
Asoofi Subdivision	Dewar Estates
Autumn Brook No. 1	Dewar Estates No. 2
Autumn Brook No. 2	Dewar Estates No. 3
Balboa Park (Fitzpatrick Apartments)	Dianne Business Park
Bandera	Divine Garden
Bandera No. 2	Eastbrook Estates
Baptista Estates	Elizabeth Court
Baptista Estates No. 2	Enterprise Park
Berkeley Woods	Fairbanks Ranch
Blue Diamond	Ferreira Ranch No. 4
Bristol Park	Ferreira Ranch No. 5
Calista Estates	Ferreira Ranch Est. No. 2
Cambridge Place No. 6	Ferreira Ranch Estates
Campus Park No. 1,2 ,3	Ferreira Ranch Estates No. 3
Casa Alegre	Festival
Cedarcrest	Florsheim NEMP (DeLaMotte) for Palermo
Cedarcrest No. 2	Forest Oak No. 2
Centennial Place No. 2	Forest Oak Estates
Chakkar Estates No. 2	Gabrielle Estates
Champagne Estates	Gemstone Estates
Christel Estates	Gerald Court Estates
Cimmaron No. 1	Glenwood Park
Cimmaron No. 2	Health & Wellness Center
Claremont Meadows	Heartland Estates
College Plaza PM 04-02	Heirlooms No. 1
Colorado Springs	Heirlooms No. 2
Cottage Park	Heirlooms No. 3
Countryside No. 2	Hervey Estates

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Hollis Manor	North Berkeley Estates
Huntington Estates	North Olive Estates No. 3 & 4
Huntington Estates No. 2	North Sunrise Est No. 4
J&R Investments	Northern Sunrise Est No. 2
Johnson	Northern Sunrise Est No. 2A
Kandola	Northern Sunrise Est No. 3
Kensington Estates	Northern Sunrise Estates
Kirkwood No. 3	Northlock Industrial Park
L&M Industrial	Northview Meadows
Lauren Estates	Northview Meadows No. 2
Lauren Estates No. 2	Northview Meadows No. 3
Lauren Estates No. 3 & No. 4	Oak Park
Le Chateaux	Old Vineyard
Legends No. 1 & 2	Oleander Gardens
Legends No. 3	Ormi
Legends No. 4	PARS (Sara Lane Industrial) Park
Legends No. 6	Pereira No. 1 & No. 2
Legends No. 7	Pereira No. 3
Legends North No. 1	Pinecrest Estates
Legends North No. 2	Pinecrest Estates No. 2
Legends North No. 4	Pinecrest Estates No. 3
Lewis Street Manor	Pineridge Place
Lewis Terrace Estates & PM 04-03	Pleasant Valley Estates
Liberty Industrial Park	PM 04-09 (Gwin)
Linwood No. 3 (Glenwood Est)	PM 05-01 (Emanuel)
Linwood Estates No. 1 & 2	PM 05-03 (Byung)
Makoor Estates	PM 05-07 (Hawkeye Shopping Center)
McDonald Manor	PM 05-09 (Lewis)
Milestone	PM 05-12 Heritage Homes
Montana Ave Industrial Park (Freitas)	PM 06-02 McNaughton
Montana Estates	PM 07-06 Kevin Berger
Monte Vista Crossings	PM 11-04 Avena Bella
Monte Vista Crossings North	PM 12-01 Moline
Monte Vista Estates	PM 13-01 Sutter Gould
Monte Vista Village	PM 14-02 Quong & Jennie Doo
Mooneyham Estates	PM00-03 (Sondeno/Starkweather)

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
PM97-07 (Kennedy/King)	Tiffany Park
Promenade	Traditions
Rhodes Estates	Traditions No. 2
Rolling Hills	Traditions No. 3
Rose Cottage	Traditions No. 4/5
Rose Cottage No. 2	Tuolumne East Estates
Rose Cottage No. 3	Turlock 99 Business Park
Rose Walk No. 1	Turlock Multi-Family
Rose Walk No. 2, No. 3, No. 4	Turlock Park Villas (Commercial)
Rose Walk No. 5	Turlock Park Villas (Residential)
Royal Oaks	Turlock Village (Commercial)
Sierra Oaks Apartments	Turlock Village (Residential)
Silverado Heights	US Cold Storage
Sondeno, Denny, JackBox	Vasconcellos Estates
Southern Belle Estates / PM 03-08	Ventana
Sterling Oaks No. 1	Venture Park
Sterling Oaks No. 2	Vermont Villas
Sterling Oaks No. 4	Victoria Estates (Commercial)
Sterling Oaks No. 5	Victoria Estates (Residential)
Sterling Oaks No. 6	Villa Woods
Stonridge (Silver Oak)	Villagio (Baptista)
Summer Faire	Voumard No. 1 (Rose Classics)
Summerfield	Voumard No. 2
Sun Ridge South	W Main / Walnut
Swanpark Estates	Walnut Acres No. 2
Tamimi	Winter Haven No. 2
Thorsen Estates No. 2	Wyndfair Estates

AGREEMENT FOR DIRECT ASSESSMENT SERVICES

AGENCY Name: City of Turlock
Tax Codes: 58125, 59150, 59160, 61025 and 64050

This Agreement for Direct Assessments ("Agreement") is made and entered into this 26th day of July, 2016, by and between the County of Stanislaus through its Auditor-Controller's Office ("County") and the City of Turlock ("Agency") to provide the service of placement of Direct Assessments on the Property Tax Roll and to distribute those collected to Agency.

WHEREAS, Agency is a city or district located in the County of Stanislaus, and as such, desires to be the recipient of certain services involving Direct Assessments from County; and

WHEREAS, Agency and County wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided, and the compensation, if any, to County for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to Agency may include providing roll information, collecting and distributing Direct Assessment amounts and maintenance of Agency funds in County Treasury; and

WHEREAS, the Government Code provides that County may charge the cost providing said services within certain limits;

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS FOR PURPOSES OF THIS AGREEMENT

The terms hereinafter set forth have the following definitions:

"Direct Assessment" or "Direct Assessments" means special tax, direct charge, special assessments to be levied in each fiscal year within the Agency tax rate area pursuant to the rate and method as defined by the district per California taxation codes.

"Tax Code" means the unique 5-digit number assigned by the County specifically to Agency.

II. DIRECT ASSESSMENT SERVICES AND FEES

A. Direct Assessment Services

County will provide services that include placing direct assessments on the Property Tax Roll and distributing those collected to Agency at the same time and in the same

OK for Agenda

manner as Stanislaus County property taxes are collected and distributed. Agency will adhere to the policies and procedures established by the County as outlined in the Direct Assessment Packet, which is distributed annually to each agency. Please refer to the Direct Assessment Packet for further explanation of services, fees, due dates, and reporting requirements.

B. Fees for Direct Assessment Services

County hereby certifies that the fees charged are for the purpose of recovering costs attributable to the services provided and that said fees do not exceed costs of providing said service. The Direct Assessment packet sets forth each fee charge for each service provided and further explains each fee listed.

County shall charge and collect fees for the following Direct Assessment services:

1. When the Agency requests the parcel information data file containing data for all parcels on the Property Tax Assessment roll within the Tax Rate Areas associated with the Agency.
2. For collection of all Direct Assessments for Agency, County shall charge and collect a fee per assessment and per parcel.
3. For accounting services related to the processing of Direct Assessments, County shall charge and collect a fee per Agency and per Tax Code on those funds in which Direct Assessments are placed in the current tax year.
4. When the Agency requests correction or removal of Direct Assessment after extension of the Property Tax roll, the County will charge and collect a fee per correction or removal per fiscal year.
5. For additional services provided to Agency that are not listed in the Direct Assessment packet.

III. COLLECTION OF FEES

Property tax revenues are reduced by any applicable fees charged. Direct Assessment fees are netted against gross property tax revenue collected once a year on an apportionment distribution, usually in late April. Thereafter, any additional fees that are owed are deducted on the final apportionment distribution of the fiscal year.

IV. ACCOUNTING SERVICES

County maintains a report of direct assessments levied for each fiscal year by Tax Code. These reports, and others, are available on the Stanislaus County Auditor- Controller department website, under the Property Tax Reports section of the Property Taxes and Assessments Division page (www.stancounty.com/auditor/property-tax- division.shtm).

A. Distribution of Direct Assessments

Direct Assessments so levied shall be collected at the same time and in the same manner as County property taxes are collected and then distributed.

1. When the County Treasurer acts as the depository for Agency funds, the taxes and Direct Assessments collected shall be paid into the County Treasury to the Agency's account.
2. When the County Treasurer does not act as the depository for Agency funds, the Direct Assessments collected shall be paid to Agency by County check or electronic funds transfer, net of fees under Section III above.

B. Removal of Direct Assessments

When an Agency desires to correct or remove a Direct Assessment from the Property Tax roll, Agency shall provide written notice for said correction or removal. Written notice shall include the tax years, parcel numbers, and dollar amount requested to be corrected or removed. This written notice shall be signed by one of the Agency's authorized signatories whose name(s) have been previously provided to the County. County may request Agency to provide additional written authority for said correction or removal.

C. Delinquent/Defaulted Direct Assessments

The County will collect and distribute Direct Assessments. Agency may be requested to remove and collect Direct Assessments that are delinquent or in default on parcels for which ad valorem taxes (property taxes) are not assessed and collected.

V. MODIFICATION OF COLLECTION FEES

County reserves the right to annually increase or decrease any fees in proportion to any changes in costs incurred by the County in providing the services described herein, provided that written notice of any increase or decrease in fees is given to Agency on or before May 1 of any year during the term of this Agreement. Parties hereby agree to be bound by the fees calculated and set forth in the annual Direct Assessment packet, and incorporated herein in this Agreement.

VI. AUTHORITY FOR LEVY & COMPLIANCE WITH LAW

The authority of such levy (i.e. resolution, ordinance or election), shall accompany requests for the levy of Direct Assessments. Agency warrants that the taxes, fees, or assessments imposed by Agency and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

Before the Property Tax Roll is extended, the County will require the Agency to submit a completed Certification of Assessment Levy form, which confirms the accuracy of the Direct Assessments to be enrolled.

Agency agrees that its officers, agents, consultants and employees will cooperate with County by answering taxpayer or other individual's inquiries made to Agency concerning Agency's Direct Assessments. Agency agrees that its officers, agents, consultants and employees will not refer taxpayers, or other individuals, who make inquiries, to County officers or employees for responses to questions about Agency's Direct Assessments.

VII. DEFENSE AND INDEMNIFICATION

To the fullest extent permitted by law, Agency and its officers, agents, employees, representatives or consultants shall defend, indemnify and hold harmless County and its officers, agents, employees and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by County or County's officers, agents, employees, and/or representatives. Agency's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any act or omission of the Agency and its officers, agents, employees, representatives, or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

VIII. SEVERABILITY

If any portion of this Agreement, or application thereof, to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if any portion is found in contravention of any federal laws, state or county statutes, ordinances or regulations, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IX. NO CHANGE IN LIABILITY

It is the purpose and intent of the parties not to change their existing legal responsibilities and relationships by virtue of this Agreement. The purposes of this Agreement are to establish the fee schedule set forth in the annual Direct Assessment Packet, together with the description and scheduling of the tasks to be accomplished by each party, which are in accordance with existing provisions of law.

X. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

XI. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

XII. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

XIII. GOVERNING LAWS AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

XIV. TERM OF AGREEMENT

This Agreement constitutes the entire agreement between County and Agency pertaining to the collection of Direct Assessments and accounting services by County. All prior agreements, whether oral or written, between County and Agency pertaining to the services for collection and distribution of Direct Assessments are hereby terminated effective immediately upon full execution of this Agreement.

The term of this Agreement shall be from the date set forth in the first paragraph of this Agreement and continue through June 30, 2021, unless otherwise terminated. In the last six months of the final year of this Agreement the parties may enter into a new agreement for future services.

Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) day written notice to the other party on or before March 1 of any year during the term of this Agreement.

County of Stanislaus, Department of Auditor-Controller

By: _____
Lauren Klein, CPA, Auditor-Controller

Date: _____

_____ City of Turlock _____

By: _____

Printed Name: _____

Title: _____
(Agency Management)

Date: _____

APPROVED AS TO FORM:

John P. Doering, County Counsel

By _____
, Deputy County Counsel

8A

City Council Synopsis

July 26, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing approval of the Assyrian Fest 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by the Holy Apostolic Catholic Assyrian Church of the East, on Saturday, August 27, 2016 from 7:00 a.m. to 10:00 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the event

2. DISCUSSION OF ISSUE:

On April 30, 2016, applicant Shamiran Brown of the Holy Apostolic Catholic Assyrian Church of the East submitted a Special Event Permit Application to the Parks, Recreation and Public Facilities Department. The proposed event is a 5K Walk/Run to be held as part of the Assyrian Festival on August 27, 2016 from 7:00 a.m. to 10:00 a.m. The proposed route will begin at the Fairgrounds, travel North on Soderquist Road, West on Fulkerth Road, South on Joett Drive, and East between Joett Drive and Soderquist Road, utilizing the sidewalks between Summerfaire Park and the fairgrounds parking lot. This route will only use the sidewalks surrounding the park and will be traveled twice to accomplish the distance needed for the run. Street closures are not required for this event.

The event coordinator has been given direction by City staff to inform all participants they must follow all traffic laws. City staff has directed the event coordinator to have highly visible volunteers (to motorists and 5K participants), at all legal and/or marked crossings. Volunteers are not to direct traffic in any capacity and should only serve as a warning. This event is proposed to be positive in nature. The applicant will be required to maintain emergency access through the event area as directed by the Fire Marshal. The applicant will also be required to notify property owners adjacent to the park about the public hearing for the proposed event.

OK for Agenda

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed the route requested.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
#5. Promote and support tourism.

Action Item:
#3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the event, with required conditions, will provide for pedestrian safety and the lack of approval may result in the cancelation or relocation of the specified event.

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

EVENT PERMIT APPLICATION

For City Park, Sports Complex or Buildings

A. GENERAL INFORMATION

NAME/NATURE OF EVENT: ASSYRIAN FEST 5K WALK/RUN
(A brief description and name of the event)

PROPOSED DATE OF EVENT: 08-27-2016 ESTIMATED ATTENDANCE: 100

STARTING TIME: 7:00 AM (Including set-up time) ENDING TIME: 10:00 AM (Including clean-up time)

ORGANIZATION (if applicable): Holy Apostolic Catholic Assyrian Church of the East EMAIL: sham_brown@hotmail.com

MAIN CONTACT: Shamiran Brown Date of Birth 12/04/1964

HOME PHONE: 209 527 4082 (Must be at least 18 years of age) DAY PHONE: 209 872-2882

MAILING ADDRESS: 3700 Northampton Lane

CITY: Modesto STATE: CA ZIP: 95356

B. EVENT CONTACTS

Person in charge at event: Name: Shamiran BROWN Phone: 209 872 2882
Address/City/State/Zip: 3700 Northampton Lane Modesto CA 95356
Sponsoring Organization: Name: _____ Phone: _____
Address/City/State/Zip: _____
Head of Organization: Name: Church of The East Phone: 209 534-4455
Address/City/State/Zip: 1457 Mable Avenue Modesto CA 95355

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: _____

The following items must be submitted along with your application:

Detailed Map of the Special Event (see Supplemental Application) ☒ YES ☐ NO

A list of any street/course monitors that will be employed during the event ☒ YES ☐ NO

D. EVENT SECURITY

Security Information:

Have you made arrangements for Security? ☐ YES ☒ NO

If yes, who will you be using?

Name of Company: _____

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Item Checklist

Please circle each item that will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER".

ITEM	***YES or NO***		***PLEASE DESCRIBE ALL ITEMS CHECKED "YES"***
Animals	YES	NO	
Alcohol Beverages	YES	NO	
Automobiles/Trucks	YES	NO	
Bicycles/Foot Races	YES	NO	3.1 miles - 5K Walk/Run
Booths/Stands	YES	NO	Tables for people to sign in
Concessions	YES	NO	Free snacks/refreshments for participani
Dance/Party/Concert	YES	NO	
Emergency Vehicle Access	YES	NO	
Food Supplies/Sales	YES	NO	
Medical/First Aid Stations	YES	NO	First aid kit and water
Music/Amplified Sound	YES	NO	mobile / thru cell phone
Parking	YES	NO	
Police/Security	YES	NO	
Rides/Bounce House	YES	NO	
Tents/Canopies	YES	NO	
City Property/Equipment *(Used or rented)*	YES	NO	
Sanitation	YES	NO	

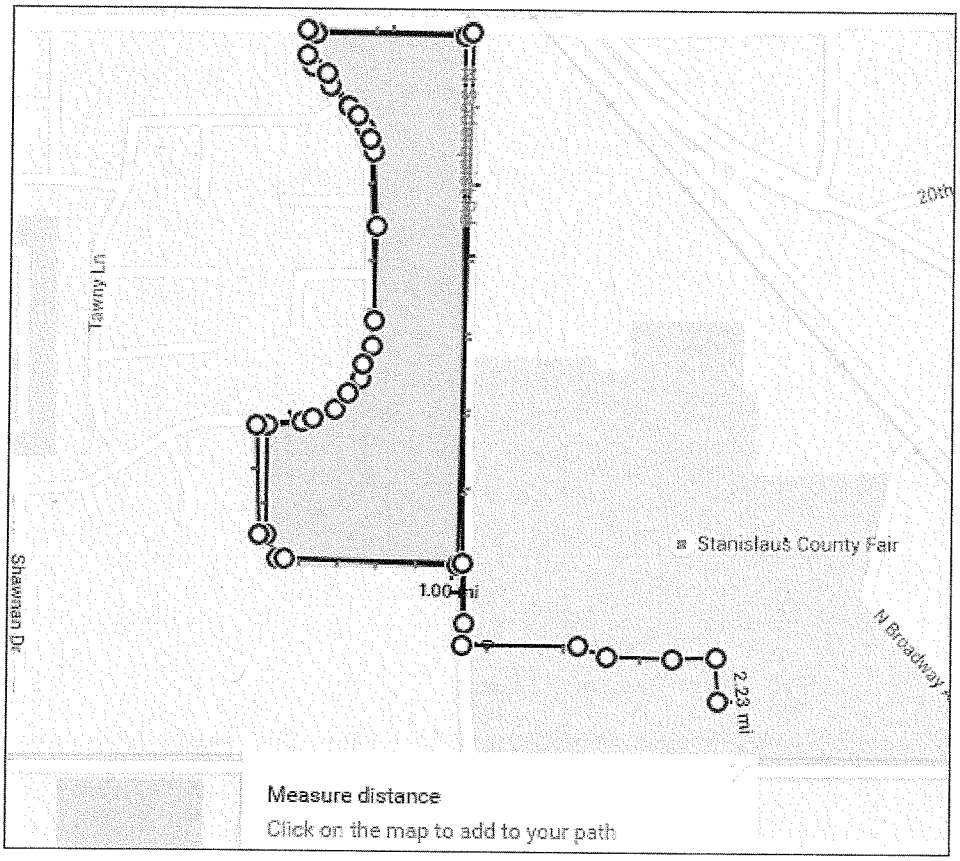
(Portable restrooms & water) If yes, please complete: They have restrooms at the fair-ground

Number of port-a-toilets 0 Number of ADA accessible rest rooms 2

Setup Time: _____ Pickup Time: _____

OTHER	YES	NO	

Initials sb Date 04/30/2016


20th
Stanislaus County Fair
N Broadway
2.23 mi
1.00 mi
Tawny Ln
Shawnan Dr
Measure distance
Click on the map to add to your path

144 S Broadway
Turlock, CA 95380

Application Number: _____

Telephone: (209) 668-5594
Fax: (209) 668-5619

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

To the greatest extent permitted by law, Permittee,

SHAMIRAN BROWN,

[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Turlock 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, resulting from or in any manner related to, the granting of the attached special event permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

SIGNATURE: Shamiran Brown DATE: 04/30/2016

SIGNATURE: _____ DATE: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

PRE-EVENT CHECKLIST

To properly schedule the event the following "Required" items must be prior to the event.

Event Date: August 27, 2016
Event Name: ASSYRIAN FEST 5K Walk/Run
Location: 1101 N. ~~Sod~~ SODERQUIST ROAD, TURLOCK CA 95380
Contact Person: Shamiran BROWN Phone: 209 872 2882

REQUIRED ***COMPLETED***

Recreation Division

☐ ☐ **INSURANCE REQUIREMENTS:**
Renter must provide a $1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 days before the event and Renter's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)

☐ ☐ NOT applicable **ALCOHOL BEVERAGES SOLD:** All Alcohol must remain inside the facility.
A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Recreation Division office to present to ABC prior to applying for liquor permit. There is a two- (2) week waiting period for the letter of permission.
Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

☐ ☐ NO **Security Guard Requirement:**
Security Guards are required when Alcohol is served.
1 guard is required for every 100 persons at the event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

☐ ☐ NO **Food Selling/Concessions Permit**

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Form Authorization Certificate

Please Complete the Following Information

Event Name: Assyrian Fest 5K Walk/Run

Event Location: Starts at the Fairgrounds and goes through residentia streets

Event Contact Name:: Shamiran Brown Date of Birth: 12/04/64

Contact Address: 3700 Northampton Lane

City: Modesto Zip Code: 95356 Phone: 209 872 2882

To Be Completed By City Personnel Only

Authorization Date: _____

Department	***Description of Costs***	***Fee***
☐ *Police Services*		$
☐ *Recreation Services*		$
☐ *Engineering*		$
☐ *City Fire Services*		$
☐ *Municipal Services*		$
☐ *Business Licenses*		$

TOTAL EVENT COST: $

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature: _____ ***Position*** _____