

City Council Agenda



OCTOBER 25, 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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

- A. *Proclamation:* "Movember" Men's Health Movement, November 2016, supported by Turlock Police Department
- B. *Presentation:* California State University Stanislaus 100 Citizens Program, presented by Dr. Jeffrey Bernard, Assistant Professor, Department of Kinesiology and Channing Wilson, Kinesiology Student

3. A. SPECIAL BRIEFINGS

- 1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriel Mostajo, Student Government Relations Coordinator

B. STAFF UPDATES

1. Pet of the Month (*Animal Control*)
2. Public Safety Briefing (*Amirfar/Talloni*)
3. Halloween Safety Tips (*Amirfar*)
4. Fiscal Year 2015-16 Budget Closeout and General Fund Reserve Update (*Jacobs-Hunter*)

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 9/22/16 in the amount of \$874,325.97
- B. Motion: Accepting Minutes of Regular Meeting of October 11, 2016
- C. Motion: Approving Contract Change Order No. 1, in the amount of \$5,717.59, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue," bringing the contract total to \$695,129.87
- D. Motion: Approving Amendment No. 2 to an Agreement with Nelson\Nygaard Consulting Associates, Inc., of San Francisco, California, for evaluation services associated with City Project No. 14-75 "Short Range Transit Plan," extending the term of agreement for an additional six (6) months
- E. Motion: Approving Contract Change Order No. 1, in the amount of \$38,271.23 (Fund 269), for City Project No. 15-43 "Montana Neighborhood Park," bringing the contract total to \$585,709.73
- F. Motion: Approving a Retainer Agreement with GWLand Associates, Inc., of Sausalito, California, for right-of-way and property appraisal services, for Fiscal Years 2016-19, under City Project No. 16-44 "Retainer Agreement for Right-of-Way and Property Appraisal Services," in an amount not to exceed \$150,000
- G. 1. Resolution: Determining the purchase and installation of telecommunication hardware and support services is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

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2. Resolution: Approving a sole source procurement with Packet Fusion, Inc., of Pleasanton, California, for phone call recording equipment and prorated premium partner support services for Transit Operations, without compliance to bidding requirements in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code, in an amount not to exceed \$7,471
- H. Motion: Approving a Lien Agreement between the City of Turlock and Valley Milk Real Estates Holding, LLC (owner of 400 North Washington Road, Turlock, California) for deferred payment of Development Impact Fees
- I. Motion: Awarding RFP No. 16-359 and Contract No. 16-142 to Precision Emprise, Inc., Dba Precision Concrete Cutting of Sacramento, for sidewalk trip hazard removal projects for the City of Turlock, in an annual amount not to exceed \$45,000 and a total amount of \$135,000 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-359 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- J. Motion: Awarding RFP No. 16-371 and Contract No. 16-143 to A & A Portables, Inc. for rental of portable toilets to be placed at Pedretti Park and for use at special events for the City of Turlock, in an amount not to exceed \$37,596 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-371 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- K. Resolution: Re-appropriating unspent funds of \$27,000 from Fiscal Year 2015-16 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of one (1) New Holland 2 WD ROPS Tractor
- L. Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation Division of Aeronautics for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project
- M. Resolution: Approving modifications to the job description for the position of Senior Recreation Supervisor and changing the job title to Parks, Recreation and Public Facilities Supervisor, effective October 25, 2016
- N. 1. Resolution: Determining the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines
2. Resolution: Authorizing the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for pedestrian safety, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, on Friday, November 25, 2016 from 1:00 p.m. to 8:00 p.m.
- O. 1. Resolution: Determining the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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2. Resolution: Authorizing the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, on Friday, December 2, 2016 during specified times
3. Resolution: Authorizing the City Manager to approve any future Special Event Permit and associated temporary closure of certain streets for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December at specified times, in accordance with California Vehicle Code Section 21101(e)
- P. Resolution: Appropriating \$108,750 to account number 413-51-536.47061 "Capacity Reimbursement" from Fund 413 "WQC – Capital Expansion" reserve balance for the reimbursement of the wastewater capacity relinquished by Olivewood, LLC (aka D Street Foods), as approved by the City Council on September 13, 2016
- Q. 1. Motion: Approving an Agreement between the City of Turlock and Huntington Court Reporters to provide transcription services for the Turlock Police Department, in an annual amount not to exceed \$60,000, without compliance to formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
2. Resolution: Appropriating \$15,000 to 110-20-210.43213 "Transcription Services" from Fund 110 "General Fund" reserve balance for transcription services with Huntington Court Reporters
- R. Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock, the Stanislaus County District Attorney's Office, and the Department of Justice Bureau of Forensic Services outlining the procedures for proper handling of Rapid DNA Service (RADS) analysis for sexual assault cases, and authorizing the Mayor, City Manager, or designee to sign the agreement
- S. Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and the commitments necessary to administer Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$30,006, and appropriating said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 341 "JAG" for Fiscal Year 2016-17
- T. Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Randik Paper Company for the purchase of janitorial paper and cleaning supplies, increasing the compensation to an annual amount of \$21,000 during the term of the existing contract
- U. Resolution: Approving the grant contract with the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of \$40,000 to partially fund two (2) Ford Fusion hybrid vehicles, with the grant funding \$20,000 of the \$33,877 cost per vehicle

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

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.

8. SCHEDULED MATTERS

- A. Request to accept a report on the implementation of the City's Collision Reduction Strategy. (*York*)

Recommended Action:

Motion: Accepting a report on the implementation of the City's Collision Reduction Strategy

- B. Request to authorize execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project. (*Van Guilder*)

Recommended Action:

Resolution: Authorizing execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project

- C. Request to accept the updated Water Rate Study and affirming the January 2017 water rate increase. (*Reynolds*)

Recommended Action:

Motion: Accepting the updated Water Rate Study and affirming the January 2017 water rate increase

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

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019 and will be brought back to the City Council no earlier than December 13, 2016, unless otherwise specified by the Mayor or a majority of the Council.

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

IN HONOR OF
MOVEMBER MEN'S HEALTH MOVEMENT
NOVEMBER 2016

WHEREAS, the Movember Foundation is a global charity committed to men living happier, healthier, longer lives; and

WHEREAS, since 2003, millions have joined the men's health movement, raising over \$650 million and funding over 1,200 men's health programs focusing on prostate cancer, testicular cancer, poor mental health, and physical activity; and

WHEREAS, gender is one of the strongest and most consistent predictors of health and life expectancy with men, on average, dying 6 years earlier than women; and

WHEREAS, poor mental health affects men more than women with three quarters of suicides being committed by men and estimates of 510,000 men dying from suicide globally each year; and

WHEREAS, the impact of prostate and testicular cancer on lives is substantial, with prostate cancer being the second most common cancer in men worldwide and the number of cases expected to almost double to 1.7 million cases by 2030; and

WHEREAS, to assist the Movember Foundation bring attention to men's health, Mo Bros and Mo Sistas from across the globe become a united voice every Movember, bringing vital funding and attention to the hidden men's health crisis; and

WHEREAS, this Movember, members of the Turlock Police Department have the opportunity to support this men's health movement by wearing specially designed wristbands and lapel pins as part of their uniform in November; and

WHEREAS, in addition, other City staff members are authorized and encouraged to wear the wristbands and lapel pins throughout the month of November; and

WHEREAS, any member of the public may join in this important cause by purchasing and wearing one of these wristbands, lapel pins, or t-shirts with one hundred percent of the proceeds being donated to the Movember Foundation.

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 proclaim November 2016, as "**MOVEMBER MEN'S HEALTH MOVEMENT MONTH**" in the City of Turlock and urge all citizens to join with Turlock Police Officers in their annual campaign to raise awareness and support for this worthy cause.

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 25th day of October, 2016.

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

4B,

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

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

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382

SAMRAN & SONS FARMING CO
4111 MOUNTAIN VIEW ROAD
TURLOCK, CA 95382

MARIA SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

MY GLOBAL REALTY
621 14TH STREET STE E
MODESTO, CA 95354

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

RECEIVED

SEP 29 2016

Office of the
City Clerk

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

RECEIVED 4B3

JUL 18 2016

Office of the
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

RECEIVED 4B4

July 26, 2016

JUL 18 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

Office of the
City Clerk

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

RECEIVED **LIBS**

JUL 12 2016

Office of the
City Clerk

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 09/22/16 IN THE }
AMOUNT OF \$874,325.97 }
_____ }

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:
09/22/16	\$874,325.97

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

OK for Agenda
[Signature]

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108622	09/20/2016	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice			Description			Amount		
	9/15/16 Payroll		09/20/2016	9/15/16 Payroll - Deduction			\$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$142.00		
108623	09/20/2016	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$430.17		
	Invoice			Description			Amount		
	9/15/16 Payroll		09/20/2016	9/15/16 Payroll - Deduction			\$430.17		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$430.17		
108624	09/20/2016	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice			Description			Amount		
	9/15/16 Payroll		09/20/2016	9/15/16 Payroll - Deduction			\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
108625	09/20/2016	Open			Utility Management Refund	ARROYO, MARTIN	\$103.75		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		766569-002	MOVE-OUT CREDIT	09/20/2016	Refund	\$103.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$103.75		
108626	09/20/2016	Open			Utility Management Refund	CENTRAL VALLEY PROPERTY MANAGEMENT	\$83.62		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		179191-004	MOVE-OUT CREDIT	09/20/2016	Refund	\$83.62		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$83.62		
108627	09/20/2016	Open			Utility Management Refund	CHANG, LILY	\$565.38		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		817333-002	MOVE-OUT CREDIT	09/20/2016	Refund	\$565.38		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$565.38		
108628	09/20/2016	Open			Utility Management Refund	ECK, CHARLES	\$195.39		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		817333-002	MOVE-OUT CREDIT	09/20/2016	Refund	\$195.39		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$195.39		

5A

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	125873-002	MOVE-OUT CREDIT Cash Account	09/20/2016	Refund	\$195.39
420 - WATER		420.11000 (Cash)			
108629	09/20/2016	Open	Utility Management Refund	MC ROY WILBUR COMMUNITIES, INC.	\$34.64
Single Family Res Metered Paying Fund	000670-001	MOVE-OUT CREDIT Cash Account	09/20/2016	Refund	\$34.64
420 - WATER		420.11000 (Cash)			
108630	09/20/2016	Open	Utility Management Refund	SANCHEZ, GLADYS	\$149.72
Single Family Res Metered Paying Fund	228141-002	MOVE-OUT CREDIT Cash Account	09/20/2016	Refund	\$149.72
420 - WATER		420.11000 (Cash)			
108631	09/20/2016	Open	Utility Management Refund	ZAMORA, ALFONSO	\$103.54
Single Family Res Metered Paying Fund	213195-006	MOVE-OUT CREDIT Cash Account	09/20/2016	Refund	\$103.54
420 - WATER		420.11000 (Cash)			
108632	09/22/2016	Open	Accounts Payable	AFLAC	\$5,429.24
Invoice	755893	AFLAC- Individual: Sep 2016 Premiums			\$5,429.24
Paying Fund		Cash Account			\$5,429.24
104 - Payroll Clearing Fund		104.11000 (Cash)			
Single Family Res Metered Paying Fund	09/22/2016	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.44
Invoice	1514361	COPIES, SUPPLIES, MISC SVS			\$274.44
Paying Fund		Cash Account			\$274.44
502 - Engineering		502.11000 (Cash)			
Single Family Res Metered Paying Fund	09/19/2016	Open	Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	\$456.12
Invoice	1500-00086498	DOT DRUM SET-UP & DELIVERY			\$456.12
Paying Fund		Cash Account			\$456.12
217 - Streets - Gas Tax		217.11000 (Cash)			

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Accounts Payable	ASSOC RIGHT OF WAY SERV	Amount
108635	09/22/2016	Open			\$375.00
Invoice					
000000014528	09/13/2016	SR01, 13-65 INTERS IMPROV AT N OLIVE AND WAYSIDE			\$375.00
Paying Fund		Cash Account			Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)			\$375.00
108636	09/22/2016	Open			\$46.66
Invoice					
992507796X092016	09/15/2016	992507796 / PD-IT Line		AT&T MOBILITY	Amount
Paying Fund		Cash Account			\$46.66
110 - General Fund		110.11000 (Cash)			\$46.66
108637	09/22/2016	Open			\$33.29
Invoice					
PD - 9/7/16	09/15/2016	Acct# 234 371-3447 543 0/ Police Dept		AT&T/SBC	Amount
Paying Fund		Cash Account			\$33.29
110 - General Fund		110.11000 (Cash)			\$33.29
108638	09/22/2016	Open			\$708.75
Invoice					
372013	09/15/2016	MICROCHIPS #S 01492291 TO 01492295		AVID IDENTIFICATION INC	Amount
Paying Fund		Cash Account			\$708.75
110 - General Fund		110.11000 (Cash)			\$708.75
108639	09/22/2016	Open			\$5,880.00
Invoice					
16090-1	09/13/2016	SR16-02, 0828 FULKERTH/99 APPRAISALS, RW ACQUISITIONS		BENDER ROSENTHAL, INC.	Amount
Paying Fund		Cash Account			\$5,880.00
305 - Capital Facility Fees		305.11000 (Cash)			\$5,880.00
108640	09/22/2016	Open			\$10.76
Invoice					
35196350001	09/19/2016	HC160 FLOAT 12 X 3 1/2 WOOD		BLUELINE RENTAL LLC	Amount
Paying Fund		Cash Account			\$10.76
420 - WATER		420.11000 (Cash)			\$10.76
108641	09/22/2016	Open			\$20.15
Invoice					
730981	09/19/2016	CL90-840 STUD, LUG NUT		BONANDER TRUCKS	Amount
Paying Fund		Cash Account			\$20.15
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$20.15

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Accounts Payable	Amount
108642	09/22/2016	Open	BUREAU VERITAS NO AMERICA	\$28,781.41
1332624	09/14/2016	PLAN CHECK SERVICES FOR VALLEY MILK DAIRY DRYER FACILITY		\$22,818.75
1332390	09/14/2016	PLAN CHECK SERVICES FOR BP#16-0680		\$1,812.00
1332388	09/14/2016	PLAN CHECK SERVICES FOR BP#16-0717		\$2,921.58
1329317	09/14/2016	PLAN CHECK SERVICES FOR BP#15-0489-15-0491		\$254.74
1329309	09/14/2016	PLAN CHECK SERVICES FOR VALLEY MILK DAIRY DRYER FACILITY		\$3,505.00
1328362	09/14/2016	New Whrse Biding-plan review		\$1,520.85
1320758-C	09/14/2016	Credit Memo-for previous invoices		(\$4,051.51)
Paying Fund		Cash Account		Amount
405 - Building		405.11000 (Cash)		\$28,781.41
108643	09/22/2016	Open	CALIFORNIA STATE CONTROLLERS OFFICE	\$100.00
6-30-2016	09/22/2016	Processing Fee - annual audit confirmation		\$100.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$100.00
108644	09/22/2016	Open	CAROLLO ENGINEERS	\$128,892.37
0151970	09/13/2016	15-39A CLARIFIER NO. 5		\$37,467.13
0151834	09/13/2016	15-39B RWQCF DENITRIFICATION		\$91,425.24
Paying Fund		Cash Account		Amount
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		\$128,892.37
108645	09/22/2016	Open	CHARTER COMMUNICATIONS	\$673.97
0465535 - 9/12/16	09/15/2016	8203 13 001 0465535 / Admin Internet		\$69.98
0072829 - 9/12/16	09/15/2016	8203 13 005 0072829 / Muni Internet		\$60.00
0461088 - 9/12/16	09/15/2016	8203 13 001 0461088 / City Hall		\$399.00
0695883 - 9/16/16	09/15/2016	8203 13 001 0695883 / 901 S Walnut Rd (WQC)		\$84.99
0763228 - 9/15/16	09/15/2016	8203 13 001 0763228 / IT Internet		\$60.00
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
09/22/2016	Open		CITY OF MODESTO	\$38,889.00
Invoice		Description		Amount
79998	06/30/2016	SDEA 3RD & 4TH QUARTER CONTRIBUTION		\$38,889.00

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Paying Fund	Date	Description	Accounts Payable	Amount
110 - General Fund		Cash Account		\$38,889.00
		110.11000 (Cash)		
108647	09/22/2016	Open	CITY OF TURLOCK - CASH	\$324.28
Invoice				
9/16/16 REPLIN	09/16/2016	FINAR-REPLENISH PETTY CASH - 9/16/16		\$324.28
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$103.64
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$32.50
420 - WATER		420.11000 (Cash)		\$99.07
426 - Transit - Fixed Route		426.11000 (Cash)		\$20.22
501 - Information Technology		501.11000 (Cash)		\$63.85
502 - Engineering		502.11000 (Cash)		\$5.00
108648	09/22/2016	Open	CLARK PEST CONTROL INC	\$6,922.00
Invoice				
18639382	09/19/2016	GOLDEN STATE BLVD 21.34 AC		\$469.00
18639383	09/19/2016	GOLDEN STATE BASIN 14 AC		\$308.00
18639385	09/19/2016	PICARD STORM BASIN 1 AC		\$22.00
18639386	09/19/2016	C ST 1 AC		\$22.00
18639854	09/19/2016	DIANNE BASIN		\$330.00
18639388	09/19/2016	NORTHFIELD WALNUT & KILROY		\$110.00
18639389	09/19/2016	GOLDEN STATE EAST BASIN 1 AC		\$22.00
18639384	09/19/2016	WQC 76 AC		\$1,672.00
18639419	09/19/2016	LINWOOD/KILROY		\$66.00
18769512	09/19/2016	GOLDEN STATE BLVD 21.34 AC AUGUST		\$469.00
18769513	09/19/2016	AUGUST GOLDEN STATE STORM BASIN 14 AC		\$308.00
18639421	09/19/2016	JULY SVCS, S WALNUT BEHIND KELSO'S		\$440.00
18769515	09/19/2016	AUGUST PICARD STORM BASIN		\$22.00
18769516	09/19/2016	AUGUST C ST 1 AC		\$22.00
18769899	09/19/2016	AUGUST DIANNE BASIN		\$330.00
18769517	09/19/2016	AUGUST NORTHFIELD/WALNUT & KILROY		\$110.00
18769518	09/19/2016	AUGUST GOLDEN STATE EAST BASIN		\$22.00
18769514	09/19/2016	AUGUST WQC		\$1,672.00
18769548	09/19/2016	AUGUST LINWOOD/KILROY		\$66.00
18769550	09/19/2016	AUGUST 512 S KILROY, BEHIND KELSO'S		\$440.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$938.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$5,544.00
420 - WATER		420.11000 (Cash)		\$440.00
108649	09/22/2016	Open	COMBINED BENEFITS ADMINISTRATORS	\$158,151.12
Invoice				

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9/14/16-FY 15/16	06/30/2016	Ck Run for 9/14/16 FY 15/16			\$4,187.25
9/14/16-FY 16/17	09/14/2016	Ck Run for 9/14/16 FY 16/17			\$114,716.56
9/15/16-PR	09/21/2016	9/15/16-PR-Dependent Care/Flex Med			\$6,595.23
Ck Run 9/21/16	09/21/2016	Ck Run for 9/21/16 FY 16/17			\$32,281.52
Ck Run 9/21/16-2	06/30/2016	Ck Run for 9/21/16 FY 15/16			\$370.56
Paying Fund		Cash Account		Amount	
511 - Health Care		511.11000 (Cash)			\$158,151.12

108650 09/22/2016 Open Invoice 045512 09/15/2016 ADD OR REMOVE PATCHES FOR SHIRT/HAT \$7.21

Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)			\$7.21

108651 09/22/2016 Open Invoice RMA-2017-0105 09/19/2016 2016/2017 2nd Quarter Deposits \$192,928.00

Paying Fund		Cash Account		Amount	
512 - Casualty Insurance		512.11000 (Cash)			\$178,658.00

108652 09/22/2016 Open Invoice 003-61116 09/16/2016 CL04-838A FOR GENSET \$765.10

Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$765.10

108653 09/22/2016 Open Invoice S1334682 09/20/2016 Autodesk AutoCAD Civil 3D 2017 Government Maint. \$3,900.12

Paying Fund		Cash Account		Amount	
502 - Engineering		502.11000 (Cash)			\$3,900.12

108654 09/22/2016 Open Invoice AUG 2016 09/12/2016 August Invoice \$1,814.40

Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)			\$1,814.40

108655 09/22/2016 Open Invoice 10693467 09/15/2016 AUGUST TNET RENTAL - 1 CAR ONLY \$845.39

Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)			\$845.39

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 110.11000 (Cash) \$845.39

Invoice	Date	Description	Accounts Payable	EQUIFAX	Amount
108656	09/22/2016	Open			\$18.65
9874389	09/15/2016	BACKGROUND CHECKS			\$18.65
		Cash Account			Amount
		110.11000 (Cash)			\$18.65
108657	09/22/2016	Open			\$1,812.80
30961	09/19/2016	Staff Shirts			\$1,812.80
		Cash Account			Amount
		110.11000 (Cash)			\$258.98
		270.11000 (Cash)			\$1,553.82
108658	09/22/2016	Open			\$668.50
		FASTENAL COMPANY INC			Amount
CATUR125401	09/19/2016	HIGH RISK GLOVES			\$234.19
CATUR125492	09/19/2016	HIGH RISK GLOVES			\$234.19
CATUR120025	09/19/2016	EYE-EYE SLING			\$200.12
		Cash Account			Amount
		410.11000 (Cash)			\$468.38
		420.11000 (Cash)			\$200.12
108659	09/22/2016	Open			\$50.99
		FEDERAL EXPRESS			Amount
6-654-86299	09/15/2016	Shipping Charges - Server/Storage project			\$50.99
		Cash Account			Amount
		242.11000 (Cash)			\$50.99
108660	09/22/2016	Open			\$7.37
		GARTON TRACTOR INC			Amount
CT81201	09/19/2016	KEY			\$7.37
		Cash Account			Amount
		420.11000 (Cash)			\$7.37
108661	09/22/2016	Open			\$906.74
		GOMES & SONS INC, JOE M			Amount
819575	09/19/2016	GOMES & SONS - FOR LUBRICATION SUPPLIES			\$906.74
		Cash Account			Amount
		420.11000 (Cash)			\$906.74
108662	09/22/2016	Open			\$2,095.03
		GRAINGER INC, W W			Amount

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Invoice	Date	Description	Amount
9198425754	09/19/2016	IMPACT UNIVERSAL JOINT	\$57.96
9188023700	09/19/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$218.19
9142569152	09/19/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$292.72
9182120130	09/19/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$932.61
9136264562	09/19/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$281.89
9122503114	09/19/2016	PVC PIPE FOR WQC	\$54.11
9208982133	09/19/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$197.63
9212918008	09/19/2016	EXTERIOR THROTTLE CABLES	\$59.92
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2,095.03
108663	09/22/2016	Open	Accounts Payable
Invoice		DESCRIPTION	Amount
67495	09/19/2016	PRINTING SVCS FOR GO GREEN WEEK	\$538.13
Paying Fund		CALENDARS	Amount
204 - AB 939 Integrated Waste Mgmt		Cash Account	\$538.13
204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	
108664	09/22/2016	Open	Accounts Payable
Invoice		DESCRIPTION	Amount
143949	09/19/2016	HOSE, NOZZLE GUN FOR WQC	\$217.04
149659	09/19/2016	WQC SUPPLIES	\$489.85
150011	09/19/2016	WQC SUPPLIES	\$471.25
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,178.14
108665	09/22/2016	Open	Accounts Payable
Invoice		DESCRIPTION	Amount
0153040-IN	09/16/2016	SUBMERSIBLE PUMP	\$731.71
0153068-IN	09/16/2016	AIR STRIPPER REPLACEMENT PUMP MOTOR	\$780.28
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$1,511.99
108666	09/22/2016	Open	Accounts Payable
Invoice		DESCRIPTION	Amount
S102919209.001	09/19/2016	RELAYS FOR CNG	\$47.75
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$47.75
108667	09/22/2016	Open	Accounts Payable
Invoice		DESCRIPTION	Amount
		INDEPENDENT ELECTRIC INC	\$47.75
		ITRON INC	\$9,133.24

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Invoice	Date	Description	Amount
419119	09/19/2016	JULY 2016 HOSTING SERVICES	\$2,243.17
422128	09/19/2016	AUGUST 2016 HOSTING SERVICES	\$2,243.16
419009	09/19/2016	JULY 2016 HARDWARE MAINTENANCE	\$2,314.02
425432	09/19/2016	SEPTEMBER 2016 HOSTING SERVICES	\$2,332.89
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$9,133.24
108668	09/22/2016	Open	\$1,629.45
Invoice		Accounts Payable	J A MOMANEY SERVICES INC
82442	09/16/2016	12" RED BALL LED	\$365.93
82443	09/16/2016	8" RED BALL LED	\$275.52
82747	09/16/2016	12" GREEN BALL LED, 8" YELLOW BALL LED	\$499.38
82918	09/16/2016	POST TOP PPB W/ BIKE LEFT ARROW ADA	\$269.06
82919	09/16/2016	12" YELLOW BALL LED	\$219.56
Paying Fund		Cash Account	Amount
216 - Streets - Local Transportation		216.11000 (Cash)	\$1,629.45
108669	09/22/2016	Open	\$7,720.00
Invoice		Accounts Payable	JOHNSON CONTROLS INC
1-37755293641	09/15/2016	PSF SERVICE AGREEMENT 8/11/16 TO 8/10/17	\$7,720.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$7,720.00
108670	09/22/2016	Open	\$200.00
Invoice		Accounts Payable	JORGENSEN & CO INC
5612599	09/19/2016	SERVICE ANSUL SYSTEM IN SENIOR CENTER	\$200.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$200.00
108671	09/22/2016	Open	\$165.01
Invoice		Accounts Payable	JUSTUS LAWNMOWER SHOP INC
407745	09/19/2016	ECHO LAWN EDGER FOR TRSC	\$69.79
407744	09/19/2016	ECHO PE 266 FOR PARKS	\$55.22
407752	09/19/2016	ECHO LINE TRIMMER STREETS	\$20.00
407751	09/19/2016	ECHO HEDGE TRIMMER	\$20.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$55.22
205 - Sports Facilities		205.11000 (Cash)	\$69.79
217 - Streets - Gas Tax		217.11000 (Cash)	\$40.00
108672	09/22/2016	Open	\$301.97
Invoice		Accounts Payable	KEY SEAL PRODUCTS INC

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Invoice	Date	Description	Accounts Payable	Amount
82758	09/19/2016	ASPHALT FOR STREETS		\$301.97
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$301.97
108673	09/22/2016	Open	LEHIGH HANSON INC	\$109.62
Invoice				Amount
1717178	09/19/2016	ASPHALT FOR STREETS		\$109.62
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$109.62
108674	09/22/2016	Open	LINCOLN EQUIPMENT INC	\$1,387.30
Invoice				Amount
S1299736	09/19/2016	50# PULSAR PLUS BRIQUETTES		\$1,387.30
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,387.30
108675	09/22/2016	Open	MISSION LINEN SUPPLY INC	\$3,796.77
Invoice				Amount
8/31/16 212629	09/15/2016	ASSESSMENT DISTRICTS - UNIFORMS		\$360.30
8/31/16 154209	09/15/2016	CITY HALL - UNIFORMS & MATS		\$153.12
8/31/16 187032	09/15/2016	FIRE STATION 1 - MATS & TOWELS		\$117.76
8/31/16 187082	09/15/2016	FIRE STATION 2 - MATS & TOWELS		\$97.95
8/31/16 187080	09/15/2016	FIRE STATION 3 - MATS & TOWELS		\$53.03
8/31/16 187084	09/15/2016	FIRE STATION 4 - MATS & TOWELS		\$49.96
8/31/16 153955	09/15/2016	FLEET MAINTENANCE - UNIFORMS		\$565.40
8/31/16 153973	09/15/2016	PARKS DEPT - UNIFORMS		\$168.52
8/31/16 154117	09/15/2016	PEDRETTI - UNIFORMS		\$99.60
8/31/16 154207	09/15/2016	POLICE DEPT - UNIFORMS		\$37.76
8/31/16 153979	09/15/2016	SEWER (COLLECTIONS) - UNIFORMS		\$209.00
8/31/16 212628	09/15/2016	STORMS - UNIFORMS		\$70.60
8/31/16 153971	09/15/2016	STREETS - UNIFORMS		\$149.30
8/31/16 203896	09/15/2016	SPORTS (TRSC) - UNIFORMS		\$31.20
8/31/16 153948	09/15/2016	WATER - UNIFORMS		\$218.11
8/31/16 154035	09/15/2016	WASTEWATER - UNIFORMS		\$1,115.96
8/31/16 227932	09/15/2016	ELECTRICAL SHOP - UNIFORMS		\$309.20
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$678.10
205 - Sports Facilities		205.11000 (Cash)		\$130.80
217 - Streets - Gas Tax		217.11000 (Cash)		\$149.30
246 - Landscape Assessment		246.11000 (Cash)		\$360.30
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,704.76
420 - WATER		420.11000 (Cash)		\$218.11
505 - Fleet		505.11000 (Cash)		\$555.40

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\$4,700.00

Invoice	Date	Description	Amount
16067.1	09/13/2016	16-37 LIVE FIRE TRAINING FACILITY DEMOLITION	\$4,700.00
Paying Fund		Cash Account	Amount
116 - Special Public Safety		116.11000 (Cash)	\$4,700.00

Accounts Payable MODESTO SAND & GRAVEL INC

\$3,241.00

Invoice	Date	Description	Amount
42901	09/19/2016	SUTA Services for the Tax Quarter Ending 3/31/16	\$3,241.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$3,241.00

Accounts Payable MUNISERVICES LLC

\$137.08

Invoice	Date	Description	Amount
668045	09/16/2016	CL03-837 STROBE	\$93.86
668241	09/19/2016	WIPER BLADE AC13-1125	\$6.44
668247	09/19/2016	SWITCH ST-712	\$36.78
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$6.44
217 - Streets - Gas Tax		217.11000 (Cash)	\$36.78
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$93.86

Accounts Payable NAPA AUTO PARTS

\$1,079.83

Invoice	Date	Description	Amount
0610033258518	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$60.80
0610033309543	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$267.96
0610033242363	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$285.48
0610033242330	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$65.73
0610033242389	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$266.04
0610033242397	09/16/2016	NESTLE - WATER SERVICES FOR MUNICIPAL SERVICES	\$133.82
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$133.98
246 - Landscape Assessment		246.11000 (Cash)	\$133.98
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$811.87

Accounts Payable NESTLE WATERS NORTH AMERICA

\$643.40

Invoice	Date	Description	Amount
8577-218156	09/16/2016	PED03-946 BRAKE MASTER CYLINDER	\$55.95
8577-218170	09/16/2016	BRAKE MASTER CYLINDER RETURN	(\$65.75)

Accounts Payable NEXT LEVEL PARTS INC

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8577-220094	09/16/2016	BLT10-1036 BATTERY	\$296.59
8577-220235	09/16/2016	PK98-4340 BATTERY	\$38.93
8577-220327	09/16/2016	BATTERY AND CORE RETURN	\$296.59
8577-220386	09/19/2016	SWITCH CL91-802	\$18.23
8577-219840	09/19/2016	OIL FILTER ST93-717	\$2.86
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$38.93
205 - Sports Facilities		205.11000 (Cash)	(\$9.80)
217 - Streets - Gas Tax		217.11000 (Cash)	\$2.86
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$18.23
426 - Transit - Fixed Route		426.11000 (Cash)	\$593.18

108681 09/22/2016 Open Accounts Payable OREILLY AUTO PARTS \$46.75

Invoice	Date	Description	Amount
2800-365297	09/19/2016	STARTER FOR ST93-717	\$43.33
2800-66981	09/19/2016	AUTO PARTS	\$3.42
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$43.33
246 - Landscape Assessment		246.11000 (Cash)	\$3.42

108682 09/22/2016 Open Accounts Payable P G & E \$8,573.65

Invoice	Date	Description	Amount
701WintA-9/12/16	09/15/2016	3794250242-0 / 701 S Walnut Rd Ste A	\$2,139.21
PSF - 9/12/16	09/15/2016	8391988340-1 / 244 N Broadway-PSF	\$4,568.20
CNG - 9/13/16	09/15/2016	8466606707-3 / 901 S Walnut Rd CNG	\$1,837.63
Fire #4 -9/14/16	09/15/2016	7566584382-0 / 2820 N Walnut-Fire #4	\$28.61
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$4,596.81
426 - Transit - Fixed Route		426.11000 (Cash)	\$2,139.21
505 - Fleet		505.11000 (Cash)	\$1,837.63

108683 09/22/2016 Open Accounts Payable PACE SUPPLY CORPORATION \$872.49

Invoice	Date	Description	Amount
053464171-1	09/19/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$368.34
053464171-2	09/19/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$195.88
053473135	09/19/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$308.27
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$368.34
420 - WATER		420.11000 (Cash)	\$504.15

108684 09/22/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS \$10,084.31

Invoice	Date	Description	Amount
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Invoice	Date	Description	Amount
2290	09/13/2016	SR03, 15-88 PSF WATER DAMAGE CLAIM	\$1,027.60
2311	09/13/2016	SR02, 15-53 CARNEGIE ARTS CENTER STORM DRAIN UPGRADE	\$3,315.00
2247	09/13/2016	14-44 INTERS IMPROV AT W MAIN & S TEGNER	\$1,366.71
2260	09/13/2016	16-38 FIRE STATION EXHAUST REMOVAL	\$4,375.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,027.60
215 - Streets - Grant Funded Projects		215.11000 (Cash)	\$1,366.71
240 - Small Equipment Replacement		240.11000 (Cash)	\$4,375.00
305 - Capital Facility Fees		305.11000 (Cash)	\$3,315.00
108685	09/22/2016	Open	\$1,895.53
		Accounts Payable	PLATT ELECTRIC SUPPLY
Invoice	Date	Description	Amount
K221619	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$1,354.43
K232199	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$44.71
K238378	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$1,015.83
K238479	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$451.48
K238607	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$12.06
K242455	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$50.13
K245756	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$70.56
K250920	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$9.56
K279873	09/19/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$241.20
K238447	09/19/2016	Credit Memo for inv#K221619	(\$1,354.43)
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$44.71
246 - Landscape Assessment		246.11000 (Cash)	\$1,770.70
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$80.12
108686	09/22/2016	Open	\$215.00
		Accounts Payable	POSTMASTER
Invoice	Date	Description	Amount
7/20/16-BRM	09/15/2016	BRM Permit 278-001 - Annual Fee	\$215.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$215.00
108687	09/22/2016	Open	\$6,605.30
		Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP
Invoice	Date	Description	Amount
59373	09/16/2016	PCE REMEDIATION GROUNDWATER MONITORING & REPORTING	\$6,605.30
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$6,605.30
108688	09/22/2016	Open	\$1,364.49
		Accounts Payable	SAFE-T-LITE CO INC
Invoice	Date	Description	Amount

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Accounts Payable	Amount
328774	09/13/2016	TRAFFIC CONTROL RENTAL SERVICES		\$1,254.19
327947	09/15/2016	Ultra-cool lime vests		\$110.30
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,254.19
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$110.30
108689	09/22/2016	Open	SAN JOAQUIN VALLEY	\$1,050.00
Invoice				
N117374	09/16/2016	16/17 ANNUAL PERMITS TO OPERATE N7951		\$525.00
N117375	09/16/2016	16/17 ANNUAL PERMITS TO OPERATE N7952		\$525.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,050.00
108690	09/22/2016	Open	SEEGERS PRINTING INC	\$967.55
Invoice				
0121983	09/13/2016	TRAFFIC SAFETY FLYERS-COLLISION ...		\$967.55
Paying Fund		Cash Account		Amount
216 - Streets - Local Transportation		216.11000 (Cash)		\$967.55
108691	09/22/2016	Open	SPRINT	\$1,587.19
Invoice				
637094318-177	09/15/2016	Sprint 8/08/16 - 9/07/16		\$1,587.19
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$389.65
205 - Sports Facilities		205.11000 (Cash)		\$57.48
217 - Streets - Gas Tax		217.11000 (Cash)		\$136.81
246 - Landscape Assessment		246.11000 (Cash)		\$47.20
270 - Recreation Grants		270.11000 (Cash)		\$22.69
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$464.53
420 - WATER		420.11000 (Cash)		\$439.26
505 - Fleet		505.11000 (Cash)		\$29.57
108692	09/22/2016	Open	STATE OF CALIFORNIA	\$1,415.00
Invoice				
184268	09/15/2016	AUGUST FINGERPRINTING		\$1,415.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,415.00
108693	09/22/2016	Open	SUNGARD PUBLIC SECTOR INC	\$65,025.15
Invoice				
123964	09/15/2016	ANNUAL MAINTENANCE SEPT 2016-AUG 2017		\$65,025.15
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$65,025.15

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Accounts Payable	T I D	Amount
108694	09/22/2016	Open			\$21,939.51
Invoice					
PO 246 - 9/22/16	09/15/2016	Multiple COT Accounts paid on PO 246			\$21,939.51
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$19.98
216 - Streets - Local Transportation		216.11000 (Cash)			\$21,919.53
108695	09/22/2016	Open			\$2,296.37
Invoice					
AUGUST 2016	09/16/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS & SERVICE	Accounts Payable	TBA AUTO PARTS	Amount
Paying Fund		Cash Account			\$2,296.37
110 - General Fund		110.11000 (Cash)			Amount
205 - Sports Facilities		205.11000 (Cash)			\$836.97
217 - Streets - Gas Tax		217.11000 (Cash)			\$59.04
246 - Landscape Assessment		246.11000 (Cash)			\$51.88
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$279.05
420 - WATER		420.11000 (Cash)			\$330.86
425 - Transit - Dial-A-Ride		425.11000 (Cash)			\$239.02
426 - Transit - Fixed Route		426.11000 (Cash)			\$5.44
					\$494.11
108696	09/22/2016	Open			\$30.51
Invoice					
40976	09/16/2016	BLT05-1032 HOSE FOR ALT	Accounts Payable	TG HYDRAULICS	Amount
Paying Fund		Cash Account			\$30.51
426 - Transit - Fixed Route		426.11000 (Cash)			Amount
					\$30.51
108697	09/22/2016	Open			\$10,000.00
Invoice					
11873	09/19/2016	JULY 2016 CONSULTING SERVICES	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	Amount
11954	09/19/2016	AUGUST 2016 CONSULTING SERVICES			\$5,000.00
Paying Fund		Cash Account			\$5,000.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			Amount
420 - WATER		420.11000 (Cash)			\$5,000.00
108698	09/22/2016	Open			\$11,368.83
Invoice					
16016	09/13/2016	TRANSIT GRANT DOCUMENTS & SUPPORT SVS	Accounts Payable	TRANSIT CAPITAL SUPPORT	Amount
Paying Fund		Cash Account			\$11,368.83
426 - Transit - Fixed Route		426.11000 (Cash)			Amount
					\$11,368.83
108699	09/22/2016	Open			\$300.00
Invoice					
			Accounts Payable	TURLOCK JOURNAL	Amount
					\$300.00

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

157192	09/13/2016	AD#2775 PUBLIC NOTICE	\$135.00
158696	09/13/2016	AD #2781 PUBLIC NOTICE	\$165.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$300.00

108700 09/22/2016 Open Accounts Payable TURLOCK SPAY & NEUTER CLINIC Amount \$750.00

Invoice	Date	Description	Amount
AUG 2016	09/15/2016	#7-73 TO #8-73 PP AUGUST 2016	\$750.00
Paying Fund		Cash Account	Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)	\$750.00

108701 09/22/2016 Open Accounts Payable TYLER TECHNOLOGIES INC. Amount \$1,082.28

Invoice	Date	Description	Amount
030-3540	09/19/2016	Unlimited Site Licenses - Prorated Maintenance	\$525.00
030-3624	09/20/2016	Doinidis Travel Expenses	\$557.28
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$365.00
240 - Small Equipment Replacement		240.11000 (Cash)	\$626.28
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$45.00
420 - WATER		420.11000 (Cash)	\$46.00

108702 09/22/2016 Open Accounts Payable US BANK-VISA Amount \$78,339.43

Invoice	Date	Description	Amount
8/22/16 x 9452	09/15/2016	US Bank / Procurement-Card Statement 8-22-16	\$78,339.43
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$28,551.38
203 - Animal Fee Forfeiture		203.11000 (Cash)	\$493.50
205 - Sports Facilities		205.11000 (Cash)	\$5,107.64
217 - Streets - Gas Tax		217.11000 (Cash)	\$4,337.07
225 - Transportation Tax		225.11000 (Cash)	\$1,156.91
228 - Park Development Tax		228.11000 (Cash)	\$3,416.30
240 - Small Equipment Replacement		240.11000 (Cash)	\$248.08
246 - Landscape Assessment		246.11000 (Cash)	\$3,202.32
255 - CDBG		255.11000 (Cash)	\$69.39
266 - Police Services Grants		266.11000 (Cash)	\$324.24
270 - Recreation Grants		270.11000 (Cash)	\$2,196.71
305 - Capital Facility Fees		305.11000 (Cash)	\$315.00
405 - Building		405.11000 (Cash)	\$3,788.47
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$14,253.39
420 - WATER		420.11000 (Cash)	\$8,616.63
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$425.23
426 - Transit - Fixed Route		426.11000 (Cash)	\$689.28
501 - Information Technology		501.11000 (Cash)	\$280.82
502 - Engineering		502.11000 (Cash)	\$571.49

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Account	Amount
506 - Vehicle/Equipment Replacement				\$295.58
108703	09/22/2016	Open	Accounts Payable	
Invoice		UTILITY TELEPHONE, INC.		\$795.84
Stmt: 9/16/16	09/15/2016	Acct #128444 - Public Safety internet service		\$795.84
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$795.84
108704	09/22/2016	Open	Accounts Payable	
Invoice		VERIZON WIRELESS		\$1,345.85
9771427041	09/15/2016	PD AUG04-SEP03 2016		\$1,345.85
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,345.85
108705	09/22/2016	Open	Accounts Payable	
Invoice		VETERINARY MED CTR INC		\$65.00
220123	09/15/2016	V0887 SURGERY		\$60.00
220445	09/15/2016	#8-33 VACC		\$5.00
Paying Fund		Cash Account		Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)		\$65.00
108706	09/22/2016	Open	Accounts Payable	
Invoice		WALLACE KUHL & ASSOCIATES		\$1,392.50
201602380	09/13/2016	SR06, 14-29 WATERLINE REPLACEMENT		\$1,392.50
Paying Fund		PALM/MITCHELL		Amount
420 - WATER		Cash Account		\$1,392.50
108707	09/22/2016	Open	Accounts Payable	
Invoice		WEBSOFT DEVELOPERS, INC.		\$19,500.00
298296	09/16/2016	Mobile Work Order Management Software System		\$19,500.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$19,500.00
108708	09/22/2016	Open	Accounts Payable	
Invoice		WEST PUBLISHING CORPORATION		\$165.97
8346336413	09/15/2016	AUG 2016		\$165.97
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$165.97
108709	09/22/2016	Open	Accounts Payable	
Invoice		WEST STEEL & PLASTIC		\$80.72
361369	09/19/2016	MISC STAINLESS STEEL PRODUCTS FOR STREETS		\$80.72

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Paying Fund	Date	Description	Accounts Payable	Amount
217 - Streets - Gas Tax		Cash Account		\$80.72
108710	09/22/2016	Open	ZEE MEDICAL SERVICE CO	\$116.56
Invoice				
66563807	09/15/2016	Parks/Streets Medical Supplies		\$65.49
66563811	09/15/2016	City Hall 2nd Floor Medical Supplies		\$51.07
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$116.56
108711	09/22/2016	Open	ASSOCIATION OF CALIFORNIA AIRPORTS	\$75.00
Invoice				
FY 16/17-Dues	09/19/2016	AIRPORT MEMBERSHIP FEES FOR ALLISON VAN GUILDER		\$75.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$75.00
108712	09/22/2016	Open	Benner, Nathan	\$293.95
Invoice				
09.20.16	09/20/2016	Wildland Boot Reimbursement		\$293.95
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$293.95
108713	09/22/2016	Open	Burke, Julie	\$224.01
Invoice				
TR3975	09/19/2016	TR #3975 Per Diem & Mileage		\$224.01
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$224.01
108714	09/22/2016	Open	Carey, Kaitlin	\$290.00
Invoice				
TR3977PerDiemKC	08/22/2016	TR3977 - Per Diem for KCarey for Records Basic Course		\$290.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$290.00
108715	09/22/2016	Open	CENTRAL SIERRA POLICE CHIEF'S ASSOCIATION	\$40.00
Invoice				
16/17 DUES	09/15/2016	2016-2017 MEMBERSHIP DUES		\$40.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$40.00
108716	09/22/2016	Open	DHAMI, JESSIE	\$312.52

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Invoice	Date	Description	Amount
108717	09/22/2016	Open	
Invoice	09/16/2016	TR 3984-PER DIEM/MILEAGE-AIR-FARE REIMB	\$312.52
Paying Fund		Cash Account	Amount
		110 - General Fund	\$312.52
		Accounts Payable	\$368.01
		HAMMACK, KIM, D	
108718	09/22/2016	Open	
Invoice	09/13/2016	TR 4002-Per Diem/Mileage/Parking-NWS Conference-Phoenix AZ	\$368.01
Paying Fund		Cash Account	Amount
		405 - Building	\$368.01
		Accounts Payable	\$60.00
		LEON, SERGIO	
108719	09/22/2016	Open	
Invoice	09/19/2016	REIMBURSEMENT FOR PESTICIDE CERTIFICATION	\$60.00
Paying Fund		Cash Account	Amount
		205 - Sports Facilities	\$60.00
		Accounts Payable	\$275.00
		LEVOC	
108720	09/22/2016	Open	
Invoice	09/22/2016	Registration for LEVOC Conference	\$275.00
Paying Fund		Cash Account	Amount
		110 - General Fund	\$275.00
		Accounts Payable	\$128.00
		MACHADO, LUIS	
108721	09/22/2016	Open	
Invoice	09/20/2016	TR 3961-PER DIEM-2016 NWS CONFERENCE	\$128.00
Paying Fund		Cash Account	Amount
		501 - Information Technology	\$128.00
		Accounts Payable	\$297.38
		Melden, Dale	
108722	09/22/2016	Open	
Invoice	09/20/2016	Wildland Boot Reimbursement	\$297.38
Paying Fund		Cash Account	Amount
		110 - General Fund	\$297.38
		Accounts Payable	\$128.00
		Morgan, Beth	
		TR #3979 Per Diem-2016 NWS EXEC Conf.	\$128.00
		Cash Account	Amount
		410 - WATER QUALITY CONTROL (WQC)	\$64.00
		420 - WATER	\$64.00

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

\$269.68

Invoice	Date	Description	Amount
108723	09/22/2016	Open	
Invoice		Accounts Payable NICHOLAS, ANNA	\$269.68
TR 3962-PER DIEM	09/20/2016	TR 3962-PER DIEM/MILEAGE ADVANCE FOR 2016	\$269.68
Paying Fund		NWS CONFERENCE	
		Cash Account	Amount
		501 - Information Technology	\$269.68
		501.11000 (Cash)	
108724	09/22/2016	Open	
Invoice		Accounts Payable Packwood, Kain	\$350.00
09.20.16	09/20/2016	Wildland Boot Reimbursement	\$350.00
Paying Fund		Cash Account	Amount
		110 - General Fund	\$350.00
		110.11000 (Cash)	
108725	09/22/2016	Open	
Invoice		Accounts Payable QUINTERO, KATIE	\$268.56
TR 4001-Advance	09/13/2016	TR 4001-NWS Conference-Per diem,parking,mileage	\$268.56
Paying Fund		Cash Account	Amount
		110 - General Fund	\$268.56
		110.11000 (Cash)	
108726	09/22/2016	Open	
Invoice		Accounts Payable Singh, Gracie	\$128.00
TR 3982-Per Diem	09/19/2016	TR #3982 Per Diem-2016 NWS Exec Conf	\$128.00
Paying Fund		Cash Account	Amount
		410 - WATER QUALITY CONTROL (WQC)	\$64.00
		420 - WATER	\$64.00
		420.11000 (Cash)	
108727	09/22/2016	Open	
Invoice		Accounts Payable STILES TRUCK BODY & EQUIPMENT, INC.	\$2,896.30
EP 16-105E	09/13/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-105E	\$2,896.30
Paying Fund		Cash Account	Amount
		110 - General Fund	\$2,896.30
		110.11000 (Cash)	
108728	09/22/2016	Open	
Invoice		Accounts Payable STOUT BUILDING CONTRACTORS CALIFORNIA LLC	\$222.00
GP 15-045G	09/13/2016	DUST CONTROL SECURITY FOR GRADING PERMIT 15-045G	\$222.00
Paying Fund		Cash Account	Amount
		502 - Engineering	\$222.00
		502.11000 (Cash)	
108729	09/22/2016	Open	
Invoice		Accounts Payable THOMAS, CHAD	\$100.00
Reimbursement	09/19/2016	REIMBURSEMENT FOR PESTICIDE HOURS	\$100.00

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Paying Fund	Date	Description	Account Type	Amount
110 - General Fund		Cash Account		\$100.00
108730	09/22/2016	Open Invoice	Accounts Payable	
		EP 15-188E	TURLOCK DIALYSIS LLC	\$10,437.90
	09/13/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 15-188E		\$10,437.90
110 - General Fund		Cash Account		\$10,437.90
108731	09/22/2016	Open Invoice	Accounts Payable	
		1276	VALLEY TOWING	\$185.00
	09/15/2016	EVID TOW 16-7596/16-7595		\$185.00
110 - General Fund		Cash Account		\$185.00
108732	09/22/2016	Open Invoice	Accounts Payable	
		TR 3981-Per Diem	Villalobos, Esmeralda	\$128.00
	09/19/2016	TR #3981 Per Diem-2016 NWS EXEC CONF		\$128.00
110 - General Fund		Cash Account		\$128.00
108733	09/22/2016	Open Invoice	Accounts Payable	
		TR3977PerDiemRY	Yerzy, Rebekah	\$290.00
	08/22/2016	TR3977 Per Diem for RYerzy for Records Basic Course		\$290.00
110 - General Fund		Cash Account		\$290.00

Type Check Totals:

AP - Accounts Payable Totals

112 Transactions

\$874,325.97

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$874,325.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$874,325.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$874,325.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 9/16/2016 - To Payment Date: 9/22/2016

Checks	Status	Count	Transaction Amount	Reconciled Amount
Total		112	\$874,325.97	\$0.00
Checks				
	Open	112	\$874,325.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$874,325.97	\$0.00
All				
	Open	112	\$874,325.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$874,325.97	\$0.00

Grand Totals:



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1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:14 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:

- A. Mayor Soiseth presented a proclamation to Jennifer Carlson Shipman, Executive Director of the Manufacturers Council of the Central Valley, in recognition of Manufacturing Awareness and Appreciation Month, October 2016.

Ms. Shipman acknowledged the City's support of Breast Cancer awareness, thanked the Council and staff for recognizing the manufacturing industry, provided information about manufacturing including the importance of agriculture in our region and economic benefits provided by world class manufacturers in Turlock, and commended the City of Turlock for being a great partner and having the appropriate planning and building infrastructure in place to support the manufacturing industry.

- B. Development Services Director Mike Pitcock made an announcement about upcoming Stanislaus Council of Governments (StanCOG) Public Transit Hearings to seek community input regarding unmet transit needs.

3. A. SPECIAL BRIEFINGS:

1. CALIFORNIA STATE UNIVERSITY STANISLAUS

Noriel Mostajo, CSUS Student Government Relations Coordinator, presented information about student voter registration, "Election to Watch" gathering on November 8, 2016 at Hauck's Grill, athletic activities, an initiative to improve graduation rates and a University-wide task force to improve quality of education, and thanked Councilmembers Bublak and Nascimento and Mayor Soiseth for upcoming attendance at the 2016 Candidate Open Forum hosted by ASI Students.

B. STAFF UPDATES:

1. Policy Goals and Implementation Plan updates were provided by:

Municipal Services Director Michael Cooke presented information about an award received from the Association of Environmental Professionals of the State of California for an outstanding environmental document associated with the North Valley Project. Mr. Cooke also spoke about the recently approved Transfer Agreement with Del Puerto Water District, reported Del Puerto is currently pumping water out of the river, thanked the Council for support of this project, and noted this project is consistent with maximizing beneficial use of recycled water.





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Anthea Hansen from Del Puerto Water District spoke about the award, water storage during the winter months, the RFP for design services being presented later tonight, and thanked the Council for their support.

2. Capital Projects and Building Activity

Development Services Director Mike Pitcock provided an update on Building Activity for the month of September 2016 and Capital Projects including the Senior Center Ceiling Repair, Monte Vista Avenue Railroad, Palm Street and Mitchell Avenue Water Line Replacement, Fire Station Exhaust Removal System, Fire Burn Training Facility, Montana Park, 2016 Slurry Seal, 2016 Council Initiated Slurry Seal, and Broadway Parking Lot Reconstruction.

Council and staff discussion included permit tracking.

3. Halloween Safety Tips

Police Captain Steve Williams presented information about Halloween safety tips and suggestions for kids, parents, and businesses and upcoming Halloween events hosted by Downtown Business Owners and Turlock Dental Care.

Council and staff discussion included information about the Annual Public Safety Open House to be held on October 22, 2016 and upcoming community meetings.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett provided an announcement about upcoming meetings to seek community input regarding the strategic plan for future libraries.

Robert Allen, founder of FiredUP Ministry spoke about his efforts for homeless advocacy, goals of getting homeless back to work and off the streets, and ticketing not being biblical. Mr. Allen also thanked the Council and Police Department for recent coordination and local businesses for their assistance.

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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. 2016-248 Accepting Demands of 9/8/16 in the amount of \$888,472.92; Demands of 9/15/16 in the amount of \$851,293.42



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- B. Motion: Accepting Minutes of Special Meeting of September 27, 2016; Minutes of Regular Meeting of September 27, 2016
- C.
 1. Motion: Accepting improvements for City Project No. 15-52 "Senior Center Ceiling Replacement" and authorizing the City Engineer to file a Notice of Completion
 2. **Resolution No. 2016-249** Appropriating \$2,000 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
- D. Motion: Approving an Agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for participants in the annual Christmas Parade, to be held on Friday, December 2, 2016
- E. Motion: Authorizing the issuance of Request for Proposal (RFP) No. 16-380 for professional design services for the City of Turlock Component of the North Valley Regional Recycled Water Program
- F. Motion: Authorizing staff to participate in negotiations establishing the West Turlock Sub-basin Groundwater Sustainability Agency, with the City of Turlock's preference to participate as a voting board member subject to future City Council approval of the Joint Powers Authority agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency
- G. Motion: Awarding RFP No. 16-370 and Contract No. 16-123 to Ray Morgan Co. of Modesto, for printer maintenance and management system for all LaserJet printers throughout City departments, in an annual amount not to exceed \$36,100.33 and a total amount of \$108,300.99 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-370 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- H. Motion: Awarding RFP No. 16-374 and Contract No. 16-127 to Protech Security & Electronics, Inc. of Merced, for security and fire alarm monitoring services for City buildings, in an annual amount not to exceed \$8,376 and a total amount of \$25,128 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-374 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- I. Motion: Approving five (5) Maintenance Agreements with Mo-Cal Office Solutions (as an authorized Kyocera company), for copier maintenance, based on a per copy cost and an annual base rate for a period of five (5) years
- J. Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller SoftwareONE, Inc., Enterprise Enrollment Number 56449452 Early Commitment Amendment ID M325, for digital software, for a period of three (3) years in the amount of \$51,476.67 per year and a total amount of \$154,430.01 at the end of three (3) years, beginning February 1, 2017 through January 31, 2020, and an Enrolled Affiliate true up amount of \$7,266.99 for additional computers deployed since the last billing period
- K. Motion: Rejecting Claim for Damages filed by Stephanie Martinez
- L. Motion: Rejecting Claim for Damages filed by Heather Lanser
- M. Motion: Rejecting Claim for Damages filed by Edwin Steven
- N. Motion: Rejecting Claim for Damages filed by MP Nexlevel of California

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None



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8. SCHEDULED MATTERS:

- A. Parks, Recreation and Public Facilities Manager Erik Schulze presented the staff report on the request to accept the post event reports for the Central Valley Senior Showcase, Central Valley Brewfest, Turlock Horseman's Jr. Rodeo, Tournament of Champions, 2016 Budweiser Monster Truck Spring Nationals, and 48th Assyrian State Convention funded in part by the City of Turlock through the Community Events and Activities Grant Program; accept the post event report for the Bring the Ruckus Car Show funded in part by the City of Turlock through the Community Events and Activities Grant Program, request \$1,033.66 be returned to the City of Turlock for undocumented expenses, and suspend 2016-17 funding for the Bring the Ruckus Car Show event; and re-open the 2016-17 Community Events and Activities Grant Funding cycle for reallocation of suspended 2016-17 funds.

Mr. Schulze noted staff's efforts in assisting Bring the Ruckus with organizing invoices and budget expenses and reported their coordinator is aware of the request to return grant funding to the City and suspension of 2016-17 funding.

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

Council and staff discussion included inquiries regarding the cause for undocumented expenses and outcome/turnout of the event. Council also commended staff for ensuring standards are met.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Accepting the post event reports for the Central Valley Senior Showcase, Central Valley Brewfest, Turlock Horseman's Jr. Rodeo, Tournament of Champions, 2016 Budweiser Monster Truck Spring Nationals, and 48th Assyrian State Convention funded in part by the City of Turlock through the Community Events and Activities Grant Program. Motion carried 5/0 by the following vote:

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

Resolution No. 2016-250 Accepting the post event report for the Bring the Ruckus Car Show funded in part by the City of Turlock through the Community Events and Activities Grant Program, requesting \$1,033.66 be returned to the City of Turlock for undocumented expenses, and suspending 2016-17 funding for the Bring the Ruckus Car Show event as introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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





Resolution No. 2016-251 Re-opening the 2016-17 Community Events and Activities Grant Funding cycle for reallocation of suspended 2016-17 funds as introduced by Councilmember Bublak, seconded by Councilmember Jacob, 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 determine City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$71,530 (Fund 217), with George Reed, Inc. of Modesto, California, for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing"; and appropriate \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project.

Mayor Soiseth thanked Councilmembers for referring constituent complaints to staff and also thanked staff for responding quickly.

Council and staff discussion included timeframe of repairs, the importance of coordinating with the railroad, and concerns regarding future repairs.

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

Action: **Resolution No. 2016-252** Determining City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines as introduced by Councilmember Bublak, 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

Motion by Councilmember Jacob, seconded by Councilmember DeHart, Awarding bid and approving an Agreement, in the amount of \$71,530 (Fund 217), with George Reed, Inc. of Modesto, California, for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing". Motion carried 5/0 by the following vote:

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





Resolution No. 2016-253 Appropriating \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project as introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Mayor Soiseth adjourned to the Successor Agency and Public Financing Authority meetings at 6:59 p.m.

Mayor Soiseth reconvened the City Council meeting at 7:12 p.m.

9. **NON-AGENDA ITEMS:** None

10. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

11. **COUNCIL COMMENTS:**

Councilmember DeHart spoke about his and Councilmember Jacob's recent attendance at the League of California Cities Annual Conference in Long Beach, California, highlighting information shared by one of the general session speakers regarding Betterblock.org, an organization that has employed inventive and cost-effective methods for improving bike lanes throughout communities.

Mayor Soiseth noted his recent challenge by a local bloodless bullfighting group to participate in a push-up challenge (22 push-ups in 22 days) to bring awareness to the suicide rate of returning soldiers.

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 Cases: (1 case)

Action: No reportable action.





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- B. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
 "Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
 Property: 1101 Fulkerth Road, Turlock, CA (APN No. 071-014-004)
 Agency Negotiator: Gary R. Hampton
 Negotiating Parties: Vicente Fuentes and Jackie Fuentes
 Under Negotiation: Price

Action: No reportable action.

- C. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
 "Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
 Title: City Manager

Action: Council unanimously approved the satisfactory performance evaluation of the City Manager.

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn the open session of the regular meeting at 7:16 p.m. Motion carried unanimously.

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn the closed session of the regular meeting at 8:10 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



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City Council Synopsis

October 25, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1, in the amount of \$5,717.59, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue," bringing the contract total to \$695,129.87

2. DISCUSSION OF ISSUE:

On May 24, 2016, Council awarded a contract in the amount of \$689,412.28 to Taylor Backhoe Service, Inc. of Merced, California, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue."

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 689,412.28	May 24, 2016
Change Order No. 1	\$ 5,717.59	October 25, 2016
Adjusted Total Contract	\$ 695,129.87	

The cost of each of the following change order items was determined using the Force Account method. Force Account is a method of determining compensation for work completed outside of the original scope of work by the contractor. In accordance with the Agreement, the Force Account method is used when there is not an established bid item for the extra work and when both parties cannot agree to a lump sum cost before the work commences.

Change Order No. 1 consists of the following:

1. Idle time due to unforeseen buried concrete in Center St. (\$827.41)

A concrete thrust block was encountered while excavating for the connection to the existing water main on Center Street. This thrust block was not identified

OK for Agenda
pjm
10/25/16

on the project plans. This change order item compensates the contractor for idle labor and equipment while a solution to work around the concrete thrust block was identified.

2. Idle time due to repair of unmarked water service (\$566.39)

An unmarked water service was hit during the course of construction. This change order item compensates the contractor for idle labor and equipment while City crews repaired the service.

3. Place slurry cement around unsupported storm drain pipe on Palm Street (\$868.97)

During the course of construction, the new water main pipe crossed an existing storm drain pipe near 310 N. Palm Street. When the soil supporting the storm drain pipe was excavated for the water main crossing, the soil in the trench for the storm drain pipe began to slough off along the edges, creating a void underneath the pavement. A cement slurry was placed to fill the void and properly support the existing storm drain pipe.

4. Adjust water main elevation to account for unmarked sewer line (\$310.06)

The depth of the water pipe trench was increased upon encountering an unmarked sewer line while digging for the trench for the water main on August 15, 2016. Without the additional depth added to the water main, there would have been a conflict in the grade between the water and sewer mains.

5. Sawcut pavement for water laterals in Mitchell alley between Thor Street and Palm Street (\$211.33)

The plans designate the sawcut limits of existing pavement in order to install the new pipe as originally designed. The connection to existing water main pipe in the alley between Thor Street and Palm Street was changed from the original plans to allow greater horizontal and vertical clearance to existing utilities in this alley. Additional sawcutting was required.

6. Water pipe adjustment due to unforeseen buried concrete at Mitchell and Thor (\$1,453.14)

A concrete thrust block was encountered in the path of the trench for the new water main on Mitchell Avenue near N. Thor Street. This thrust block was not identified in the project plans. This change order item compensates the contractor for idle labor and equipment while a solution to work around the concrete thrust block was identified, as well as additional labor and equipment costs for extra excavation and demolition to work around the thrust block.

7. Idle time due to sewer pipe leak in alley between Thor Street and Palm Street 8-8-16 (\$487.14)

While excavating the trench for the new water main in the alley between Thor Street and Palm Street, the contractor crossed an existing clay sewer pipe that was deteriorated and leaking. This change order item compensates the contractor for idle labor and equipment while City crews repaired the leak.

8. Idle time due to water main leak 8-10-16 (\$993.15)

During excavation, the existing steel water main was exposed and a leak was observed. It was noted that the contractor exercised due care around the existing pipe which is known to have areas of corrosion and deterioration. This change order item compensates the contractor for idle labor and equipment while City crews repaired the leak.

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 additional work was needed due to unforeseen conditions encountered during excavation of the trench for the new water main and service laterals.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

- 3. Residents, businesses and visitors rely on:
 - a. High quality and adequate drinking water.
- 4. Transportation infrastructure that serves the needs of the community:
 - a. Well maintained local streets and roads.
- 8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The cost of this extra work is covered by the construction contingency set in the project's account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900." No additional funding is needed at this time.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

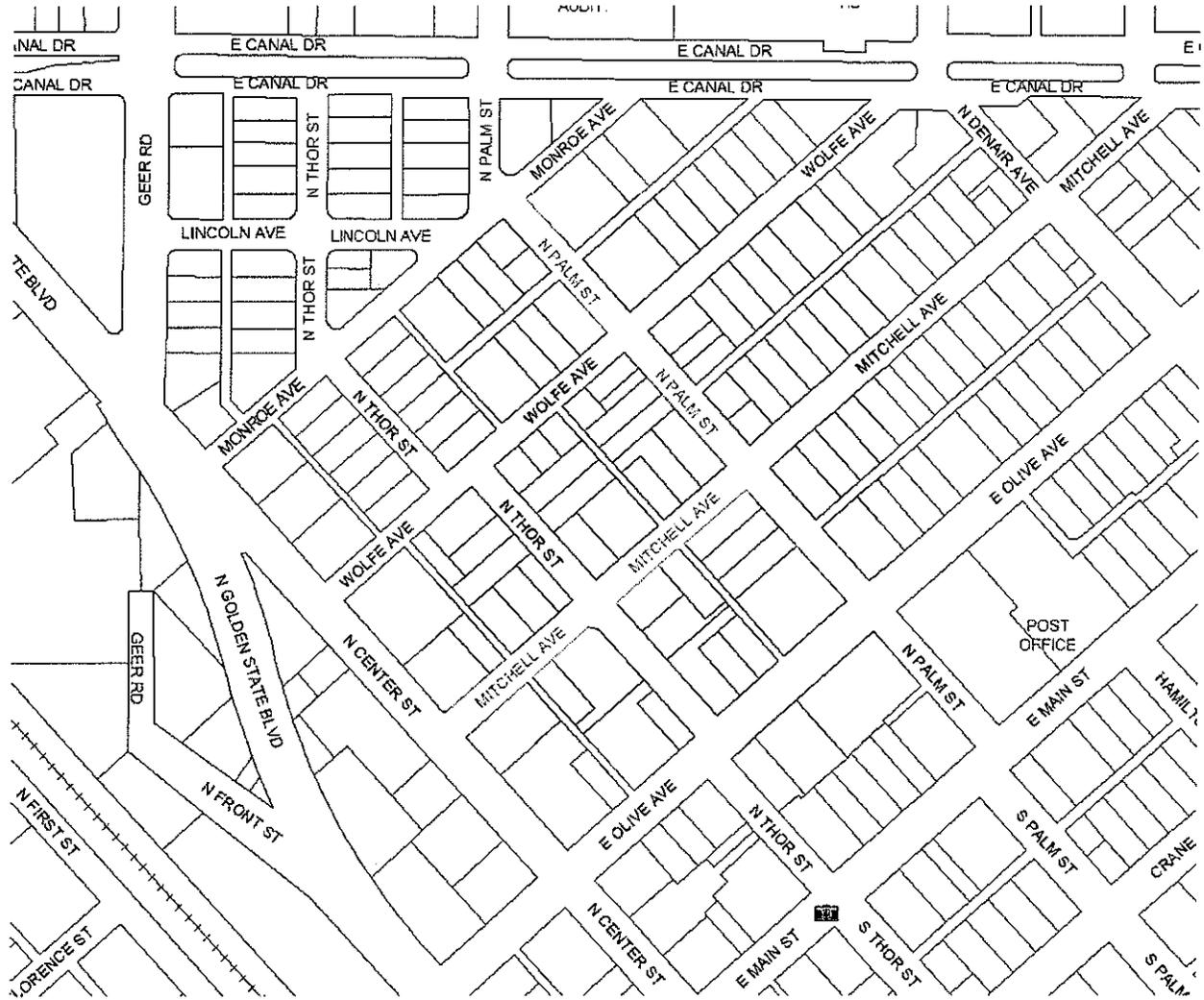
On May 24, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

- A. Deny Change Order No. 1. Staff does not recommend this alternative as the work was needed due to unforeseen conditions encountered during excavation of the trench for the new water main and service laterals.

CITY PROJECT NO. 14-29

WATER LINE REPLACEMENT ON PALM STREET AND MITCHELL AVENUE



The project location is shaded.



CONTRACT CHANGE ORDER

Date issued: October 25, 2016 Change Order No.: 1
 Project Name: Water Line Replacement on Palm Street and Mitchell Avenue

Taylor Backhoe Service, Inc.
 1600 Falcon Way
 Merced, CA 95341
 209-384-8424

Project No.: 14-29
 Original Contract Amount: \$689,412.28
 Contract Award Date: May 24, 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:
1.1	Idle time due to unforeseen concrete kicker in Center St.	LS	1	\$ 827.41 \$ 827.41
1.2	Idle time due to repair of unmarked water service	LS	1	\$ 566.39 \$ 566.39
1.3	Place slurry cement around unsupported storm drain pipe on Palm Street	LS	1	\$ 868.97 \$ 868.97
1.4	Adjust water main elevation to account for unmarked sewer line	LS	1	\$ 310.06 \$ 310.06
1.5	Sawcut pavement for water laterals in Mitchell alley between Thor and Palm	LS	1	\$ 211.33 \$ 211.33
1.6	Water pipe adjustment due to unforeseen concrete kicker at Mitchell and Thor	LS	1	\$ 1,453.14 \$ 1,453.14
1.7	Idle time due to sewer pipe leak in alley between Thor and Palm 8/8/16	LS	1	\$ 487.14 \$ 487.14
1.8	Idle time due to water main leak 8/10/16	LS	1	\$ 993.15 \$ 993.15
			Total this CCO=	\$5,717.59
The original contract sum =				\$689,412.28
Net change by previous change orders =				\$0.00
The contract sum will be increased by this Change Order =				\$5,717.59
The new contract sum including this change order will be =				\$695,129.87
The contract time will be unchanged by this Contract Change Order.				

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____

City Council Synopsis

October 25, 2016



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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to an Agreement with Nelson\Nygaard Consulting Associates, Inc., of San Francisco, California for evaluation services associated with City Project No. 14-75 "Short Range Transit Plan," extending the term of agreement for an additional six (6) months

2. DISCUSSION OF ISSUE:

On September 8, 2015, the City Council awarded a professional services agreement to Nelson\Nygaard Consulting Associates, Inc. (Consultant), of San Francisco, California, to assist City staff in the development of a Short-Range Transit Plan (SRTP). The development and implementation of a SRTP is a recommended best practice to ensure the City's transit services are operating as efficiently as possible. In addition, by having an adopted SRTP the City can position itself to receive additional funding, such as those under Proposition 1B, that would otherwise not be available.

On April 26, 2016, the City Council approved Amendment No. 1 to the agreement with the Consultant, which expanded their scope to include several implementation deliverables, along with associated increases to the compensation and term of the agreement.

On June 14, 2016, the City Council adopted the SRTP prepared by the Consultant, as well as seven (7) resolutions related to the continued operation of transit services, including re-branding under Turlock Transit, adoption of a revised fare structure, and the approval of a transit claim for transit expenses in Fiscal Year 2016-17.

Since the last Council action, City staff has been engaged in preparing for the implementation of new routes and schedules effective January 2, 2017. While these changes were initially scheduled to debut in August 2016, the rollout was

OK for Agenda
Jan [Signature]

delayed due to a variety of issues with fleet availability, as well as limited transit contractor staffing. Staff determined that a January 2017 debut was more realistic, though this adjustment requires the Consultant to conduct their evaluation services later than expected. Since the desired evaluation period would fall outside the contract term, City staff is seeking an extension to the term of the Agreement that would allow the Consultant more time to fulfill their commitment under the existing scope of services. If approved, the Consultant would conduct a service review in April/May 2017.

3. BASIS FOR RECOMMENDATION:

- A. Evaluation services are an existing part of the Consultant's scope of services.
- B. The Consultant is willing and able to complete the specified portion of work, with no additional costs, if more time is provided under the Agreement.

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:

Fiscal Impact/Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On June 14, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15262 (Feasibility and Planning Studies) 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. Reject approval of this Amendment No. 2 to the Agreement with the Consultant. City staff does not recommend this approach because the portion of work to be performed is part of an existing, approved scope of work, and the work is needed to fairly and accurately determine the impacts of the implementation of transit routes and schedules on the traveling public.



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
NELSON\NYGAARD CONSULTING ASSOCIATES, INC.
For
SHORT-RANGE TRANSIT PLAN SERVICES
CITY PROJECT NO. 14-75**

THIS AMENDMENT NO. 2, dated October 25, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **NELSON\NYGAARD CONSULTING ASSOCIATES, INC.**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated September 8, 2015, whereby CONSULTANT would perform short-range transit planning consultation services, (hereinafter the "Agreement"); and

WHEREAS, on April 26, 2016, the parties entered into Amendment No. 1 to the Agreement dated September 8, 2015, whereby CONSULTANT was to perform additional work in accordance with Exhibit D to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to further amend said Agreement as follows:

1. Paragraph 5 of the Agreement is amended to read as follows:

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning September 8, 2015, and ending June 30, 2017, subject to CITY's availability of funds."
2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**NELSON\NYGAARD CONSULTING
ASSOCIATES, INC.**

By: _____
Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

City Council Synopsis

October 25, 2016



5E



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, in the amount of \$38,271.23 (Fund 269), for City Project No. 15-43 "Montana Neighborhood Park," bringing the contract total to \$585,709.73

2. DISCUSSION OF ISSUE:

On November 18, 2014, the City Council authorized the execution of the State of California Standard Agreement for Housing Related Parks Grant Program. The City of Turlock was awarded \$443,100 for the development of the Montana Neighborhood Park. The City of Turlock was eligible for these funds due to the construction of the Avena Bella project that produced 80 units of affordable housing.

The park location is currently in a county island. The City has entered into an agreement with Local Agency Formation Commission (LAFCO) to allow the City to connect City infrastructure to the parcel. The area is designated to be annexed as part of the future Montana-West Master Plan.

Currently, the proposed Montana-West Master Plan area is underserved with neighborhood parks. The General Plan establishes that the will City install five (5) acres of neighborhood parks in the area. This project would construct approximately two (2) acres of the five (5) acre parcel. The remaining three (3) acres would be constructed at a future date. The first phase of this project will install frontage improvements, turf areas, and a fitness track as well as landscaping and irrigation. This project will provide a safe recreation and exercise area for children and adults in the neighborhood.

On April 12, 2016, Council awarded a contract in the amount of \$547,438.50 to Sinclair General Engineering of Oakdale, California for City Project No. 15-43 "Montana Neighborhood Park."

OK for Agenda

jam A.R.H.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$547,438.50	April 12, 2016
Change Order No. 1	\$ 38,271.23	October 25, 2016
Adjusted Contract Total	\$585,709.73	

Change Order No. 1:

1. Bioswale Elevation Change (\$9,034.20)

In order to better tie into existing site conditions, the storm drain line was raised approximately six (6) inches, which resulted in changes to the bioswale grades. The contractor had already rough graded the bioswale per the original design, so additional work was needed. The plant material is comprised of “no-mow” grass within the bioswale slope, and although the frequency of mowing is considerably much less than traditional grass, a mowing once a year is desired. Maintenance staff requested flattening the side slopes to allow easier maintenance on the side slope. The contractor was directed to proceed and this work was tracked via force account.

2. Fence Cancellation (\$4,796.57)*

Project plans included installing 746 feet of perimeter fence along the north and northeast side of the parcel. This fence was to separate the park facilities from the neighboring parcels.

The Montana-West Master Plan includes constructing a future road along the north side of the parcel to connect Mae Street and West South Avenue. The parcels to the north previously dedicated 16 feet of their right-of-way to install the future road. The proposed fence would directly conflict with the 16 feet of right-of-way the City would need to dedicate for the future road. Staff determined that the fence should not be installed until further progress has been made on the Montana-West Master Plan.

The Contractor had already began preparation for the installation of the fence by removing debris, removing existing fencing, and installing temporary fencing. This change order includes the labor and materials for the work that had already been installed.

*** Note:** The credit for the fence will be brought back to Council with the adjustment of the final quantities, included in the final Contract Change Order. The estimated amount of credit the City will receive is approximately **\$44,014**.

3. Increase Headwall Thickness and Reinforcement (\$406.31)

The bioswale concrete headwall did not include any structural reinforcement such as rebar. Staff decided to increase the concrete thickness and add rebar to

increase the structural strength of the headwall. This change order is for the labor and materials for this work.

4. Fill Electrical Pole Holes (\$655.33)

Turlock Irrigation District's power poles had to be relocated due to this project. The poles were relocated at a later date than staff anticipated. The Contractor had already compacted and graded the area around the poles. This change order is for the labor and materials for the Contractor to recompact and regrade the pole locations.

5. Soil Amendments (\$19,120.97)

The City hired a landscape architect to perform the design work for the landscaping and irrigation portion of this project. The landscape architect provided the drawings and specifications for the landscaping and irrigation sections, while Staff provided the remaining detailed plans and specifications. The Model Water Efficiency Landscape Ordinance (MWELo) requires any landscaping falling under purview of the ordinance to sample, test and amend the soil based on recommendations from a soils lab. The intent of this requirement is to ensure the planting materials have the most optimum chance of survival. The consultant-provided plans and specifications do not state the amount of amendments that are expected to be incorporated into the soil. The contractor performed the soils tests, as required by the MWELo, and directed to install an additional 3" of amendments. This change order was tracked via force account and included the time, labor and materials to regrade 3" and incorporate the amendments into the soil.

6. Backflow Preventer Installation (\$3,506.76)

The one inch (1") potable water service did not include a backflow preventer as this is a standard water service for the water fountains on site. Water Services of this size at a park do not typically require the installation of the backflow prevention device. After discussions with Municipal Services staff, a backflow preventer was preferred due to the length of the pipe. The water service is 261 feet long which makes the line more susceptible to damage which could contaminate the main line. This change order includes the labor, materials, and equipment to install a 1" backflow preventer per City Standard.

7. Bioswale Outlet Structure Grate (\$751.09)

The outlet structure is an 18" PVC storm drain line. To increase safety and ease of maintenance, staff determined a rebar grate should be installed to cover the outlet. The grate will prevent debris, animals and children from entering the storm drain line. This change order is for the labor and materials for this work.

All changes are 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 that 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 increase site safety and the parks landscape.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Municipal Infrastructure

General Principles:

- 5. Safe, well designed and attractively maintained parks and facilities

Action Item:

- 19. Develop Montana Park

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 269-60-614-381.51270 "Construction Project" and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of \$547,438.50 will be increased in the amount of \$38,271.23, for an increase of 6.5%, bringing the total contract to \$585,709.73.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On March 24, 2016 Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development) of the CEQA Guidelines. This Contract Change Order does not modify that determination. Therefore no additional determination is needed.

7. ALTERNATIVES:

- A. Deny the change order. Staff does not recommend this because this change order is for work that was needed for changes that were directed in the field.

City Council Synopsis
October 25, 2016



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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Retainer Agreement with GWLand Associates, Inc., of Sausalito, California, for right-of-way and property appraisal services, for Fiscal Years 2016-19, under City Project No. 16-44 "Retainer Agreement for Right-of-Way and Property Appraisal Services," in an amount not to exceed \$150,000

2. DISCUSSION OF ISSUE:

On occasion the City of Turlock has the need to outsource right-of-way and property appraisal work due to the specialized nature of the requested services and the time frames necessary to achieve right-of-way compliance on federally funded projects. Retainer agreements provide the ability for City staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required, a service request is issued, on a project-by-project basis, with funding provided through the associated project. These projects may be funded through a variety of federal, state or local funding sources, so the required services are not limited only to federally funded projects.

On May 4, 2016, five (5) proposals were received for City Project No. 16-44 "Retainer Agreement for Right-of-Way and Property Appraisal Services." Four (4) of the five (5) proposals were deemed responsive and scored accordingly. The firms were evaluated and selected on the basis of competence and qualifications, rather than low bid. Through their proposals Associated Right of Way Services, Inc. (ARWS), and Bender Rosenthal, Inc., demonstrated a clear understanding of the terms and expectations for work required by the City, as well as the competence and desired experience. The Proposal Selection Committee, comprised of three (3) employees of the Development Services Department,

OK for signature
Jam S. Eif

recommended the approval of a Retainer Agreement with both firms based on the consolidated scoring results (Attachment No. 1). This approach not only promotes competition between the firms, generating the best value to the City and taxpayers, but provides alternatives to the City in the event a contracted firm, due to their workload or staffing at the time, is unable to provide deliverables for a priority project in a timely manner.

The not-to-exceed amount of \$150,000 and three-year term provided within those agreements are consistent with CalTrans requirements and guidelines for utilization on federal-aid projects, which represent a large portion of the capital project work performed each year.

On June 28, 2016, the City Council awarded retainer agreements to both ARWS and Bender-Rosenthal, based on the recommendation of City staff. However, following this approval, Bender-Rosenthal failed to provide the required insurance documentation and expressed their desire to not obtain the insurance needed by the City. As such, the City never fully executed that agreement.

City staff contacted the next firm on the scoring list, GWLand Associates, Inc., and determined that firm still had an interest in executing a retainer agreement and did have the insurance necessary to meet City requirements. Furthermore, the firm demonstrated a clear understanding of the terms and expectations for work required by the City, as well as the competence and desired experience. Therefore, City staff is recommending the execution of a retainer agreement with GWLand Associates, Inc., to ensure the availability of multiple service providers.

3. BASIS FOR RECOMMENDATION:

- A. Staff will be able to call on a consultant for right-of-way and property appraisal services without having to go through a separate, competitive advertising period for each project.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

General Principles:

- 6. Ensure efficient use of resources and maximize value within department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$150,000. The exact cost is project dependent; actual costs will be paid with funds associated with a specific project. This amount

is an estimate based on past costs and future needs, but does not entitle the consultant any compensation if their services are not necessary.

No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The award of this professional services retainer agreement is not a "project" as defined by the California Environmental Quality Act (CEQA).

7. ALTERNATIVES:

- A. Reject the award of this consultant agreement. Staff does not recommend this alternative due to the fact the right-of-way and property appraisal services are necessary for many projects for which the City has received funding allocations. In addition, having multiple retainer agreements provides increased competition and accountability for each of the selected firms.



**RETAINER AGREEMENT
for Special Services
between
the CITY OF TURLOCK
and
GWLAND ASSOCIATES, INC.
for
RIGHT OF WAY AND PROPERTY APPRAISAL SERVICES
City Project No. 16-44**

THIS AGREEMENT is made this 25th day of October 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **GWLAND ASSOCIATES, INC.**, a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional right-of-way and property appraisal services; 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: The Scope of Work includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. 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 set forth in each Service Request and herein. 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.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit C and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00). 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 shall continue in full force and effect beginning October 25, 2016, and ending June 30, 2019, subject to CITY's availability of funds.

6. 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 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.

(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 insure 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.

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

8. 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy

or insolvency of 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.

11. 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.

12. 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.

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

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. 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.

15. 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.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify 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.

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

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

27. COMPLIANCE WITH LAWS: 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.

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

29. 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.

30. 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.

31. 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.

32. 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.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: GWLAND ASSOCIATES, INC.
ATTENTION: KATHY WOOD
215 CALEDONIA STREET, SUITE 303
SAUSALITO, CA 94965
PHONE: (415) 729-9002
FAX: (415) 729-9013

for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5461
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Rich Fultz, P.L.S., City Land Surveyor / Development Services Supervisor
Development Services Department
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6037
E-mail: rfultz@turlock.ca.us

35. OTHER SOURCES: CITY reserves the right to obtain right-of-way and property appraisal services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

36. SUBCONTRACTED SERVICES: The CONSULTANT is responsible for performing the work required under the contract in a manner acceptable to the CITY. The CONSULTANT'S organization and all associated consultants and sub-consultants must be identified at the time of the proposal. If the CONSULTANT wishes to use a sub-consultant not specified in the proposal, prior written approval must be obtained from the CITY. All contracts between CONSULTANT and a sub-consultant that exceed \$25,000 for work or services to be performed shall contain all of the required provisions of the prime contract.

37. NON-DISCRIMINATION STATEMENT OF COMPLIANCE: CONSULTANT'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

38. DEBARMENT AND SUSPENSION CERTIFICATION: CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

39. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract will vary and be established with each Service Request. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached to each Service Request and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

GWLAND ASSOCIATES, INC.

By: _____

Title: _____

Print name: _____

Federal Tax ID _____

Date: _____

SERVICE REQUEST NO. ____ - ____

CONSULTANT: GWLAND ASSOCIATES, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Right-of-Way and Property Appraisal Services ("Agreement") dated October 25, 2016, between the City of Turlock ("City") and GWLand Associates, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific right-of-way and property appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

GWLAND ASSOCIATES, INC.

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

By: _____

Title: _____

Date: _____

Address:

215 Caledonia Street, Suite 303
Sausalito, CA 94965

Phone: (415) 729-9002

**CITY OF TURLOCK, CALIFORNIA
NOTICE TO CONSULTANTS**

Proposals will be received by the City of Turlock, Development Services Department, Engineering Division, Attention: Wayne York, 156 S. Broadway, Suite 150, Turlock, California 95380, until 4:00 p.m. on Wednesday, May 4, 2016, for:

**City Project No. 16-44
Request for Qualifications (RFQ)
Retainer Agreement for Right-of-Way and Property Appraisal Services**

In accordance with and as described and provided in the Request for Qualifications (RFQ), all of which are on file in the office of the City Engineer, and to which special reference is hereby made. The City is seeking to enter into an agreement with one or more qualified consultants to provide professional right-of-way and property appraisal services.

No verbal, telegraphic, electronic mail, facsimile, or telephone proposals shall be considered. Proposals are required to be complete and for the entire work indicated in the RFQ. Special attention should be made to the insurance requirements in the contract. Proposals may not be withdrawn for a period of thirty (30) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

Copies of the RFQ may be downloaded from the Engineering Division's website or obtained at no cost from the Office of the City Engineer, 156 South Broadway, Suite 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to <http://www.cityofturlock.org/capitalprojects>.

The City of Turlock requires that Consultants take affirmative steps to comply with Executive Orders 11625, 12432 and 12138, and 34 CFR 85.36(e). Every feasible opportunity for minority and women's business enterprises to participate in procedures for gaining contracts and subcontracts shall be provided by each party submitting a proposal. Selected consultants may work on federally-funded projects and subject to additional federal qualifications or reporting requirements at that time.

DATED: April 8, 2016

CITY OF TURLOCK



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



City of Turlock
Development Services Department
Engineering Division

Request for Qualifications

City Project No. 16-44
**Request for Qualifications:
Retainer Agreement for Right-of-Way and Property Appraisal Services**

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional right-of-way and property appraisal services.

Submit Proposals to:
City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline
Wednesday, May 4, 2016
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:
Wayne York, Transportation Engineering Supervisor
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-6039
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional right-of-way and property appraisal services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an “as needed” basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

Project Summary

Consultant shall provide professional residential and commercial property appraisal services to the City of Turlock on an “as needed” basis. These properties may be full or partial acquisitions, rights of way, as well as residential or commercial properties that may be acquired through eminent domain. These services shall comply with standard industry appraisal requirements, as well as federal acquisition requirements as outlined in 49 CFR Part 24.

Scope of Services

The proposed scope of services would include, but would not be limited to the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City’s properties and/or structures;
2. Appraisal of properties funded by multiple funding sources;
3. Appraisal services that conform to eminent domain protocols;
4. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City’s requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;

- b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
- c. Provide professional appraisal services;
- d. Professional services during the bid process and project construction;
- e. Third party review consultation related to documents prepared by the City or other consultants retained by the City.

In addition, the City may elect to have the Consultant act as "Contract Manager," as defined in Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM), for one or more projects throughout the life of this agreement. If this election is made the Consultant would be responsible for the following:

1. Performing a functional review for each right-of-way activity;
2. Approving and coordinating all consultant activities;
3. Approving requests for payment (after completion of work);
4. Preparing interim/final contract completion reports and performance evaluations.

Assumptions

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for professional right-of-way and property appraisal services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this

does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional right-of-way and property appraisal services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work (i.e. copies of California State Appraiser Licenses and Certificates);
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. Describe experience working within the Northern California real estate market in general and the Turlock real estate market in particular;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock. This section should include a description of the firm or individual's access to and use of computerized databases as a means of reducing costs and insuring timely delivery of services. Include the expected length of time from the time the service is requested to the delivery of the completed appraisal;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of your services during the past two years. In addition, provide at least three samples of work, with confidential information redacted, of such services to be reviewed for form, clarity, and thoroughness.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages (not including a cover page) and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

Contractual Requirements / Retainer Agreement

A Retainer Agreement for Right-of-Way and Property Appraisal Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2016, through June 30, 2019.

Please review the included sample agreement, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered

responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors (50 points max):
 - a. Understanding of the work to be done (12 pts),
 - b. Experience with similar kinds of work (12 pts),
 - c. Quality of staff for work to be done (7 pts),
 - d. Capability of developing innovative or advanced techniques (5 pts),
 - e. Familiarity with state and federal procedures (5 pts),
 - f. Demonstrated technical ability (5 pts),
 - g. Financial responsibility (4 pts),
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the Consultant's staff member that would most likely be assigned to work on projects identified by the City. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

Anticipated Schedule of Award

Staff anticipates scoring written proposals in early May, conducting interviews (if needed) in late May, and providing recommendations to the City Council for consideration of award at the regularly scheduled city council meeting on Tuesday, June 28, 2016.



**RETAINER AGREEMENT
for Special Services
between
the CITY OF TURLOCK
and**

_____ for
**RIGHT OF WAY AND PROPERTY APPRAISAL SERVICES
City Project No. 16-44**

THIS AGREEMENT is made this 28th day of June, 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 "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional right-of-way and property appraisal services; 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:** The Scope of Work includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. 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 set forth in each Service Request and herein. 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.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for 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 One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00). 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 shall continue in full force and effect beginning July 1, 2016, and ending June 30, 2019, subject to CITY's availability of funds.

6. 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 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.

(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.

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

8. 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of 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.

11. 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.

12. 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.

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

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. 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.

15. 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.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify 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.

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

the State of California.

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

27. COMPLIANCE WITH LAWS: 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.

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

29. 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.

30. 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.

31. 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.

32. 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.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONSULTANT: CONSULTANT NAME
ATTENTION:
STREET ADDRESS
CITY, STATE, ZIP
PHONE: (xxx) xxx-xxxx
FAX: (xxx) xxx-xxxx**

for CITY: **CITY OF TURLOCK**
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5461
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Rich Fultz, P.L.S., City Land Surveyor / Development Services Supervisor
Development Services Department
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6037
E-mail: rfultz@turlock.ca.us

35. OTHER SOURCES: CITY reserves the right to obtain right-of-way and property appraisal services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

36. SUBCONTRACTED SERVICES: The CONSULTANT is responsible for performing the work required under the contract in a manner acceptable to the CITY. The CONSULTANT'S organization and all associated consultants and sub-consultants must be identified at the time of the proposal. If the CONSULTANT wishes to use a sub-consultant not specified in the proposal, prior written approval must be obtained from the CITY. All contracts between CONSULTANT and a sub-consultant that exceed \$25,000 for work or services to be performed shall contain all of the required provisions of the prime contract.

37. NON-DISCRIMINATION STATEMENT OF COMPLIANCE: CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by

reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

38. DEBARMENT AND SUSPENSION CERTIFICATION: CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

39. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract will vary and be established with each Service Request. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the

Consultant Contract DBE Information (Exhibit 10-O2) attached to each Service Request and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise

(DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

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

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

By: _____

Title: _____

Print name: _____

Federal Tax ID _____

Date: _____

SERVICE REQUEST NO. ____ - ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Right-of-Way and Property Appraisal Services ("Agreement") dated June 28, 2016, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific right-of-way and property appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation _____

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

By: _____

Title: _____

Date: _____

Address:

Phone: _____

GWLand Associates Inc.

Geser, Wood, Llamas

Exhibit B

**CITY OF TURLOCK
DEVELOPMENT SERVICES DEPARTMENT
ENGINEERING DIVISION**

Statement of Qualifications
City Project No. 16-44

Right-of-Way and Property Appraisal Services

May 4, 2016

GWLand Associates Inc.

Geser, Wood, Llamas

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GWLand Associates Inc.

Geser, Wood, Llamas

May 4, 2016

City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Re: Statement of Qualifications – Professional Right-of-Way and Property Appraisal Services. City Project No. 16-44

Dear Mr. York:

Thank you for the opportunity to submit the enclosed Statement of Qualifications for Right-of-Way and Property Appraisal Services.

GWLand Associates, Inc. is a newly formed corporation specializing in real property services for public agency projects. Our partners have a combined 60+ years in right of way land acquisition, property management, and relocation assistance services. Smith and Associates, Inc., RowLand Valuation, and Henry Spoto, Jr. will provide appraisal services as sub-consultants to GWLand Associates, Inc.

All services provided by our company are performed in compliance with the Uniform Relocation and Real Property Acquisition Policies Act, State Eminent Domain Law, and all associated state and federal guidelines.

Kathy Wood will be the designated lead contact for future City of Turlock projects. Ms. Wood has successfully operated and managed her own right of way consultant business for the past ten years coordinating right of way projects and acquiring fee and easement interests on behalf of public agencies throughout the greater Bay Area, the Central Valley, and Northern California.

All inquiries related to this Statement of Qualifications should be directed to Kathy Wood at the following address or via e-mail to kathygw154@gmail.com:

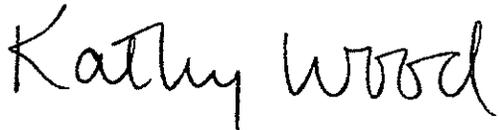
GWLand Associates, Inc.
215 Caledonia Street, Suite 303
Sausalito, CA 94965
(415) 729-9002 (tel.)
(415) 729-9013 (fax)

GWLand Associates Inc.

Geser, Wood, Llamas

A rate sheet is included in a separately sealed envelope per the requirements set forth in the City's Request for Statement of Qualifications.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Wood". The signature is written in a cursive, flowing style.

Kathy Wood, Partner
GWLand Associates, Inc.

GWLand Associates Inc.

Geser, Wood, Llamas

GENERAL INFORMATION

FIRM PROFILE

GWLand Associates, Inc.
215 Caledonia Street, Suite 303
Sausalito, CA 94965

Tel: (415) 729-9002

Fax: (415) 729-9013

Person authorized to negotiate contract terms and make binding agreements:

Kathy Wood, Partner

Following are the business licenses and certifications held by **GWLand Associates, Inc.**

California Corporate License Number: C3877876

BRE License Number: 01200209 (Kathleen Wood)

BRE License Number: 01318702 (Terri Geser)

BRE License Number: 01917961 (Hallie Llamas)

State of CA Notary Public Commission: 1611963 (Terri Geser)

SUBCONSULTANT INFORMATION

GWLand Associates proposes to subcontract Appraisal Services with the following appraisal firms:

Smith & Associates, Inc.
RowLand Valuation – Michael Lockard
Henry Spoto, Jr.

Michael Lockard's firm is based in Ripon, CA. Henry Spoto Jr. will perform appraisal review when required on federally funded projects.

The following pages include copies of appraiser certifications.



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Terry S. Larson

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 007041

Effective Date: December 1, 2014
Date Expires: November 30, 2016


Jim Martin, Bureau Chief, BREAA

3015304



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

William C. Schnitzer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 006766

Effective Date: April 1, 2015
Date Expires: March 31, 2017


Jim Martin, Bureau Chief, BREA

3020416



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Michael E. Lockard

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 011733

Effective Date: August 3, 2015
Date Expires: August 2, 2017


Jim Martin, Bureau Chief, BREA

3021671



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Henry R. Spoto

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG-019970

Effective Date: December 3, 2014
 Date Expires: December 2, 2016

Jim Martin
 Jim Martin, Bureau Chief, BREB

3017552

GWLand Associates Inc.

Geser, Wood, Llamas

FIRM BACKGROUND

OVERVIEW

In 2016, Kathy Wood joined forces with partners, Terri Geser and Hallie LLamas to form GWLand Associates, Inc. Collectively the partners have accumulated over 60+ years experience in the right of way industry. During this time, the partners have worked on a wide array of public works assignments including, but not limited to, the following types of public works projects:

- Freeway and road widening
- Roadway roundabouts
- Bicycle lanes/multi-use trails
- Pedestrian and landscaping improvements
- Bridge rehabilitation and replacement
- Flood control
- Airport noise mitigation
- Downtown improvement projects
- Water pipeline
- Public transit including light rail, train and bus
- Government office buildings
- Open Space
- Utilities

GWLand Associates, Inc. offers right-of-way program management, right-of-way acquisition and relocation assistance services to public agencies throughout Northern and Central California. We propose to provide **contract management, right-of-way and property appraisal services** to the City of Turlock in response to this Request for Qualifications.

Partner Biographies are included on the following pages summarizing the range and depth of experience the Partners collectively bring to the table. In addition, our Partners have considerable experience in the management and oversight of other consultants. Kathy Wood is currently acting as the interim Right of Way Manager for the County of Sonoma on a part-time basis. In this role Kathy oversees the work of appraisers and right of way consultants on a number of federally funded bridge projects. Both Hallie LLamas and Terri Geser have held similar management roles during their right of way careers.

GWLand Associates Inc.

Geser, Wood, Llamas

PARTNER BIOGRAPHIES

Kathy Wood – Partner

Kathy Wood is one of the managing partners with GWLand Associates, Inc. Kathy has worked in the right of way industry since 1992 and began her training with a private right of way services company. Prior to 1992, Ms. Wood worked for a group of real estate investors in San Francisco and provided property management services. After a period working for a public agency, Ms. Wood returned to the private sector to work on public agency projects. In 2006, Ms. Wood established her own right of way consulting firm contracting out with public agencies in the Bay Area, northern California, and the Central Valley. Ms. Wood is an expert in the right of way field and has an extensive knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law. She specializes in right of way land acquisition, right of way program management, and relocation assistance services. Ms. Wood has invested over 200 hours in classes and coursework related to right of way and real estate subject matter including real estate law, real estate finance, right of way acquisitions and negotiations, property management, real estate appraisal, business relocation, and residential relocation assistance in addition to completion of on-going educational requirements for her real estate broker's license. Ms. Wood has participated in depositions and provided court testimony related to right of way acquisition work. She has also worked closely with Caltrans District staff on federal and state funded projects and is proficient in drafting right of way certifications on behalf of public agency staff.

Recent Real Estate Project Experience

County of Sonoma – Dept. of Transportation and Public Works

Ms. Wood has been providing right of way management services to the County for a variety of projects including five (5) federally funded road-bridge widening projects. The work involves oversight of right of way consultants responsible for performing land acquisition services and general guidance to public agency staff with regard to right of way activities.

City of Plymouth – State Route 49 and Main Street Intersection Improvement Project

Ms. Wood provided right of way acquisition services for the purchase of temporary and permanent easements as well as partial fee acquisitions for a new roundabout project.

City of South Lake Tahoe – El Dorado Beach to Ski Run Blvd. Bicycle Trail

Ms. Wood provided right of way acquisition services for the purchase of temporary and permanent easements along a section of Hwy 50 in South Lake Tahoe.

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Geser, Wood, Llamas

EDUCATION & CREDENTIALS

University of Lancaster, UK.; BA(Honors) English Lit. & Lang.
State of California Real Estate Broker, License No. 01200209

Hallie Llamas – Partner

Hallie Llamas is one of the managing partners with GWLand Associates Inc. Hallie has worked in the Right of Way industry for over 25 years. She has a well rounded right-of-way career that includes extensive work on a variety of highway projects during her 13 year tenure with Caltrans, District 4. Her Caltrans experience included appraising, estimating, acquisition, excess land sales, and property management. Since then, Ms. Llamas has managed multiple staffs and budgets, developed and implemented practices for property acquisition management, disposal, leasing, and asset management. Her range of experience in the right of way field includes working as a Right of Way Appraiser as well as a Senior Right of Way agent, Manager of Real Estate for Alameda-Contra Costa Transit District and Real Estate Administrator for the City of Berkeley. As a Real Estate Administrator, she oversaw the work of Right of Way Agents, Administrative Assistants, Disability Coordinators, Senior Management Analysts and Clerical staff. Ms. Llamas has a Bachelor's degree in Economics, a Law Degree and a Real Estate Broker License.

Recent Real Estate Project Experience

California High Speed Rail Project - CAHSR

Ms. Llamas managed one of several consultants responsible for the delivery of right of way for this project to provide a high speed rail train through the State of California. As a Right of Way Agent for the California High Speed Rail Authority, Ms. Llamas approved task orders, managed and helped prioritize the consultant's assignments, provided cost estimates for alternative technical concepts, reviewed appraisals, and processed Resolution of Necessity requests to the State Public Works Board.

East Bay Bus Rapid Transit Project Alameda-Contra Costa Transit District

As the Real Estate Manager for Alameda-Contra Costa Transit District, Ms. Llamas managed the consultant responsible for the delivery of right of way for this project to provide a dedicated bus lane through Oakland and San Leandro. She reviewed and approved appraisals, provided oversight and guidance to the consultant, recommended the approval of just compensation, provided relocation services, and secured leases and established a community outreach center for impacted neighborhoods.

GWLand Associates Inc.

Geser, Wood, Llamas

EDUCATION & CREDENTIALS

Bachelor of Arts University of California, San Diego
San Francisco City College Coursework
John F. Kennedy University School of Law, Juris Doctor
State of California Real Estate Broker, License No. 01917961

Terri Geser - Partner

Terri Geser is one of the managing partners with GWLand Associates Inc. She has been involved with the management and delivery of public land acquisition projects, property management, and residential and business relocation assistance for over 18 years in both the public and private sectors. Ms. Geser started her right of way career at the California Department of Transportation and has a wide range of real estate activities including managing commercial, vacant, and residential properties, marketing vacant property for sale and lease, performing tenant screening, delivery of right of way and land acquisition for large public infrastructure projects including acquisition of municipal and utility facilities, and working on flood protection projects. Ms. Geser's role at GWLand Associates, Inc. includes providing right of way and real estate negotiations, property management, and acquisition services, contract and document preparation, client communications, escrow monitoring and title review, and related services for our public agency clients. Ms. Geser has worked on public utility projects and the acquisition of permanent and temporary construction easements. Work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Housing and Community Development Department, Caltrans standards, and appropriate state and federal guidelines.

Recent Real Estate Project Experience

Napa Flood Control Project

Ms. Geser was responsible for right of way negotiations for commercial, vacant land, and residential properties as required for the Napa River expansion project with the Army Corp of Engineer. Ms. Geser also provided relocation assistance services for both business and residential occupants. All negotiations and relocation services were in compliance with FHWA and Caltrans standards, and included Caltrans oversight.

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Geser, Wood, Llamas

Pacific Gas & Electric

Ms. Geser has provided right of way negotiations for commercial, vacant, and residential properties. Ms. Geser has worked on many gas transmission projects involving new valve lots, gas line replacement, and construction of new launcher and receiver sites. Ms. Geser has managed several consultant teams to assist with several segments of work-stream for PG&E

City of Berkeley

Ms. Geser managed City owned properties from small commercial tenants to high profile hotels, chain restaurants, yacht clubs and non-profit organizations.

EDUCATION & CREDENTIALS

California State University, Bachelor of Business Administration, Finance & Accounting

State of California Real Estate Broker, License No. 01318702

State of California Notary Public Commission No. 1611963

SR/WA, Senior Member, International Right of Way Association

Background information on the firm's sub-consultants is provided on the following pages.

GWLand Associates Inc.

Geser, Wood, Llamas

SUB-CONSULTANTS

SMITH & ASSOCIATES, INC. - REAL ESTATE APPRAISAL & CONSULTING

Contact - Mr. Terry S. Larson, MAI – Partner

Email TLarson@SmithAssociatesInc.com

Web Site www.SmithAssociatesInc.com

East Bay Office/Corporate Headquarters

140 Town & Country Drive, Suite F
Danville, CA 94526
Phone (925) 855-4950, ext. 226
Fax (925) 855-4951

San Francisco/Silicon Valley

520 S. El Camino Real, Suite 342
San Mateo, CA 94402

Sacramento Area

111 Woodmere Rd., Suite 140
Folsom, CA 95630

Size of Firm

Smith & Associates is one of the largest real property appraisal firms in Northern California with 22 California licensed full time appraisers, including 9 MAI and ASA designations, 3 International Right of Way Association members, and 3 qualified expert witnesses.

Partners

Terry Larson, MAI
Dennis Smith, MAI
John Carrothers, MAI

Appraisers

William Schnitzer, ASA
Paul Urvinitka, MAI
Lisa Wright, MAI
Bill Hurd, MAI
Robin Schwedhelm, MAI
Lisa Federico
Greg Hansen, MAI
Thomas Venuti
Russ Sherwood

Appraisers

Mark Bacanskas
Jake Johnson
Gary Beckman
Brian Kennedy
Gary Larsen
Bradon Smith
Oliver Gibbons
Matt Carriere
Mike Dixon
Peter Douglas

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Geser, Wood, Llamas

Firm's Background

Smith & Associates is an independent Real Estate Appraisal and Consulting firm specializing in Commercial Real Estate Appraisal and Valuation Services in the Greater Bay Area and Sacramento Regions. Smith & Associates was formed in 1998, formerly known as Smith Denton Associates. Prior to that Mr. Dennis Smith, MAI was employed by Bank of America in 1972 and became an independent appraiser in 1980.

Mr. Terry Larson, MAI joined Smith & Associates in 1997 after 18 years in the appraisal business. Mr. Larson is a Partner of the firm and manages all eminent domain work, litigation support services, arbitration and mediation services, and special purpose assignments such as airport appraisals, and is responsible for these appraisal assignments throughout Northern California. Mr. Larson also oversees a variety of other appraisal assignments with his 30 years of appraisal experience.

Mr. Larson is a member of the Appraisal Institute (MAI) and the International Right of Way Association, and he has a California Certified General Real Estate Appraiser License. His speaking engagements include: Santa Clara County Brokers Association, Role of the Real Estate Appraiser; SW Chapter American Assoc. of Airport Executives, Appraisal/Lease Negotiations; Appraisal Institute Spring Litigation Conference, Subsurface Easements; IRWA Chapter 42 Annual Spring Conference, Appraiser Right of Way Debate and Agency/Owner Appraisal Issues; and Continuing Legal Education Eminent Domain Conference, Temporary Construction Easements.

Resumes of key members of staff are included in the Appendix to this Statement of Qualifications.

GWLand Associates Inc.

Geser, Wood, Llamas

ROWLAND VALUATION

Michael E. Lockard, MAI, R/W-AC

RowLand Valuation is a local appraisal firm specializing in valuation and consulting services for right of-way and public projects. Right of way appraisal reports and valuation services include: ROW project estimates and value engineering, full and partial acquisition appraisals, permanent and temporary easements, damages/benefits analysis, appraisal review, and general right of way consulting. Additional right of way valuation services includes leasehold analysis and crop damage estimates. Appraisals are completed according to standards suitable for public acquisition and compliance with the Uniform Act.

Legislative Actions and Controlling Regulatory Requirements:

Uniform Relocation Assistance and Real Property Acquisition Policies Act
Uniform Relocation Act Amendments of 1987
FHWA – Title 49 Code of Federal Regulations Part 24 / 23 CFR Part 710
Uniform Appraisal Standards for Federal Land Acquisitions
California Code of Civil Procedures (“Eminent Domain Law”)
Caltrans Appraisal Policies (Chapter 7)

Current Responsibilities

Michael E. Lockard started *RowLand Valuation* in 2011, with 20 years of prior commercial real estate and Right of Way/Eminent Domain valuation experience. Mr. Lockard specializes in regulatory compliant, full and partial acquisition appraisal and review assignments for public improvement projects. Based on over 300 completed appraisals for public agencies and owners, Michael has the skills and knowledge to provide reliable judgments for unique acquisition scenarios.

A full resume is included in the Appendix of this Statement of Qualifications.

HENRY SPOTO, JR. – REVIEW APPRAISER

Henry Spoto, Jr. is a sole proprietor business with over 50 years in the right of way industry - 32 years of which were spent working for the California Department of Transportation. Mr. Spoto has reviewed hundreds of right-of-way appraisals throughout his long career and he has testified as an appraisal witness in various California Superior Courts. Mr. Spoto has worked as independent consultant specializing in Appraisal Reviews since 1991.

Mr. Spoto's full resume is included in the Appendix of this Statement of Qualifications.

GWLand Associates Inc.

Geser, Wood, Llamas

SERVICES AND HISTORY

SERVICES PROVIDED

GWLand Associates, Inc. offers to provide the following services:

- Contract Administration
- Right of Way Acquisition
- Appraisal
- Appraisal Review (federally funded projects)

Following is a summary of our combined right-of-way work expertise and services:

Project Management/ Right of Way Acquisition Services

- ✓ Contract Management experience as defined in Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM) and further described in Chapter 10 of the LAPM
- ✓ Project management experience working on multiple projects for various public agencies, coordination with private engineering companies on multi-parcel acquisitions, and oversight of acquisition staff on multiple parcel projects
- ✓ Right of way planning and consulting services – providing public agency staff with input on right of way schedules, right of way requirements, land acquisition procedures and the right of way process
- ✓ Supervision of acquisition staff and sub-consultants
- ✓ Court deposition and testimony experience on acquisition-related work
- ✓ Representation of Public Agencies at public meetings
- ✓ Participation in Closed Session Meetings with public officials
- ✓ Preparation of Right of Way Certifications for public agency review and signature

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Acquisition Services

- ✓ Working knowledge of the Uniform Relocation and Real Property acquisition Policies Act of 1970 (Uniform Act)
- ✓ Working knowledge of California Government Code Section 7267 et seq.
- ✓ Working knowledge of California Code of Civil procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060
- ✓ Working knowledge of Caltrans Right-of-Way Manual
- ✓ Obtain Permits to Enter for pre-construction activities
- ✓ Draft Tenant Consent Documents for Agency review
- ✓ Draft Conveyance Documents for Agency review
- ✓ Preparation of offers of just compensation packages for Agency approval
- ✓ Sixty (60) combined years+ experience negotiating with property owners for the acquisition of full and part-take fee property and permanent and/or temporary construction easements
- ✓ Preparation of Administrative Settlement Documents for Agency review and approval
- ✓ Maintenance of property acquisition files in accordance with Caltrans and general industry standards
- ✓ Preparation of escrow instructions and coordination with title companies on escrow closing
- ✓ Title review services

Appraisal Services

- ✓ Appraisal of full and part-take commercial/residential/agricultural properties
- ✓ Preparation of full narrative appraisal reports, summary reports and cost estimates
- ✓ Appraisal review/review certificates

GWLand Associates Inc.

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WORK EXPERIENCE

Following are examples of work completed on projects within the last 5 years:

County of Sonoma

Miscellaneous Bridge and Road Widening projects

December 2014 – Present

Right of Way Management and Coordination (multiple parcels)

Kathy Wood has been providing right of way management services to the County of Sonoma since December, 2014. The County currently has five (5) Bridge projects with federal funding. Kathy is providing oversight of right of way consultants, liaison with Caltrans District 4 staff, and general advisory services. Two of the five projects are in the appraisal phase and three projects will commence right of way activities later in 2016 and 2017.

City of Plymouth

SR 49 and Main Intersection Improvement Project

January 2015- December 2015

Right of Way Acquisition Services (4 properties)

Kathy Wood provided right of way acquisition services on a sub-consultant basis. The project involved working with a small community that was divided with regard to the installation of a roundabout at a dangerous stop sign location. Three of the four properties settled but one contentious parcel is currently in litigation with the City.

City of South Lake Tahoe, Highway 50

El Dorado Beach to Ski-Run Blvd. Bicycle Trail Project

2014

Acquisition services to acquire easements from 4 properties

Kathy Wood provided right of way acquisition services on a sub-consultant basis. One property was withdrawn from the project based on a project redesign. One other parcel involved a donation from another public agency. One of the parcels was a large timeshare community whose board claimed they did not have authority to grant easements. This could have potentially involved 500+ timeshare owners. It appears that the issue has been resolved and the representative board can now proceed.

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Sonoma County Transportation Authority (SCTA) 2012-2013 MSN-B1 (Marin Sonoma Narrows – Segment B1)

Right of way acquisition services for four (4) property owners

Kathy Wood provided right of way acquisition services on this project. The project involved working closely with Caltrans staff. Caltrans required consultants to use in-house forms and documentation. One property involved working with a native-american tribe and tribal leaders on land earmarked for a future casino. Another property involved a signboard whose ownership was unknown. This parcel went to litigation and Kathy Wood was called for deposition.

Other examples of the Partner's work are included in the Partner Biographies.

Appraisal work (partial list) completed by ROWLand Valuation in the Central Valley area including the City of Turlock includes the following -

California High Speed Rail Project (2013-2016) State of California

Nature of Assignment

The Fresno to Bakersfield HST Project section, about 114 miles long, would connect a Fresno station, a Kings/Tulare Regional station, and a Bakersfield station. The planned HST line north of the Fresno to Bakersfield section would extend to Merced and west over the Pacheco Pass, connecting the San Francisco to San Jose HST Project. South of the Bakersfield station, the HST line would continue to Los Angeles via Palmdale.

As part of the construction for the Project, a rail line will be constructed within a 100 foot rail corridor ("S" Line), and several streets will be widened to accommodate bridges over the High Speed Rail corridor and the BNSF Railroad.

The purpose of the assignment was to furnish opinions of fair market value of several fee simple full and partial acquisitions. Properties within the Project included industrial, transitional commercial, residential, and agricultural properties.

Delta-Mendota Canal Interconnection Project (2013) Byron-Bethany Irrigation District

Nature of Assignment

The Byron-Bethany Irrigation District intends to acquire pipeline easements to construct a 36 inch water pipeline from an existing pump station (Pump Station 3) to the Delta-Mendota Canal. The project also includes the construction of a flow meter vault with 30 inch turnout piping to Canal 155, blow-off structure, and an above grade discharge into the Delta Mendota Canal at the outlet of the Banks Pumping Plant Discharge pipe. This assignment includes the valuation of several rural residential properties impacted by the proposed pipeline project.

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Lathrop Community Complex Project (2012) **City of Lathrop**

The proposed project requires a 6.00 acre portion in fee simple interest and 0.88 acre portion as a permanent joint use access easement for the Lathrop Community Complex Facility. The proposed facility improvements include an 8,323 square foot community complex building, 1.9-acre amphitheater/recreational area, 10,000 square foot skate/BMX park, new playground area, new parking lot, new driveway, and completed offsite improvements (such as curbs, gutters, and sidewalks). The community complex building will house a youth and teen center, multipurpose community room, computer lab, library, study area, public art gallery, and restrooms. The Project is primarily funded by a Statewide Park Program Grant administered by the State of California Department of Parks and Recreation. The library portion of the project is funded by Culture & Leisure CFF Fund 226.

Proposed Park Site **Mr. Craig Y. Ogata, Director of Facilities** **County of San Joaquin (2010)**

The subject consisted of four Assessor's Parcels located on the east side of Tracy Boulevard, 1,980 feet north of Sugar Road, within an unincorporated area of San Joaquin County. The subject property was identified by the San Joaquin County Assessor's office as Assessor's Parcels 212-160-04, 212-160-09 (Portion), 212-130-12, and 212-130-13. The property was zoned AG-40 and General Planned for an agricultural use as administered by San Joaquin County. The subject was located within the City of Tracy's sphere of influence, however according to City of Tracy's General Plan the property was located within an area designated for an agricultural use. The subject was being considered for purchase by the County of San Joaquin for a future park use.

Corral Hollow Road Widening Project (2010) **Mr. Zabih Zaca** **Development & Engineering Services** **City of Tracy**

This project involved the widening of N. Corral Hollow Road between W. Grant Line Road and the Mall Entry. The project increased the number of through lanes from two to four while adding a center median of variable width to separate the two directions of travel and create turn pockets at W. Grant Line and W. Kavanagh Avenue. Other improvements included one new and two modified traffic signals, street lighting, a new sewer main, an 8-foot bike lane/emergency shoulder area, curb, gutter, and ADA compliant 5-foot sidewalks with curb ramps.

The purpose of the assignment was to furnish opinions of fair market value of several fee simple partial acquisitions, driveway easements, and public utilities easements. Properties within the Project included residential, transitional commercial with interim residential improvements, and vacant commercial land. Severance damages were applicable to two residential properties.

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Transit Center Project (2009)

**Ms. Maryn Pitt, Real Estate Services Manager
City of Turlock**

According to the site plans provided by the City of Turlock, the proposed transit center site consists of 2.79 acres of total land area. The proposed transit center was intended to support City and county bus services and also provided future transit services for Greyhound. According to the site plan, the proposed transit center included a bus shelter, ornamental street lights, bicycle rack, benches, landscaping, paved driveways, and a future building pad intended for a dispatch center and/or ticket sales. Portions of the driveway would be stubbed to accommodate reciprocal access and vehicle circulation to the two remaining privately owned parcels.

The purpose of the assignment was to appraise full and partial acquisitions for the project located at the southeast corner of Golden State Boulevard and Hawkeye Avenue.

A partial list of appraisals completed by Smith & Associates includes the following:

Santa Clara Valley Water District (SCVWD)

Llagas Creek Flood Protection Project

Morgan Hill

Smith & Associates was retained as a subcontractor by Overland, Pacific & Cutler (OPC) to perform the real property appraisals for the project.

The Project will provide 100-year level of flood protection in the urban areas of Morgan Hill, as well as an approximate 10-year level of flood protection in the agricultural areas of Gilroy and unincorporated County lands, including San Martin. Smith & Associates has appraised over 100 properties for the project to date. Properties include agricultural, residential, commercial and industrial.

The project involved part-takes that required investigation of damages for all property types. Loss of site improvements, include landscaping and trees, and mitigation of these loses as well as the visual impacts was an important part of the appraisals.

Stephen Ferranti, Engineer Unit Manager, SCVWD

sferranti@valleywater.org

408-630-2677

Steven Harris, Project Manager, OPC

sharris@opcservices.com

916-857-1520, ext. 8127

GWLand Associates Inc.

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Santa Clara Valley Transportation Authority (VTA)

BART Extension to Milpitas

Gladding Court, Milpitas

Smith & Associates has a 5 year contract with VTA to provide on-going appraisal and expert witness services for their real estate needs. Sample Assignment: BART line extension from Fremont to Milpitas where we appraised dozens of properties for eminent domain and construction of the project. VTA acquired part takes from two industrial buildings for the BART line extension and station in Milpitas, resulting in damages to both properties.

Smith & Associates appraised part takes of the two industrial buildings resulting in total damages to one building and an economic remainder to a portion of the other building. Damages to the buildings were a major consideration in the appraisals.

Allison Daniels, Right of Way Manager, VTA
allison.daniels@vta.org
408-321-5759

Knights Landing Ridge Drainage District (KLRD)

Mid-Valley Area Left Bank Knights Landing Ridge Cut Project

Part of the Larger Sacramento River Flood Control Project

Knights Landing

Smith & Associates was retained as a subcontractor by Interwest Consulting Group to perform the real property appraisals for the project. Interwest was a subcontractor to the engineering firm of Peterson Brustad. We have no direct contact for KLRD.

The project provides for the construction of seepage berms adjacent to the levee to control through seepage. The work included surveying and topographic mapping, review of existing subsurface data and laboratory test results, determination of design recommendations for through seepage and slope stability, preparation of construction plans and specifications, Design Documentation Report (DDR), identification of relocations including utility relocations, and development of right of way and temporary construction easements.

Smith & Associates appraised four large agricultural farming properties for part takes including Ditch Relocation Areas (DREA), Fee acquisitions, PG&E easement relocations, and Temporary Construction Easements (TCE). Property types included row crop land and orchards. Property owners concerns included severing of irrigation systems and costs to cure and loss of circulation for farm roads.

Barry O'Regan, PE, CFM, Vice-President, Peterson Brustad Inc.
boregan@ksninc.com
209-323-9864

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City of Sacramento

Consumnes River Blvd. Extension & I-5 Interchange Project Consumnes River Blvd. & I-5, Sacramento

Smith & Associates performed land appraisals totaling over 4,000 acres with 8 ownerships for the Consumnes River Blvd. & I-5 Interchange Project. Appraisals consisted of part-takes of land that had historically been agricultural, but with a proposed project called the Delta Shores Planned Community, a mixed-use project of housing and commercial.

The Consumnes River Blvd. Extension and I-5 Interchange Project is a combined effort of the City of Sacramento and the Federal Highway Administration. The project will include extending Consumnes River Blvd. from its current westerly terminus at Franklin Blvd. to an interchange at I-5, and further west to an intersection with Freeport Blvd. The proposed road will consist of three lanes with a center median in the east-west direction as well as a full cloverleaf freeway interchange with on-and off-ramps in the north and south directions. At completion, Consumnes River Blvd. will have water, sewer, and storm drain utilities. Additionally there will a grade separation over the I-5 freeway and the Union Pacific Railroad Tracks.

Richard Sanders, Real Property Agent, City of Sacramento
rsanders@cityofsacramento.org
916-808-7034

Contra Costa Water District

Los Vaqueros Reservoir Expansion Project

The project purpose expanded Los Vaqueros Reservoir to develop water supplies for environmental water management that supports fish protection, habitat management, and other environmental water needs in the Delta and tributary river systems, and to improve water supply reliability for urban users in the San Francisco Bay Area. Appraisals were needed to purchase land to mitigate lost habitat during the expansion of the reservoir.

Smith & Associates appraised ten large agricultural properties that were considered potential acquisition sites in support of acquisition for mitigation of lost habitat. Properties were primarily grazing land and appraisal issues involved damages associated with severing the remainders. The appraisal also investigated whether known endangered species were present on the subject properties as well as the comparable land sales. One appraisal was of a defunct golf course with a highest and best use question.

Dino Angelosante, Real Property Agent, Contra Costa Water District
DAngelos@ccwater.com
(925) 688-8162

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California High Speed Rail **Fresno to Bakersfield Section**

The California High-Speed Rail Authority will construct, operate, and maintain an electric-powered high-speed train system in California. When completed, the nearly 800-mile high-speed train system will provide new passenger rail service to California's major metropolitan areas and through the counties that are home to more than 90% of the state's population. The Fresno to Bakersfield HSR Section is a critical link connecting the Bay Area, Central California and Southern California.

Smith & Associates is retained as a subcontractor by Briggs Field Services to perform the real property appraisals for the project.

Smith & Associates has a 5 year contract to provide on-going appraisal services for the project. Properties include agricultural grazing land and orchards, as well as single family homes. We have appraised 25 properties to date. Acquisitions are part takes and major appraisal issues include damages to the remainder properties, including severing properties into two separated parcels, loss of access, uneconomic remainders and severing irrigation systems. Smith & Associates retained an irrigation consultant to provide cost-to-cure figures for payment of damages associates with irrigation systems.

Fred Arnold, Project Manager, Briggs Field Services
fred.arnold@briggsfieldservices.com
916-949-9107

Western Area Power Administration (WAPA) **Los Banos – Gates Transmission Project (Path 15)**

WAPA built the Los Banos – Gates Transmission Project (Path 15), a third transmission line to alleviate the bottleneck of electricity transmissions. WAPA is a Power Marketing Administrator in the Department of Energy who markets & transmits electricity from water projects in California. Smith & Associates appraised 80 agricultural properties along 85 miles for condemnation of easements for the project.

Mr. Steven Webber, Realty Specialist, Western Area Power Administration
awebber@wapa.gov
Phone 720-962-7272

GWLand Associates Inc.

Geser, Wood, Llamas

Modesto Irrigation District (MID) **Power Line Project**

MID operates two electric transmission lines for power needs in Stanislaus County. Smith & Associates appraised 40 agricultural properties along 17 miles for the condemnation & acquisition of easements for a new power line.

Mr. Jim Cloud, Right-of-Way Specialist, Electrical Consultants, Inc.
Phone 406-459-7808

GWLand Associates Inc.

Geser, Wood, Llamas

RESPONSE TIME

FIRM RESOURCES

Key Personnel

Kathy Wood	Contract Management, Right of Way Acquisition R.E. Broker
Hallie Llamas	Contract Management, Right of Way Acquisition R.E. Broker
Terri Geser	Right of Way Acquisition R.E. Broker
Smith & Associates, Inc.	Appraisal Services
ROWLand Valuation	Appraisal Services
Henry Spoto, Jr.	Review Appraiser
Administrative Support	PJ Jones

GWLand Associates, Inc. is committed to providing the City of Turlock with the highest level of service for right of way acquisition projects.

Our current workload will allow us to be responsive to the current needs of the City on an on-call basis.

GWLand Associates Inc.

Geser, Wood, Llamas

Database Resources

GWLand Associates, Inc. and sub-consultants have access to the following resources:

- Multiple Listing Services (MLS)
- Costar (commercial sales)
- Loopnet (listings)
- Landvision (County records)

We also create our own in-house databases to track property ownerships, status of right of way activities, and project milestones so that we can provide the City with accurate and up-to-date information on work progress. These databases can be customized to suit the requirements of the City and updated at regular intervals.

Timeline for Delivery of Projects

Appraisal:

A typical timeframe for completion of an appraisal is estimated at 60 days assuming that all project mapping, legal descriptions, right of way plats, appraisal maps, title reports and deed language are provided to the appraiser at the time of a Notice to Proceed. On complicated or multiple parcel assignments, this timeframe may be extended.

A Review Appraisal and Certificate is estimated to take 15 days from the date, the Review Appraiser receives the finished report. The process may be extended if the Review Appraiser finds inconsistencies in the report or the report is a complex nature.

Acquisition:

The timeframe for right of way negotiations can vary significantly from parcel to parcel. Caltrans guidelines require a minimum of 30 days for negotiations. However, if the project schedule allows some flexibility, a more favorable outcome may be achieved with a longer period of time to work with a property owner estimated at 60-90 days. There are a number of factors to consider when estimating negotiating timelines including a property owner's availability, the nature of ownership (multiple owners and/or groups can take longer to reach consensus,) project impacts on an individual parcel, etc. Should an impasse in negotiations be reached, a public agency may elect to initiate eminent domain proceedings in order to obtain possession of the required property rights and maintain the project schedule.

GWLand Associates Inc.

Geser, Wood, Llamas

Public Agency Experience

GWLand Associates, Inc. contracts solely with public agencies/quasi public agencies requiring right-of-way acquisition work. In addition, all the partners have worked as public agency employees at various points throughout their careers.

Collectively, we have worked for the following types of Public Agencies:

- Cities
- Counties
- Flood Control Districts
- Water Utility Agencies
- Transportation and Public Works Departments
- Sanitation Districts
- Community Development Agencies
- Parks and Recreation
- Open Space
- Caltrans

GWLand Associates is a new corporation formed earlier in 2016. Kathy Wood has successfully operated her own consulting business since 2006 contracting out with public agencies throughout northern and Central California.

GWLand Associates Inc.

Geser, Wood, Llamas

REFERENCES

Contact: Cindy Rader
Senior Engineer
Sonoma County Department of Transport. & Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95404
(707) 565-2554
Cindy.Rader@sonoma-county.org

Contact: Eric Lueder
Chief Real Property Agent
Real Estate Division
County of Marin
1600 Los Gamos Dr., Ste. 210,
San Rafael, CA 94903
(415) 473-6578
Elueder@marincounty.org

Contact: Laura Giraud
Sonoma Marin Area Rail Transit
Real Estate Manager
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
(707) 521-0700 Office
Lgiraud@Sonomamarintrain.org

Contact: Julie McDaniel
Caltrans - Local Assistance
District 4
111 Grand Avenue
Oakland, CA 94612
(510) 286-5308
Julie.mcdaniel@dot.ca.gov

GWLand Associates Inc.

Geser, Wood, Llamas

Professional Fee Schedule – 2016

Project Management / Consulting	\$150/hr
<ul style="list-style-type: none"> • Coordination, management, consulting • Attend public meetings • Eminent Domain support 	
Appraisal Services	
<ul style="list-style-type: none"> • Sub-contracted out to independent appraisers on a lump-sum fee basis <p>(Hourly fees may apply for additional consulting work)</p>	
Acquisition Services	\$120/hr
<ul style="list-style-type: none"> • Right of Way Cost Estimates • Preparation of acquisition documents • Negotiate fee, permanent/ temporary easement rights • Preparation of right of way certifications, escrow coordination, and closing 	
Relocation Services	
<ul style="list-style-type: none"> • Replacement Housing Valuation Reports 	Lump Sum*
<ul style="list-style-type: none"> • Relocation Plans 	Lump Sum*
<ul style="list-style-type: none"> • Relocation Assistance Services (Lead Agent) 	\$120/hr
<ul style="list-style-type: none"> • Relocation Appeals 	\$150/hr
Technical Support (all services)	\$ 85/hr
Administrative support (all services)	\$ 65/hr

**Fee to be determined on a case-by-case basis depending upon the complexity of the assignment*

Rates are inclusive of all incidental expenses

Mileage may be reimbursed subject to Federal reimbursement rates.

City Council Synopsis

October 25, 2016



56



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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the purchase and installation of telecommunication hardware and support services is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

Resolution: Approving a sole source procurement with Packet Fusion, Inc., of Pleasanton, California, for phone call recording equipment and prorated premium partner support services for Transit Operations, without compliance to bidding requirements in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code, in an amount not to exceed \$7,471

2. DISCUSSION OF ISSUE:

On May 26, 2015, the City Council authorized the purchase of a ShoreTel Telecommunications Platform (phone system) through Packet Fusion, Inc., of Pleasanton, California, under City Contract No. 15-023. Since that time the phone system has been fully implemented and is the primary telecommunications system used by City personnel at various locations, as well as contracted transit personnel (First Transit) at the City-owned and maintained Transit Operations Building at the City of Turlock Corporation Yard.

While the existing system offers robust, core functionality, it does lack some specific enhancements that were omitted at the original time of purchase in an effort to minimize costs. One such feature is a call recording feature that allows for the recording of incoming and outgoing calls in accordance with specific parameters. These calls would be digitally stored on City equipment and available for review by authorized users.

OK for Signature
[Handwritten Signature]

After an on-site review of transit dispatch operations and ongoing discussions with the First Transit Manager, Kimberlie Orosco, City staff is recommending the rapid deployment of call recording functionality for the phones (extensions) used by transit dispatchers in the Transit Operations Building. This functionality will allow the City, as well as First Transit management, to regularly review the performance of dispatchers for training and quality control purposes, as well as support or refute claims by passengers regarding requests for service or interactions with transit dispatch personnel.

The cost to acquire, install and support a call recording base package within the ShoreTel system is \$7,470.68 as identified in a quote from Packet Fusion (Exhibit A). This base package includes the ability to record up to five (5) concurrent phone calls, which should be sufficient given there are only three (3) phones currently stationed in the dispatch area. Oversight and changes to the system could be made by authorized phone administrators.

While firms other than Packet Fusion do provide call recording capabilities, purchasing the call recording enhancements from Packet Fusion provides three (3) distinct advantages:

- A. Integration of the new features into the existing platform, which eliminates the need to access a separate portal or service for that functionality; and
- B. Compatibility is ensured without the need for hardware or software changes that might be necessary with a different third-party provider; and
- C. In the event that support is needed to address performance issues for the new hardware or software, City staff can utilize the existing support services agreement through Packet Fusion to resolve the issues. This approach avoids the problems that often accompany having to coordinate support between multiple providers, which may be inclined to blame the other party as the primary source of the problem.

City staff is recommending the purchase and installation of the specified equipment and services for immediate use within the transit dispatching area. If approved, and prior to implementation, City staff shall ensure that the appropriate notifications are provided to all parties subject to recorded calls in accordance with applicable legal requirements.

3. BASIS FOR RECOMMENDATION:

- A. Call recording functionality will allow transit management to improve the quality of service provided to customers through regular quality control reviews.
- B. Improving customer service is consistent with the "excellence" portion of the vision for City transit services outlined in the adopted Short Range Transit Plan.

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:

Fiscal Impact

The cost to procure and install the required hardware and software, as well as add the specified items to the existing support agreement on a prorated basis is \$7,470.68, as shown in Exhibit A, with sufficient funding available in account number 425-40-415.51240 "LTF Capital" of the Fiscal Year 2016-17 budget for procurement of the specified items.

Budget Amendment

Not required, as the funds are already budgeted for this purpose.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The purchase and installation of telecommunication equipment is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines, which states:

"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use" (para. 1).

7. ALTERNATIVES:

- A. Reject the purchase of the specified items. City staff does not recommend this approach because the specified call recording equipment is necessary to improve customer service and excellence.

Quote Number: TT0817161/D767154 Quote Date: 8/17/16 Support End Date 9/28/2020		Packet Fusion Team Client Support Services: ClientServices@packetfusion.com		
Project: Call Recording Customer Name: City of Turlock Customer Contact: Carlo Grossman Location: 155 S BROADWAY STE 130, TURLOCK, CA 95380				
155 S BROADWAY STE 130, TURLOCK, CA 95380				
QTY	PART #	DESCRIPTION	PRICE	XTENDED
GATEWAYS				
0	10320	ShoreGear 30	\$ 1,595.00	\$ -
0	10258	ShoreGear 5D	\$ 1,995.00	\$ -
0	10324	ShoreGear 50V - 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hrs of storage.	\$ 2,495.00	\$ -
0	10260	ShoreGear 60	\$ 2,995.00	\$ -
0	10325	ShoreGear 60V - 50 IP phones, 4 Analog exts, 6 LS trunks, 90 mailboxes, 56 hrs of storage.	\$ 3,695.00	\$ -
0	10261	ShoreGear 220T1	\$ 5,995.00	\$ -
0	10229	ShoreGear 220T1A	\$ 6,495.00	\$ -
0	10321	ShoreGear 24A	\$ 2,995.00	\$ -
0	10322	ShoreGear T1k	\$ 3,495.00	\$ -
0	10323	ShoreGear E1K	\$ 4,495.00	\$ -
0	10223	19" relay rack shelf for 1/2 U ShoreGear Units	\$ 95.00	\$ -
PHONES				
0	10268	ShorePhone IP230G - Silver/Black	\$ 329.00	\$ -
0	10429	ShorePhone IP655 - provides 12-line appearances on a large backlit touch color display	\$ 749.00	\$ -
0	10401	Remote Microphone Pod IP655 - QTY 2	\$ 195.00	\$ -
0	10175	ShorePhone BB 24 - Silver/Black	\$ 299.00	\$ -
0	10384	IP 930D DECT Phone Starter Kit - US / Canada (Includes Base, Handset & Charger) - Requires:	\$ 599.00	\$ -
0	10389	Handset - IP 930D DECT Phone (Add-on) - includes handset charger - Requires ShoreTel 14 or	\$ 199.00	\$ -
0	10396	IP 930D DECT BASE Phone (Add-on) - US/ Canada - Requires ST 14 or later	\$ 499.00	\$ -
0	10398	IP 930D DECT Handset Charger (spare)	\$ 29.00	\$ -
0	10449	IP 930D DECT Phone Radio Repeater -Requires ST 14 or later	\$ 249.00	\$ -
0	10439	ShorePhone IP420 - 2 line phone - Black (requires 14.x)	\$ 189.00	\$ -
0	10437	ShorePhone IP480 - 8 line phone - Black (requires 14.x)	\$ 299.00	\$ -
0	10438	ShorePhone IP480G - 8 line phone Gig Color LCD - Black (requires 14.x)	\$ 369.00	\$ -
0	10498	ShorePhone IP495G - 8 line phone Gig Color LCD - Black (requires 14.x)	\$ 429.00	\$ -
0	2200-15600-0	SOUNDSTATION IP6000 SIP CONF PHONE NO Power Supply included	\$ 795.36	\$ -
		Black Phone color? Silver or Black		
LICENSES & SERVERS				
0	30035	Extension & Mailbox License	\$ 200.00	\$ -
0	30039	Extension-only License	\$ 140.00	\$ -
0	30040	Mailbox-only License	\$ 90.00	\$ -
0	30041	AdT1 Language License	\$ 995.00	\$ -
0	30043	SIP Trunk Software License	\$ 50.00	\$ -
0	30053	SIP Device License	\$ 30.00	\$ -
0	21020	Distributed Voice Services License	\$ 995.00	\$ -
0	30044	Additional Site License	\$ 495.00	\$ -
0	40005	Personal Communicator	No Charge	No Charge
0	30052	Professional Communicator	\$ 80.00	\$ -
0	40006	Operator Communicator	\$ 595.00	\$ -
0	40007	Workgroup Agent License	\$ 295.00	\$ -
0	40008	Supervisor Agent License	\$ 595.00	\$ -
0	50043	Bundle of three Enhanced ShoreWare Workgroup Reports (Abandoned Call, Target SLA, and Agent Daily Login/Logout) and ShoreWare Workgroup Monitor Application (Realtime performance monitor for ShoreTel Workgroups)	\$ 7,425.00	\$ -
0	18045	Report Scheduler - Application that runs, stores, and delivers ShoreTel CDR based historical reports (both built-in and Enhanced) unattended. Requires a separate Non ShoreTel PC to run.	\$ 3,500.00	\$ -
0	41002	CRM Integration Adapter: SALESFORCE.COM	\$ 200.00	\$ -
0	93111	ShoreTel Web Dialer	\$ 72.00	\$ -
1	18024	ShoreTel Call Recorder - Base package (5 simultaneous sessions) - Automated recording of external calls. Features rich, flexible recording profiles & web-based player for accessing recordings.	\$ 5,000.00	\$ 5,000.00
0	18025	ShoreTel Call Recorder - Add-on (5 simultaneous sessions). Combine with Base Package incrementally for increased concurrent call recording capacity.	\$ 200.00	\$ -
0	18051	Add On Bundle of 5 ShoreTel Web Dialer licenses. Provides click to dial functionality. Supported configurations include IE (Windows) plus Chrome and Firefox (Windows, Mac, Linux). One license per user is required. Must first purchase a Base Bundle.	\$ 70.00	\$ -
SERVER / MDF MATERIAL				
0	60169	Small Business Edition Server (UC Server 25): Celeron J1900 / 2.0GHz, 4GB RAM, 500GB HD. Ships with Microsoft Windows Server 2012 R2.	\$ 1,500.00	\$ -
0	Dell - R410	PowerEdge R420 - Single Intel Xeon E5502 / Single 160 GB HD / Single PS	\$ 3,450.00	\$ -
0	Dell - R410	PowerEdge R420 - Dual Intel Xeon E5502 / Dual 160 GB HD / Dual PS	\$ 5,250.00	\$ -
0	MDF	MDF Material (24 Port Patch Panel, IP Power Strip, 16 GB USB, Serial Cable)	\$ 450.00	\$ -
Summary				
Yearly Support Costs \$		600.00	Equipment Subtotal \$	5,000.00
YES California Installation s/s? Yes or No			Installation / Training \$	500.00
Prorated Premium Partner Support (No Advanced Replacement of Phones) to end on:		9/28/2020		2,470.68
			Sub-Total \$	7,970.68
			Shoretel Equipment / PFI Discount \$	(500.00)
			TOTAL INVESTMENT \$	7,470.68

* The above quote does not include taxes and shipping charges.
 * Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (rfs. 14) or VMWare. Unless included above.
 * Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.

SIGNATURE: _____
 PRINTED: _____
 DATE: 8/17/16
 PO NUMBER: _____
 SALES PERSON: Terry Tomasini

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
PURCHASE AND INSTALLATION OF }
TELECOMMUNICATION HARDWARE AND }
SUPPORT SERVICES IS EXEMPT FROM THE }
PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15301 }
(EXISTING FACILITIES) OF THE CEQA }
GUIDELINES }
_____ }

RESOLUTION NO. 2016-

WHEREAS, according to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, minor alterations of existing public structures or facilities are exempt from the provisions of CEQA: "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Furthermore, "The key consideration is whether the project involves negligible or no expansion of an existing use;" and

WHEREAS, the City seeks to purchase call recording equipment, license and services which will interface with and expand upon the existing City-owned telecommunication system, as well as prepare for future procurements that would also expand upon functionality of the existing telecommunications system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the purchase and installation of telecommunication hardware and support services is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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 APPROVING A SOLE } RESOLUTION NO. 2016-
SOURCE PROCUREMENT WITH PACKET }
FUSION, INC., OF PLEASANTON, CALIFORNIA, }
FOR PHONE CALL RECORDING EQUIPMENT }
AND PRORATED PREMIUM PARTNER }
SUPPORT SERVICES FOR TRANSIT }
OPERATIONS, WITHOUT COMPLIANCE }
TO BIDDING REQUIREMENTS IN }
ACCORDANCE WITH SECTION 2-7-08(B)(6) }
OF THE TURLOCK MUNICIPAL CODE, IN AN }
AMOUNT NOT TO EXCEED \$7,471 }
_____ }

WHEREAS, the City of Turlock currently utilizes the ShoreTel Telecommunications Platform (ShoreTel) phone system procured through, and supported by, Packet Fusion, Inc., of Pleasanton, CA, for telephone services at City facilities under City Contract No. 15-023; and

WHEREAS, the ShoreTel system is used by both City employees, as well as contracted, First Transit, Inc., employees for transit management and dispatching of transit vehicles at the City-owned and maintained transit office at the City's Corporation Yard; and

WHEREAS, the Transportation Engineering Supervisor, in efforts to improve quality control and customer service related to contracted transit services, is seeking to implement call recording functionality to allow First Transit management and City transit personnel to review recorded calls to ensure a high level of customer service; and

WHEREAS, the ShoreTel system has the technical capability to provide the needed functionality through the purchase of an expansion package, which can be supported by Packet Fusion, minimizing the potential challenges that could occur through the use of third-party solutions with unique compatibility and interfacing needs; and

WHEREAS, Turlock Municipal Code (TMC) Section 2-7-08(b) states, "Bidding procedures are not required under the following circumstances regardless of the amount involved" and TMC Section 2-7-08(b)(6) states, "When the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure"; and

WHEREAS, the cost to procure and install the required hardware and software, as well as add the specified items to the existing support agreement on a prorated basis would be \$7,470.68, with sufficient funding available in account number 425-40-415.51240 "LTF Capital" of the Fiscal Year 2016-17 budget for the procurement of the specified items.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a sole source procurement with Packet Fusion, Inc., of Pleasanton, California, for phone call recording equipment and prorated premium

partner support services for Transit Operations, without compliance to bidding requirements in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code, in an amount not to exceed \$7,471.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

October 25, 2016



5H



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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Lien Agreement between the City of Turlock and Valley Milk Real Estates Holding, LLC (owner of 400 North Washington Road, Turlock, California) for deferred payment of Development Impact Fees

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a fee deferral program for commercial and industrial development in an effort to provide financial flexibility to the development community. The purpose of the fee deferral program was to make it financially feasible for the development community to construct improvements during a sluggish economy yet ensure that full payment of fees were received by the City at the conclusion of the deferral period.

On October 25, 2011, again on October 22, 2013 and on March 22, 2016, City Council extended the fee deferral program for an additional twenty-four (24) months. The program afforded the opportunity for commercial and industrial development projects to defer its Capital Facility Fees (CFF), Northwest Triangle Specific Plan (NWTSP) and Westside Industrial Specific Plan (WISP) fees as follows:

- Fees (100%) can be deferred to occupancy; or
- Fees can be paid over four (4) years with 20% due at building permit issuance and the remaining 80% paid over the next four (4) years (20% per year). The deferred amount will be subject to Engineering News Record (ENR) index changes as well as compounded interest. Interest would be set by averaging the last four (4) years of interest earned by the City as published by the State Controller's Office Local Agency Investment Fund; or
- Fees can be paid over five (5) years with 0% due at building permit issuance and the remaining 100% paid over the next five (5) years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The

for [unclear]
[Signature]

deferred amount will be subject to ENR index changes as well as compounded interest. Interest would be set by averaging the last five (5) years of interest earned by the City as published by the State Controller's Office Local Agency Investment Fund.

Valley Milk Real Estate Holdings, LLC, is proposing to construct and operate a 101,720 square foot industrial manufacturing facility at 400 North Washington Road for the production of dehydrated (powdered) milk. Valley Milk Real Estate Holdings, LLC has requested to pay the following development impact fees over a five (5) year period:

SEWER TRUNK CAPACITY FEE	\$1,649.67
WASTEWATER TREATMENT FACILITY CAPACITY CHARGES	\$2,498,377.14
WATER GRID FEE	\$164,125.10
MASTER STORM FEE.....	\$289,019.51
CAPITAL FACILITY FEE ROAD.....	\$149,593.50
CAPITAL FACILITY FEE POLICE.....	\$5,770.58
CAPITAL FACILITY FEE GENERAL GOVERNMENT.....	\$14,710.75
CAPITAL FACILITY FEE FIRE.....	\$3,621.23
CAPITAL FACILITY FEE ADMINISTRATION.....	\$5,210.88
W.I.S.P. FEE SEWER.....	\$61,530.88
W.I.S.P. FEE POTABLE WATER.....	\$98,784.00
W.I.S.P. FEE ADMINISTRATION.....	\$4,809.45
Total Deferral.....	\$3,297,202.69

In addition to the deferral request, Valley Milk has requested that the first payment be due one (1) year following the estimated completion of its facility which is scheduled to open in October 2017. Therefore, the Lien agreement specifies that the first payment be due in October 2018 and with subsequent payment due each October through 2022. The deferred fees are subject to a 0.32% interest rate and ENR index adjustments. The ENR index is the mechanism the City uses to adjust fees quarterly in an effort to take into account construction cost inflation.

3. BASIS FOR RECOMMENDATION:

- A. On March 22, 2016, City Council approved a 24-month extension to the fee deferral program for commercial and industrial developments.
- B. The new manufacturing facility will provide jobs for the local economy.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the City Policy Goals and Implementation Plan as this item pertains to the City's efforts to provide financial flexibility to the development community while maintaining the integrity and viability of its fee programs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The development impact fees will be paid over five (5) years with 0.32% interest and ENR adjustments. The various development fee programs should remain whole facilitating the completion of projects identified in the program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject a Lien Agreement for deferred payment of development impact fees between the City of Turlock and Valley Milk Real Estate Holdings, LLC and direct staff to collect the full impact fees prior to occupancy.

RECORDING INFORMATION
Recording requested by and
When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

**LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
VALLEY MILK REAL ESTATE HOLDINGS, LLC
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES**

THIS AGREEMENT is made and entered into this 25TH day of October, 2016, between the **CITY OF TURLOCK** (hereinafter referred to as "City"), and **VALLEY MILK REAL ESTATE HOLDINGS, LLC**, (hereinafter referred to as "Undersigned"), who is the owner of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, has purchased the property at 400 N. Washington Road, Turlock CA 95380; and

WHEREAS, the Undersigned is constructing a 101,720 square foot manufacturing facility; and

WHEREAS, the Undersigned, City impact, County of Stanislaus impact, Turlock City School impact and City Building permit (16-0605) fees total \$3,704,396.00; and

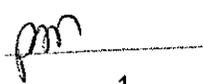
WHEREAS, the undersigned has agreed to pay \$407,193.31 of the \$3,704,396.00 at building permit issuance and has requested that the Sewer Capacity, Sewer Trunk, Water Grid, Water Meter, Master Storm Drainage, Capital Facility and W.I.S.P fees associated with Building permit 16-0605 in the amount of \$3,297,202.69 be deferred and paid over a 5 year period; and

WHEREAS, the deferred fees are as follows:

SEWER TRUNK CAPACITY FEE	\$1,649.67
WASTEWATER TREATMENT FACILITY CAPACITY CHARGES.....	\$2,498,377.14
WATER GRID FEE	\$164,125.10
MASTER STORM FEE.....	\$289,019.51
CAPITAL FACILITY FEE ROAD.....	\$149,593.50
CAPITAL FACILITY FEE POLICE.....	\$5,770.58
CAPITAL FACILITY FEE GENERAL GOVERNMENT.....	\$14,710.75
CAPITAL FACILITY FEE FIRE.....	\$3,621.23
CAPITAL FACILITY FEE ADMINISTRATION.....	\$5,210.88
W.I.S.P. FEE SEWER	\$61,530.88
W.I.S.P. FEE POTABLE WATER.....	\$98,784.00
W.I.S.P. FEE ADMINISTRATION.....	\$4,809.45

Total Deferral..... \$3,297,202.69

OK for Approval



NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, Undersigned will pay to City the impact fees shown, plus .32% annual compounded interest. Said fees are to be adjusted to the ENR Cost Index in effect on the respective dates payments are due and shall be computed by using the following formula:

Payment No.	Due Date	Amount 1/5 of Opening Balance + Unpaid Balance	Annual Compounded Interest Rate (0.32%)	Current ENR/ Original ENR (912.39)	Total Payment Due
1	10/25/18	\$329,720.27	** TBCA **	** TBCA **	** TBCA **
2	10/25/19	\$494,580.40 + any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	10/25/20	\$659,440.54+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	10/25/21	\$824,300.67+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	10/25/22	\$989,160.81+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **

**** TBCA ** ---- To be calculated annually based on payment performance and ENR Adjustments**

2. Should Undersigned fail to pay any of the required installments on or before the date due as listed above, or if the property described on Exhibit A is sold or transferred, the entire unpaid amount as computed above shall become a lien and charge upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection. The Undersigned shall provide notice to the City of any potential sale or transfer of the property 15 days prior to the close of escrow. If the property is going to be sold or transferred, the City, in its sole discretion, can require the entire unpaid amount be paid to the City out of escrow proceeds.

3. Upon satisfaction of the obligation secured by Undersigned, City shall execute a release of lien. Costs of recording said lien release shall be paid by Undersigned.

4. The provisions of this Agreement shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had therein been expressly named.

5. In consideration of the deferral herein granted by City, Undersigned hereby expressly waives and releases all claims and causes of action it now has or in the future may have against the City of Turlock, a municipal corporation (collectively, the "Released Parties") based on, or related directly or indirectly to capital facility fees charged by City for the project constructed on the property described on Exhibit A, including without limitation any and all claims that such fees are not reasonably related to the project's impacts or the cost of the services provided. To the extent of such waiver and release, Undersigned expressly waives its rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CITY OF TURLOCK, a municipal corporation

VALLEY MILK REAL ESTATE HOLDINGS, LLC

By: _____
Gary Soiseth, Mayor
or

By: _____
Title: President and CEO

Gary R. Hampton, City Manager

Print name: Patti Smith

Date: _____

Date: _____

[Signature above must be notarized]

[Signature above must be notarized]

APPROVED AS TO SUFFICIENCY:

By: _____
Michael G. Pitcock, PE, Development
Services Director/City Engineer

Valley Milk Real Estate Holdings, LLC
400 N. Washington Road
Turlock, Ca 95380

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On _____ before me, _____ Notary Public,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal above

EXHIBIT A

All that certain parcel of land situated in the City of Turlock, County of Stanislaus, State of California, being known and designated as follows:

Lot 2 as shown on Parcel Map No. 2014-03, filed for record November 6, 2014, in Book 57 of Maps at Page 6, Stanislaus County Records.

APN: 089-010-023
400 N. Washington Rd.

City Council Synopsis

October 25, 2016



51



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-359 and Contract No. 16-142 to Precision Emprise, Inc., Dba Precision Concrete Cutting of Sacramento, for sidewalk trip hazard removal projects for the City of Turlock, in an annual amount not to exceed \$45,000 and a total amount of \$135,000 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-359 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

On August 9, 2016, City Council approved the solicitation for a Request for Proposal (RFP) for sidewalk trip hazard removal for the City of Turlock. This RFP will help mitigate out of repair sidewalks that present challenges to individuals with mobility impairments and are often cited as a reason for trip and fall incidents.

The Sidewalk Repair Program is conducted by the City of Turlock to eliminate tripping hazards from occurring on City-owned property such as sidewalks, park strips, curbs and gutters. The City of Turlock has also made this service available to our residents who have out of repair sidewalks where concrete cutting can eliminate certain vertical offsets.

On September 7, 2016 the Purchasing Office solicited formal bids for sidewalk trip hazard removal services on Request for Proposal (RFP) No. 16-359. Three (3) vendors were solicited and one (1) vendor submitted a bid.

OK for Agenda

The Purchasing Office evaluated the bid and the recap is shown below:

1) Precision Emprise, Inc., Dba Precision Concrete Cutting of Sacramento		
Year of Service	Item Description	Price Per Foot
2016-2019	Sidewalk offset saw cutting	\$30 inches per foot
2016-2019	Misc. Sidewalk offset saw cutting	\$35 inches per foot
Prevailing Wage Hourly Rate:		\$51.49
Prevailing Wage Overtime Rate:		\$66.13

- 2) 100 Percent Concrete of Ripon – No bid response
- 3) Landscape Connection, Inc. of Modesto – No bid response

Staff is recommending authorization to award Contract No. 16-142 to Precision Emprise, Inc., Dba Precision Concrete Cutting of Sacramento, the only responsive and responsible bidder meeting all specifications of RFP No. 16-359. 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 responsive and responsible bidder.

3. BASIS FOR RECOMMENDATION:

- A. The City desires to attain quality inspection and concurrent repair for sidewalk trip hazards under 1.75 inches in height and has determined that a saw cut trip hazard repair method is preferred.
- B. Precision Emprise, Inc. Dba Precision Concrete Cutting has performed this saw cut trip hazard repair method for over 30 Bay Area cities, including the City of Turlock for the last four (4) years.
- C. The City will benefit by contracting with a specialized contractor to perform this service because the City does not have the equipment to perform this service.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

#8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$45,000 annually

Budgeted in Fiscal Year 2016-17 account number 301-50-520.47320_002
 "Repair Program ADA Sidewalk Improvement"

Finance has reviewed this section.

5. CITY MANAGER'S COMMENTS:

Recommended approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. City Council may choose not to approve the Service Agreement for sidewalk trip hazard removal projects. Staff does not recommend this alternative as this is a specialized service and requires qualified and trained technicians to perform such services.



**AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
PRECISION EMPRISE, INC.
DBA PRECISION CONCRETE CUTTING
for
SIDEWALK TRIP HAZARD REMOVAL SERVICES
CITY CONTRACT NO. 16-142**

THIS AGREEMENT is made this 25th day of October 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PRECISION EMPRISE, INC., DBA PRECISION CONCRETE CUTTING**, a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for sidewalk trip hazard removal services for the Parks, Recreation and Public Facilities Department; and

WHEREAS, CONTRACTOR 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: CONTRACTOR 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. CONTRACTOR shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed One Hundred Thirty-Five Thousand and No/100^{ths} Dollars (\$135,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 November 1, 2016 and ending October 31, 2019, subject to CITY's availability of funds.

6. 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 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: 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, 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.

7. 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.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors 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. CONTRACTOR 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 CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, 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.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR 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 CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after CONTRACTOR 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 CONTRACTOR'S Tax Status. If CITY determines that CONTRACTOR 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 CONTRACTOR. 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, CONTRACTOR 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, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR 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. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR 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. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

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

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

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONTRACTOR shall be solely responsible for obtaining the right to use any

patented or copyrighted materials in the performance of this Agreement. CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR 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.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to CITY under this Agreement.

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

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

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

27. COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONTRACTOR: PRECISION EMPRISE, INC.
DBA PRECISION CONCRETE CUTTING
ATTENTION: KATRINA LYNCH
1564 SANTA ANA AVE, SUITE 100
SACRAMENTO, CA 95838
PHONE: (916) 847-7346
EMAIL: klynch@dontgrind.com

for CITY: CITY OF TURLOCK
ATTN: ERIK SCHULZE, PARKS, REC & PUBLIC FAC.
MANAGER
PARKS, RECREATION & PUBLIC FACILITIES
DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5594 Ext. 4604
FAX: (209) 668-5619
EMAIL: eschulze@turlock.ca.us

34. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

**Ray Garcia, Public Maintenance Supervisor
Parks, Recreation & Public Facilities Services
144 S. Broadway
Turlock, CA 95380
Telephone Number: (209) 668-5594 Ext. 4458
E-mail Address: rgarcia@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

**Precision Emprise, Inc.
Dba Precision Concrete Cutting**

By: _____
Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SECTION 1

SIDEWALK TRIP HAZARD REMOVAL SCOPE OF WORK AND SPECIFICATIONS

1.1 Scope Of Work

The Contractor shall provide all materials and labor necessary to remove and repair sidewalk trip hazards at the request of the City of Turlock Parks, Recreation & Public Facilities Department.

1.2 Specifications And Requirements For Trip Hazard Removal

Specifications for Trip Hazard Removal

- a) All trip hazards between .25 inches and 1.75 inches in height will be saw cut in accordance with the requirement of the Americans with Disabilities Act. Each offset will tapered at a 1:8 slope or flatter and shall have a smooth uniform appearance and texture. Method of trip hazard mitigation shall entail precise saw-cutting/trimming of the concrete only. Grinding, grooving, 45-90 degree vertical saw-cutting, use of a turbo (cup) wheel or pulverization of the concrete is **NOT** acceptable or allowed.
- b) All saw work shall be done with hand-held, electrically powered, equipment capable of cutting at any angle and able to remove the concrete completely too all edges of the trip hazard and around obstacles that may be encountered. The equipment must be capable of lying completely flush to the ground and capable of working at any angle, including absolute flush cutting, and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
- c) All saw cutting shall be taken to an absolute zero point of differential with the adjacent opposing panel, and to both edges of the sidewalk panel to mitigate the trip hazard in its entirety over the full width of the sidewalk panel as needed. Some panels may not require the full width of the sidewalk panel to be mitigated where the trip hazard recedes to an already zero differential.
- d) The adjacent opposing sidewalk panel, along with any wall and/or obstacles butting up to the sidewalk panel, shall not be cut into or marked in any way shape or form when saw cutting trip hazard. Cutting into any landscaping, i.e. grass, rocks, walls, etc., is not permitted. Contractor is not allowed to cut the concrete deeper than the opposing slab. Any scarring or damaging of the adjacent opposing slab which does not have a trip hazard on it or damage to landscaping, walls or otherwise, will require that the Contractor remove and replace the damaged opposing slab or repair other damages at their cost.
- e) Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation. Final mitigated surface shall be smooth and free of any grooves that catch excess water.
- f) Dust shall be collected using a high powered vacuum dust control system, eliminating the majority of dust from entering into the atmosphere. The system requires multiple heads for the high capacity vacuum, and a controlled filtration system that will eliminate

dust from entering the atmosphere. The suction device shall be attached to the hand-held electrically powered cutting equipment to assure a maximum amount of dust will be collected before it can be released into the atmosphere. No water-cooling is allowed, as it creates slurry and contaminates storm drains, possibly causing excessive environmental impact.

- g) All debris and concrete dust that remain on the sidewalk shall be completely cleaned from the surface as well as the surrounding area, i.e. landscaping, walls, etc. and be hauled off and dumped at an approved site. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately. Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.
- h) The maximum height of a trip hazard allowed for repair is 1.75 inches. This will be cut at a slope of 1:8 or flatter.
- i) All traffic control devices required and all mobilization costs shall be included in the unit cost.
- j) Contractor must be able to initiate work within 5 days of contract award from City. Contractor must provide the following:
 - 1) Proof an employee safety manual that is specific to this type of work.
 - 2) Proof of its most recent employee fit testing exam per OSHA guidelines.
 - 3) Proof of an "Employee Manual" giving direction on how work is to be performed.
- k) Work days and hours shall be limited to one day per week, and as approved by the Public Maintenance Supervisor. In any case, no work shall be allowed on Saturdays, Sundays or Holidays. Contractor must be able to respond within 24 hours for emergency work in the City.
- l) If Contractor is approached by the public with questions, Contractor employee shall turn off saw-cutting equipment and be courteous and polite when speaking with the public.
- m) Contractor shall, at all times, keep his work area safe and clean to protect the public. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.
- n) If the Contractor damages any property adjacent to this work, the Contractor shall be required to repair all damages to the property owner's expectations at no cost to the City.
- o) Contractor shall work closely with maintenance staff to coordinate any and all work to be performed.
- p) It is the Contractor's responsibility to adhere to the ADA grades required (1:8 slope or flatter). Inspection and approval of work shall not relieve the Contractor from achieving all requirements set forth in these specifications. The Contractor shall be responsible to repair any work improperly performed. There will be no additional payment for these repairs if required.

- q) Maintenance staff will compile and provide a list of streets, areas or addresses where work is to be completed. This list will be generated after Inspectors have marked all trip hazards to be done, in black paint. This address list will be sent in Excel format to the Contractor.
- r) Contractor must be able to respond to any emergency work within 24 hours of notification, year around and Contractor shall not use ANY sub-contractors or other individuals who are not full time employees on this job. All individuals working on this job must be full-time employees of Contractor's company and covered by the Company with the necessary Workers' Compensation insurance, as required by the Contractor's State License Board and the State of California.
- s) Billing cycle cut off is the 25th of the month. When all cuts completed for the month have been verified, City staff will email the Contractor the dollar amount and quantities to be invoiced. Once the Contractor and City staff determine that their amounts match, the Contractor will then generate an invoice and send it to the City staff for processing.
- t) All monthly invoices shall include a summary by grid location of the number of cuts, linear feet, inch fee, unit cost, and extended cost.
- u) A work schedule will provided by email, fax or phone. The schedule will detail the Contractor's anticipated locations (streets or facilities) for work to be completed the following day.
- v) Work for this contract will be performed on a City-wide basis as designated by Public Maintenance Division. Within one week of completion of each day's work, Contractor must provide to the City a detailed list and map including the following;
 - 1) Highest and lowest height and width to the neared .5 feet of each trip hazard.
 - 2) Location with address and detailed description of each trip hazard.
 - 3) Cost of each trip hazard.
 - 4) List of each hazard requiring removal and replacement that Contractor could not address.
 - 5) Map of the area worked with the pinpoint GPS location of every trip hazard repair from the list above in 1), including R&R locations for the City to address.
- w) The Contractor will provide and end-of contract Project Summary Report in color (2 copies). One (1) copy shall be spiral bound, or presented in another professional format. A second copy will be provided to the Maintenance staff electronically (pdf file or CD-rom).
- x) Work in Bad Weather
 - 1) In the event the adverse climatic conditions are unusual or extended, and extension of time may be granted. Extension of time will be granted based on conditions meeting the definition of a Weather Day as described in the paragraph below. The Public Maintenance Supervisor shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to the failure on the part of the Contractor to carry out the orders given, or to perform any provisions of the contract.
 - 2) Definition of a Weather Day: A Weather day shall be defined as any authorized work

day, excluding Saturdays, Sundays and holidays, when the ambient air temperature is below 32 degrees F or raining continuously for more than 1 hour between the hours of 10:00 a.m. and 3:00 p.m.

- 3) If a given day is determined to be a "weather day" a letter will be written and distributed to the Contractor defining those days meeting the above requirements as a weather day. Snow accumulation could qualify as a weather day.

CITY OF TURLOCK BID PROPOSAL FORM

BID NO RFP 16-359

BID DUE DATE: SEPTEMBER 20, 2016 BY 3:00 P.M.

SIDEWALK TRIP HAZARD REMOVAL

- 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 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: Precision Emprise, Inc. DBA Precision Concrete Cutting

Address: 1564 Santa Ana Ave, Ste 100

City/State/Zip: Sacramento, CA 95838

Telephone Number: 916.847.7346

Fax Number: NA

E-Mail Address: klynch@dontgrind.com

Authorized Representative (print): Katrina Lynch, Business Development/Project Manager

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Sidewalk Trip Hazardous Removal, at the prices indicated herein.

BID PROPOSAL EXHIBIT 'A'

Page 2 of 4 BID SHEET

Year December 1 – November 30	Item Description	Measurement
2016 – 2017	Sidewalk offset saw cutting	\$30 in –foot
2016 – 2017	Misc. Sidewalk offset saw cutting	\$35 in –foot
2017 – 2018	Sidewalk offset saw cutting	\$30 in –foot
2017 – 2018	Misc. Sidewalk offset saw cutting	\$35 in –foot
2018 – 2019	Sidewalk offset saw cutting	\$30 in –foot
2018 – 2019	Misc. Sidewalk offset saw cutting	\$35 in –foot
Sidewalk Offset Saw Cutting Total		\$ 30
Miscellaneous Sidewalk Offset Saw Cutting Total		\$ 35

Note: PROPOSAL CALLS FOR PREVAILING WAGE RATE.

PREVAILING WAGE RATE	
HOURLY RATE	\$ 51.49
OVERTIME RATE	\$ 66.13

Standard Rate without prevailing wage rate, if project is less than \$1,000.00.

Standard Rate between what hours? \$25 per hour

Overtime Rate between what hours? \$27.50 – Saturday and Sunday

List any extra charges not described above: _____ N/A _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A 0 % discount is offered for payment within N/A 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 – Applied for one on Sept 14

If yes, number: _____

BID PROPOSAL EXHIBIT 'A'

Page 3 of 4

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?

NO

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____ NONE

Terms

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 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. 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.

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.

BID PROPOSAL EXHIBIT 'A'

Page 4 of 4

Contractor's License No. **826745** Type **D**

Expiration Date: **Oct 31, 2017**

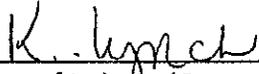
Department of Industrial Relations (DIR) Registration Number: **1000001794**

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.

Precision Emprise Inc., DBA Precision Concrete Cutting

Company Name



Signature of Authorized Representative

68-0547937

Federal Tax ID Number

One original and one copy of the complete bid proposals are required

***FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL
SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND
GIVE NO CONSIDERATION.***

City Council Synopsis

October 25, 2016



5J



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-371 and Contract No. 16-143 to A & A Portables, Inc. for rental of portable toilets to be placed at Pedretti Park and for use at special events for the City of Turlock, in an amount not to exceed \$37,596 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-371 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The City of Turlock desires to enter in to an agreement with A & A Portables, Inc. to provide the City with portable toilets to be placed at Pedretti Park and for use at special events.

The Parks, Recreation and Public Facilities Department places portable toilets at Pedretti Park in the picnic area and inside the complex near the ball fields for patrons of the facility. Pedretti Park is rented ten (10) months every year for sports tournaments on the weekends and is utilized weekdays for City league athletic games. The current number of restrooms at the park cannot adequately accommodate the large amount of weekly users.

The Parks, Recreation and Public Facilities Department also facilitates special events, such as the Christmas Parade, which require portable toilets to be placed downtown for participants and visitors.

On August 22, 2016 the Purchasing Office solicited informal bids for rental of portable toilets on request for proposal (RFP) No. 16-371. Five (5) vendors were solicited and one (1) vendor submitted a bid. Purchasing evaluated the bids and the award bid recap is shown in Attachment A.

Staff is seeking authorization to award for RFP No. 16-371 and Contract No. 16-143 to A & A Portables, Inc.

OK for Agenda
[Signature]

A & A Portables, Inc., met all the specifications of RFP No. 16-371 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.

3. BASIS FOR RECOMMENDATION:

- A. The agreement with A & A Portables, Inc. will provide the City with the lowest cost for the rental of portable toilets to be placed at Pedretti Park and for use at special events.

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$37,596

205-60-604.43297 - Chemical Restrooms
110-61-622-002.44055 - Recreation Supplies

Finance has reviewed this section.

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, it is advantageous to the City to secure firm prices for rental of portable toilets, for a period of thirty-six months.



Lisa Quiroga
 Purchasing Coordinator Trainee
 equiroga@turlock.ca.us

Attachment A

BID RESULTS
16-371

A & A Portables, Inc.
①

SECTION A: LONG TERM PORTABLE TOILET RENTALS

Bid Item Description	Location	Unit Price per Service Visit	Qty	Weekly Service Visits	Weeks	Annual Amount
Standard Unit	2400 Tegner Rd	\$25.00	1	X1	X52	\$1,300.00
ADA Handicap Unit	2400 Tegner Rd	\$100.00	2	X1	X52	\$10,400.00
Section A Total Amount						\$11,700.00

SECTION B: TEMPORARY PORTABLE TOILET RENTALS

Annual Service Visits	Bid Items Description	Location	Price per Toilet per Day (including one clean/supply service visit)
1*	Standard Portable Toilet	Event Rental (7 days or fewer, various locations)	\$79.00
1*	ADA Handicap Portable Toilet	Event Rental (7 days or fewer, various locations)	\$170.00
1*	Portable Hand Wash Station	Event Rental (7 days or fewer, various locations)	\$79.00
1*	Hand Sanitizer Station	Event Rental (7 days or fewer, various locations)	\$89.00
(*Estimated Quantities per Purpose of Bid Evaluation)			Section B Total Amount
			\$417.00

SECTION C: MISCELLANEOUS SERVICES

Annual Service Visits	Bid Items Description	Location	Unit Price per Service Visit
1*	Additional Service Visit for Portable Toilets Monday-Saturday, 7:00 am to 4:00 pm	All	\$35.00
1*	Additional Services Visit for Portable Toilets Evenings, Sundays, Holiday	All	\$70.00
1*	Emergency Service Visit for Portable Toilets Monday-Saturday, 7:00 am to 4:00 pm 4-hour response time	All	\$90.00
1*	Emergency Service Visit for Portable Toilets Evenings, Sundays, Holiday 4-hours response time	All	\$100.00
1*	Emergency After hours service (overtime) 4:00 pm to 7:00 am	All	\$120.00
(*Estimated Quantities per Purpose of Bid Evaluation)			Section C Total Amount
			\$415.00

Grand Total Section A, B, & C (for bidding purposes only)	\$12,532.00
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No Bid	Gary's Rent A Can ②	Sun Valley Pumping ③	United Site Services ④	Quick Portable Toilets ⑤
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AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
A & A PORTABLES, INC.
for
RENTAL OF PORTABLE TOILETS
CITY CONTRACT NO. 16-143

THIS AGREEMENT is made this 25th of October, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "**CITY**" and **A & A PORTABLES, INC.**, a California Corporation, hereinafter referred to as "**SERVICE PROVIDER.**"

WITNESSETH:

WHEREAS, CITY has a need for rental of portable toilets; 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 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 total amount of this Agreement exceed Thirty Seven Thousand Five Hundred Ninety Six and 00/100^{ths} Dollars (\$37,596.00). 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 upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning October 25, 2016 and ending October 25, 2019, subject to CITY's availability of funds.

6. 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 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 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 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 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 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, 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.

7. 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 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.

8. INDEPENDENT SERVICE PROVIDER RELATIONSHIP: All acts of CONTRACTOR, 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. 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 CONTRACTOR. 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 CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR.

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 CONTRACTOR'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.

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

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

(b) Termination by CITY for Default of CONTRACTOR. 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 CONTRACTOR. 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 CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR. 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 CONTRACTOR'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, understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SERVICE PROVIDER for that portion of CONTRACTOR'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.

11. 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.

12. 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.

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

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. 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.

15. OBLIGATIONS OF CONTRACTOR: 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.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the SERVICE PROVIDER for purposes other than this contract without the express prior written consent of CITY.

17. 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.

18. INTEREST OF CONTRACTOR: 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.

19. 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.

20. 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.

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR 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.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'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.

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

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

27. COMPLIANCE WITH LAWS: 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.

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

29. 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.

30. 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.

31. 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.

32. 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.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONTRACTOR: A & A PORTABLES, INC.
ATTN: DAN MARKKULA
201 ROSCOE RD.
MODESTO, CA 95357-1828
PHONE: (209) 524-0401
FAX: (209) 524-0427**

**for CITY: CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES
DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619**

34. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@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

A & A PORTABLES, INC.

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**SECTION 1
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 16-371
RENTAL OF PORTABLE TOILETS**

SPECIFICATIONS / SCOPE OR WORK

A. SCOPE OF WORK

The Contractor shall provide rental of portable chemical toilets as provided in the specifications to various locations throughout the City.

The Portable toilet units listed in the schedule of bid items are defined as follows:

Standard Portable Toilet	3 ft. x 3 ft.
ADA Portable Toilet	6 ft. x 6 ft. (with full wheelchair accessibility)

Portable toilets shall be enclosed with a door that can be locked from the inside and include a commode, urinal and dispensers for toilet paper and disposable paper seat covers. A padlock hasp or handle that will accept a padlock will be provided when requested by the City. The Contractor shall provide and maintain a written service log affixed to the inside of the portable toilet that lists the date of each service visit.

Units shall be delivered with the following items and ready for use:

A	Toilet Paper
B	Seat Covers
C	Fresh Deodorant, Air Sanitizer
D	Water, where applicable (approximately 5 gallons)
E	Hand Sanitizer

B. SERVICE OF UNIT

Service visits shall include the following: pump out waste, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, fresh deodorant, hand sanitizer and water, where applicable. Remove graffiti from interior and exterior of portable toilet and perform repairs as needed to make the toilet usable and maintain user privacy.

Note: Portable toilet units that cannot be repaired to usable condition on site must be replaced. Contractor is responsible for proper and lawful disposal of all waste removed from the portable toilets.

C. DISPOSAL OF WASTE

The Contractor is responsible for the legal disposal of waste in each unit.

D. SERVICE HOURS

The Contractor shall service the portable toilets only between the hours of 7:00 am and 4:00 pm unless directed otherwise by City staff. The City may also specify the day of the week and time of day for servicing of the portable toilets to accommodate City requirements.

E. EMERGENCY SERVICE

The City will request emergency service under two circumstances: 1) Contractor fails to adequately service toilet during regular schedule service leaving the toilet unusable. This service will be provided at no cost to the City. 2) For reasons beyond the control of the Contractor;

toilets require service in addition to the regularly scheduled service. This service will be charged at the emergency service rates listed in Exhibit A of the bid form.

The Contractor shall furnish and deliver emergency units within **three (3) hours** after notification from the City.

F. SERVICE LOG

The Contractor shall provide and maintain a written service log affixed to the inside of each portable toilet that lists the date of each service visit.

G. RENTAL TERMS

Long-term rental of portable toilets under this agreement shall be on a month-to-month basis and may be cancelled by the City with 24-hours' notice to the Contractor. The charges for long-term toilets that are cancelled during the course of a month shall be determined by prorating the amount based on the number of calendar days involved. Event rental portable toilets shall be charged on a rental period not to exceed seven consecutive days.

H. ORDERING TOILETS

The City will provide a minimum of 24-hour advanced notice when ordering toilets for delivery. Toilets ordered by 12:00 p.m. (Noon) shall be delivered by the next business day unless the City representative specifies a later day and time.

Note: The Contractor will be provided a list of City staff authorized to order portable toilets. Acceptance of unauthorized orders for portable toilets may result in non-payment.

I. PLACEMENT OF TOILETS

The Contractor shall advise the City's requesting department of delivery time and confirm placement locations prior to delivery of units. The City and the Contractor will coordinate the placement of portable toilets to accommodate the intended users and to allow access for service by the Contractor at all times. At the City's direction, the Contractor shall secure portable toilets sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped. No portable toilets sited on turf shall be staked.

J. REMOVAL OF TOILETS

The Contractor shall remove portable toilets rented by the City for special events no later than the weekday following the close of the event. Long-term portable toilets shall be removed by the end of the third business day following notice of cancellation by the City.

The Contractor shall remove and replace damaged or vandalized units within one (1) calendar day after notification from the City.

K. ADDING TOILETS TO THE CONTRACT

The City may add portable toilets to the contract, as needed, based on the City's requirements. The cost per service for portable toilets added to the contract will be based on the cost per service quoted by the bidder for similar portable toilets listed in Exhibit A of the bid sheet.

L. SPECIAL EVENTS (NON-CITY)

Various organizations may hold special events throughout the City, including, but not limited to, sporting events, City events, etc., which require the sponsors to provide their own portable toilets. **These toilets are not included in the City's Contract.** However, the successful bidder may extend contractual pricing to these organizations, at their discretion.

M. PADLOCKS

Portable toilets and access gates leading to portable toilet locations will be padlocked at the City's discretion. The City will provide the Contractor with a minimum of two (2) keys for each padlocked location. The Contractor is not authorized to duplicate City keys and shall request replacement or additional keys from the City's contract Administrator. Portable toilets provided under this contract will be furnished with installed padlock hasps at no additional charge whenever requested by the City.

N. CLEANUP

The Contractor shall remove all debris caused by his work at the job site and at the end of each workday and dispose of debris at no additional cost to the City. Disposal shall be in strict accordance with local and State of California laws and ordinances.

O. ENVIROMENTAL REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all local, State of California and Federal Environmental Protection Agency rules, regulations, laws and any other legal requirements for the protection of the environment. Materials or processes that use asbestos, beryllium or mercury shall not be used.

The Contractor shall immediately inform the City of any investigation, citation, or legal action by any regulatory agency related to the Contractor's obligations under this contract.

P. TEMPORARY LOCATIONS

Downtown Christmas Parade route (Canal Dr., Main St., Broadway)

Q. LONG TERM LOCATION SITES AND FREQUENCY OF SERVICE

Long Term Locations	Type and Number of Units	Times per Week (Service Day TBD After Contract award)
Pedretti Park 2400 Tegner Rd	Handicapped accessible (3)	1
Pedretti Park 2400 Tegner Rd	Standard (1) – may replace one Handicapped accessible	1

***Serviced on an "AS Needed" basis, called out as required by the Contractor Administration or his designee at the standard charge.**

R. STORM WATER MANAGEMENT PLAN

The Contractor shall ensure that all personnel whose responsibilities involve cleaning or waste disposal are trained in Best Management Practices, as set forth in the City's NPDES permit and Storm Water Management Plan. The Contractor must conduct its services in accordance with the City's Storm water Management Plans (i.e. National Pollutant Discharge Elimination program, or NPDES)

- a) Appurtenances must be cleaned by methods, which do not result in runoff going into any water, gutter or storm drains. Only potable water may flow into any water, gutter, or storm drains.
- b) All wash water must be disposed of to a sanitary sewer.
- c) No litter, debris, or other materials and substances may be washed, swept, or blown into the street or storm drains.

- d) All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to water.

Note: It is the intent of the provision described below to inform prospective Contractors that the City will expect the successful Contractor to use, whenever possible, recycle and/or recyclable products during the performance of the Contract.

S. RECYCLED CONTENT PREFERENCE

It is the City policy, whenever practicable, to purchase functional products which contain, in order of preference.

1. The highest percentage of post-consumer recovered material available in the marketplace; and
2. The highest percentage of secondary waste recovered material available in the marketplace.

T. RECYCLABILITY AND WASTE REDUCTION

In addition to the recovered material content of a product, important criteria in selecting products shall also be:

1. The ability of the product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection program; and
2. The volume and toxicity of waste and by-product a given product and its packaging generate in their manufacture, use, recycling, and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling, and disposal shall be preferred.

U. TERM OF CONTRACT

The anticipated contract period is three (3) years from the date of award.

BID FORM EXHIBIT 'A'

Page 1 of 5

**CITY OF TURLOCK
BID FORM**

BID NO RFB 16-371

BID DUE DATE: August 25, 2016

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"SERVICE CONTRACT FOR RENTAL OF PORTABLE TOILETS"

- 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: A + A Portables, Inc
Address: 201 Roscoe Rd
City/State/Zip: Modesto CA 95357-1828
Telephone Number (209) 524-0401 Fax Number (209) 524-0427
E-Mail Address dan@oportables.com
Authorized Representative (print) Dan Markkula, Service Manager

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Service Contract for Rental of Portable Toilets, at the prices indicated herein.

BID PROPOSAL EXHIBIT 'A'

Bid Sheet

SECTION A: LONG TERM PORTABLE TOILET RENTALS						
Bid Item Description	Location	Unit Price per Service Visit	Qty	Weekly Service Visits	Weeks	Annual Amount
Standard Unit	2400 Tegner Rd	\$ 25.00	1	X 1	X 52	\$ 1,300.00
ADA Handicap Unit	2400 Tegner Rd	\$ 100.00	2	X 1	X 52	\$ 10,400.00
		\$		X 1	X 52	\$
Section A Total Amount						\$ 11,700.00

SECTION B: TEMPORARY PORTABLE TOILET RENTALS			
Annual Service Visits	Bid Items Description	Location	Price per Toilet per Day (Including one clean/supply service visit)
1*	Standard Portable Toilet	Event Rental (7days or fewer, various location)	\$ 79.00
1*	ADA Handicap Portable Toilet	Event Rental (7days or fewer, various location)	\$ 170.00
1*	Portable Hand Wash Station	Event Rental (7days or fewer, various location)	\$ 79.00
1*	Hand Sanitizer Station	Event Rental (7days or fewer, various location)	\$ 89.00
Section B Total Amount			\$ 417.00

*Estimated Quantities per Purpose of Bid Evaluation

SECTION C: MISCELLANEOUS SERVICES			
Annual Service Visits	Bid Items Description	Location	Unit Price per Service Visit
1*	Additional Service Visit for Portable Toilets Monday - Saturday, 7:00 am to 4:00 pm	All	\$ 35.00
1*	Additional Services Visit for Portable Toilets Evenings, Sundays, Holiday	All	\$ 70.00
1*	Emergency Service Visit for Portable Toilets Monday - Saturday, 7:00 am to 4:00 pm. 4-hour response time	All	\$ 90.00
1*	Emergency Service Visit for Portable Toilets Evenings, Sundays, Holiday 4-hour response time	All	\$ 100.00
1*	Emergency After hours service (overtime) 4:00 pm to 7:00 am	All	\$ 120.00
Section C Total Amount			\$ 415.00

*Estimated Quantities per Purpose of Bid Evaluation

Grand Total Section A, B & C (for bidding purposes only)	\$ 12,532.00
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BID FORM EXHIBIT 'A'
Page 3 of 5

List any extra charges not described above:
Delivery Charges *40 ⁰⁰ -200 ⁰⁰
Excessive Graffiti Removal *40 ⁰⁰ /hr.

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
If yes, number: 800121

"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:	<u>See Attached Contact Sheet</u>
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 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 shall be included in their bid proposal.
- 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

BID PROPOSAL EXHIBIT 'A'

Page 5 of 5

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.

A&A Portables, Inc.

Company Name

Donald F. Mell

Signature of Authorized Representative

94-2485924

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.***

City Council Synopsis

October 25, 2016



5K



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Carla McLaughlin, Staff Services Technician
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of \$27,000 from Fiscal Year 2015-16 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of one (1) New Holland 2 WD ROPS Tractor

2. DISCUSSION OF ISSUE:

On December 8, 2015, the City Council approved the purchase of one (1) New Holland 2 WD ROPS Tractor, Model #Workmaster 70, through the National Joint Powers Alliance (NJPA) Contract #031711-CIH, from Garton Tractor, Inc., without compliance to the formal bid procedure pursuant to the Turlock Municipal Code Section 2-7-08(b)(5).

Due to a vendor delay, the tractor was not received by the end of Fiscal Year 2015-16. Staff is requesting to re-appropriate unspent funds of \$27,000 from the Fiscal Year 2015-16 to Fiscal Year 2016-17 budget to cover the cost of this tractor for the Streets Division.

3. BASIS FOR RECOMMENDATION:

A purchase order was created and this item was ordered in January 2016. Due to this item not being delivered prior to June 30, 2016, the deadline for use of Fiscal Year 2015-16 funding, staff is requesting funds be re-appropriated in Fiscal Year 2016-17 to schedule delivery and payment for this equipment.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 Fiscal Responsibility

DEC for Agustin
pm H. R. H.

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

\$27,000

Finance has reviewed and approved this budget amendment

Budget Amendment

Re-appropriating unspent funds of \$27,000 from Fiscal Year 2015-16 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of the New Holland 2 WD ROPS Tractor for the Streets Division.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may deny the re-appropriation. Staff does not recommend this alternative as it was budgeted for and approved by City Council last fiscal year.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING } RESOLUTION NO. 2016-
UNSPENT FUNDS OF \$27,000 FROM FISCAL }
YEAR 2015-16 TO ACCOUNT NUMBER }
506-00-000-231.51020 "EQUIPMENT }
REPLACEMENT" FROM FUND 506 "VEHICLE/ }
EQUIPMENT REPLACEMENT-STREETS" }
RESERVE BALANCE FOR THE PURCHASE OF }
ONE (1) NEW HOLLAND 2 WD ROPS TRACTOR }
_____ }

WHEREAS, on December 8, 2015, the City Council approved the purchase of one (1) New Holland 2 WD ROPS Tractor; and

WHEREAS, a vendor delay caused the delivery of the tractor to be delayed past June 30, 2016; and

WHEREAS, the funding to purchase the tractor was included in the Fiscal Year 2015-16.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$27,000 of unspent funds from Fiscal Year 2015-16 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of one (1) New Holland 2 WD ROPS Tractor.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

October 25, 2016



5L



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation Division of Aeronautics for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project

2. DISCUSSION OF ISSUE:

The City of Turlock is requesting State assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. The purpose and need for the proposed design project is to widen Runway 12/30 from 50' to 60' to meet Federal Aviation Administration (FAA) design standards, upgrade the airfield lighting, and airfield electrical infrastructure.

Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. It is the intent of this project to widen the runway to meet design standards and provide grading and drainage of the runway safety areas to ensure compliance with runway safety area (RSA) requirements. In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

OK for Agenda
Jan 11/21/16

General Principles:

4. Transportation infrastructure that serves the needs of the community.

Action Item:

15. Initiate the construction improvements at the Turlock Municipal Airport.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The total cost for the design work associated with the runway widening project is calculated at \$156,242. On May 24, 2016 Council approved the application, acceptance and execution for a Federal Aviation Administration grant in the amount of \$140,618, with the City providing matching funds in the amount of \$15,624. As an offset to the required grant match, the California Department of Transportation, Division of Aeronautics may fund eligible projects up to 5% of the Federal grant amount. If awarded, the City will receive \$7,030.90 in revenue toward the airport project.

An appropriation to the proper revenue account in Fund 401 "Airport" will be done if the City is awarded funding from the State.

Finance staff has reviewed this report.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. City Council may not approve this request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY City of Turlock	AIRPORT NAME Turlock Municipal Airport	PERMIT NO.
CONTACT NAME Allison Van Guilder	TITLE Director, Parks, Recreation and Public Facilities	
BUSINESS ADDRESS 144 S. Broadway Turlock CA 95380	BUSINESS PHONE (209) 668-5619	

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan):

Attach Additional Sheets If Necessary

Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Design; Runway 12/30 Safety Area Grading and Drainage Improvements (approximately 60,000 SY) - Design; Rehabilitate Runway 12/30 Lighting - Design

FEDERAL GRANT

\$ 140,618.00

APPLICANT FUNDS

\$ 8,593.10

STATE FUNDS *

\$ 7,030.90

TOTAL COST OF PROJECT

\$ 156,242.00

* Maximum is 5% of the federal grant amount

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # 15301 (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) N/A State Clearinghouse (SCH)# N/A or
 - Negative Declaration (Title/Date) N/A State Clearinghouse (SCH)# N/A or
 - National Environmental Policy Act (NEPA) document (Title/Date) N/A
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Mayor
PRINT NAME Gary Soiseth	DATE 10/26/2016

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
SUBMITTAL OF AN APPLICATION, }
ACCEPTANCE OF AN ALLOCATION OF }
FUNDS, AND EXECUTION OF A GRANT }
AGREEMENT WITH THE CALIFORNIA }
DEPARTMENT OF TRANSPORTATION }
DIVISION OF AERONAUTICS FOR THE }
TURLOCK MUNICIPAL AIRPORT WIDEN }
RUNWAY 12/30 TO 60' AND AIRFIELD }
ELECTRICAL UPGRADES DESIGN }
PROJECT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock is requesting State assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport; and

WHEREAS, the purpose and need for the proposed design project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting, and airfield electrical infrastructure; and

WHEREAS, the design grant project will cost \$156,242 and requires a 10% match in the amount of \$15,624 which will be paid for with Airport Enterprise Funds; and

WHEREAS, the California Department of Transportation, Division of Aeronautics may fund eligible projects up to 5% of the Federal grant amount, and if awarded, the City will receive \$7,030.90 in revenue to offset the City's match requirement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize the submittal of an application to the California Department of Transportation, Division of Aeronautics for the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project; and
2. Authorize accepting an allocation of funds for the California Department of Transportation, Division of Aeronautics Grant for Fiscal Year 2016-17 and appropriating said funds to the appropriate revenue and expenditure accounts in Fund 410 "Airport"; and
3. Authorize the Mayor or City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

October 25, 2016



5M



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Senior Recreation Supervisor and changing the job title to Parks, Recreation and Public Facilities Supervisor, effective October 25, 2016

2. DISCUSSION OF ISSUE:

As part of the amended Fiscal Year 2016-17 budget, an update to the Senior Recreation Supervisor classification was proposed. The update includes changing the job title to "Parks, Recreation and Public Facilities Supervisor" and adding maintenance related project management responsibilities to the job description. All original primary tasks of the position remain in effect.

The two (2) supervisors currently occupying this position will have the opportunity for professional development which will help address a current lack of higher level supervisory support in the department. They will be assigned a wide range of projects related to parks, recreation and maintenance needs. The required skills and education of the individuals in this role will allow for a broader support of the department encompassing all divisions and functions.

Modifications to the job description have been reviewed and approved by the Turlock City Employees Association and Human Resources Division.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principles:

4. Proactively respond to emerging issues.

OK for Agenda
pam A.R.H.

Action Item:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Included in the amended FY 2016-17 budget is a one-time 5% annual increase for each position. The combined total of the increase is \$9,758 but will not result in an increase to the General Fund due to costs of the positions being proportionally allocated amongst non-General Fund areas.

Finance has reviewed this section.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny this request however it is a key opportunity for professional development and department efficiency.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
SENIOR RECREATION SUPERVISOR AND }
CHANGING THE JOB TITLE TO PARKS, }
RECREATION AND PUBLIC FACILITIES }
SUPERVISOR, EFFECTIVE OCTOBER 25, }
2016 }

RESOLUTION NO. 2016-

WHEREAS, staff has identified a need to modify the job description and change the job title for the position of Senior Recreation Supervisor; and

WHEREAS, the modifications are requested due to the need for professional development opportunities and to address a current lack of higher level supervisory support in the department; and

WHEREAS, modifications to the job description are identified in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Senior Recreation Supervisor and change the job title to Parks, Recreation and Public Facilities Supervisor, effective October 25, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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



PARKS, RECREATION AND PUBLIC FACILITIES SENIOR RECREATION SUPERVISOR

DEFINITION

Under general direction of the Parks, Recreation and Public Facilities Manager Superintendent or designee to plan, organize, promote, budget, schedule, direct, evaluate and coordinate the activities and operations of the Parks, Recreation and Public Facilities Department including but not limited to the following assigned City Recreation division and programs with an emphasis on assigned program areas, aquatics, prevention/youth, sports, programs/events, public facilities maintenance and special projects related to the department. (i.e. teen & family, youth, sports, intervention and outreach) general youth, family and community activities. This individual will supervise and provide in-service training for paid seasonal and part time personnel and volunteers. Performs related work as required. This is an advanced level classification in the Recreation Division Supervisor series. Incumbent also coordinates and oversees work performed by less experienced personnel as assigned.

This position is assigned to the Miscellaneous Bargaining Unit for labor relation's purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION EXERCISED AND RECEIVED

General direction is provided by the Parks, Recreation and Public Facilities Manager Superintendent.

Responsibilities include supervision over assigned program staff including full and part-time, to include seasonal and volunteer personnel. Responsibilities may include indirect supervision of Recreation Coordinators supervisors and/or lower level Parks, Recreation and Public Facilities staff and office personnel on a project basis.

DISTINGUISHING CHARACTERISTICS

The Parks, Senior Recreation and Public Facilities Division Supervisor is distinguished from the Recreation Supervisor Coordinator in that the Senior Supervisor performs more difficult and technical assignments/projects requiring specialized skill on an independent basis.

This classification may be assigned to any one or more of the following four five specific areas of concentration as distinguished below:

Teen & Family Programs/ Aquatics: Aquatics programs and facilities; instruction and safety classes; special teen and family programs and youth advisory council (13-18

~~years old) special events, enrichment classes and programs including senior citizens and active adults—write & oversee grants; and staff liaison to affiliated organizations.~~

Prevention/Youth: Youth services clearinghouse; Jr. High and after school programs; intervention and pro-active programs; Police Activities League (PAL); ~~youth safety education programs, youth development programs; and special events; prevention program curriculum design and implementation; recreation scholarship programs and staff liaison to affiliated organizations.; and write/oversee grants.~~

Sports: Adult and youth sport programs; sport tournaments and special events; supervision of Pedretti Park sports complex; supervision of Turlock Sports Complex; sports education programs for youth and families; ~~supervision of National Youth Sports Coaches Association training and staff liaison to affiliated organizations; and write/oversee grants, liaison to Municipal Services for Facility/Building maintenance.~~

Prevention/OutreachPrograms/Events: Special populations/senior citizens/prevention/neighborhood programs/associations and outreach education programs and events. Special teen and family programs and youth advisory council (13-18 years old), special events, enrichment classes and programs including senior citizens and active adults. Research and write various public safety, education, and recreation safety grants; staff liaison to affiliated organizations; Recreation scholarship programs.; ~~and prevention program curriculum design and implementation.~~

Maintenance: Special projects related to Parks, Storm, Landscape Assessments and Street Maintenance.

ESSENTIAL FUNCTIONS: – Duties may include, but are not limited to the following:

- Coordinates the activities of the ~~Division~~ Department with City sponsored, co-sponsored and community non-City sponsored activities.
- Plans, organizes, directs and evaluates assigned portions of city-wide Parks, Recreation and Public Facilities programs, activities and events; in the area of youth, families, senior sports, ~~and prevention, aquatics and special projects related to the Parks, Recreation and Public Facilities Department.~~
- Development and implementation of youth, teen and family needs assessment tools.
- Evaluates programs, staff and facilities.
- Develops and assists in initiating new Parks, Recreation and Public Facilities programs/activities and events.
- Plans, recommends and monitors program budgets.
- Serves as staff member or representative to City appointed commissions, committees and/or task forces.

- Trains and orients new full-time and part-time employees and volunteer staff as assigned.
- Conducts regular staff meetings for part-time, seasonal and volunteer personnel.
- Makes inspection tours of Parks, Recreation and Public Facilities programs/activities and facilities and makes recommendations of improvement.
- Responsible for payroll and time record forms for part-time and seasonal employees, in assigned area.
- Performs various office functions as needed.
- Plans, supervises, and coordinates programs such as; enrichment classes/events/programs, sports leagues, and prevention/intervention activities.
- Responsible for the recruitment and selection of part-time, seasonal and volunteer personnel; including training, evaluations and discipline of part-time and seasonal employees/volunteers and makes recommendations to the Manager or designee.
- ~~Write/submit and oversee grants. for Community Services.~~
- Develop program and activity sponsorships and partnerships.
- Create and develop programs for diverse populations.
- Responsible for marketing publicity and advertisement of Parks, Recreation and Public Facilities programs and activities through available community resources and news media.
- ~~As assigned, supervises organized community groups and committees in the promotion and organization of Recreation Services and other community programs and use of City facilities.~~
- As assigned, manages special project related to Facilities, Parks, Storm, Landscape Assessment and Street Maintenance

MINIMUM QUALIFICATIONS

Knowledge of:

- ~~Objectives, methods, and techniques of development, planning, and organizing Recreation programs, activities, and events.~~
- ~~Development of prevention and intervention programs.~~
- ~~Recreation, social, and education activities suitable for a wide range of age groups and individuals of diverse backgrounds.~~
- ~~Community organizations and resources availability.~~

- ~~Program/facility safety and first aid techniques.~~
- ~~Marketing and promotion techniques.~~
- ~~Team building concepts and a strong desire to function as a team player.~~
- ~~City procedures, including purchasing, financing, and budget functions.~~
- ~~Computer software programs such as WordPerfect, Excel, PowerPoint, MS Word and Netscape.~~
- ~~Familiarity with web page design, plus Internet usage and protocol.~~
- ~~Prevention Program curriculum design and implementation.~~
- ~~Office of Criminal Justice Planning requirements and other related grant/funding agencies.~~
- ~~Grant funding sources, grant writing and program development.~~
- Modern highly complex principles and practices of parks and recreation program development and administration, and park facility design and use.
- Procedures for planning, implementing and maintaining a variety of recreation activities and programs.
- Recreational, cultural and social needs of all age groups and people of diverse backgrounds.
- Volunteer commission management and laws and regulations related to their administration.
- Recent developments, current literature and sources of information related to recreation program administration and alternative financing.
- Occupational hazard and standard safety precautions necessary to maintain safe work practices.
- All phases of turf and landscape maintenance, sprinkler system installation, operation and repair, weed and insect detection and control methods and plant disease detection and control.
- The installation/removal and maintenance of all City trees, including leaf clean-up programs and mistletoe removal programs.
- Materials, methods, tools and equipment used in the maintenance, repair and construction of various City facilities.
- Organizational and management practices as applied to the analysis and evaluation of programs, polices and operational needs.

- Pertinent State, Federal, and local laws, codes, regulations, Grants and Foundations.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training and performance evaluation.

Ability to:

- ~~Create, organize, and deliver a variety of Recreation programs and activities to all community residents.~~
- ~~Coordinate, supervise, and direct the activities of paid or volunteer staff engaged in recreation programs and activities.~~
- ~~Plan, recommend and oversee assigned program budget.~~
- ~~Create positive community partnerships.~~
- ~~Train paid and volunteer personnel in the requirements of implementing programs.~~
- ~~Establish and maintain effective working relationships with those contacted during the course of work.~~
- ~~Prepare and monitor grants~~
- ~~Leverage City resources through implementation of self-supporting programs.~~
- ~~Communicate clearly and concisely, both orally and in writing.~~
- ~~Plan and promote program activity and evaluate the success of each program and the personnel assigned therein.~~
- Organize, supervise and coordinate the activities of the department in a manner conducive to full performance and high morale.
- Understand and implement the park and recreation needs of the community and recommend facilities and programs to meet those needs.
- Prepare and present complex reports.
- Gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply City policies, procedures, rules and regulations.
- Communicate clearly and concisely, both orally and in writing.

- Maintain liaison with various private and public agencies, and deal successfully with the public and other interested groups.
- Prepare and administer a budget.
- Administer a variety of parks and recreation programs and activities.
- Develop and implement policies and procedures related to the administration of a variety of parks and recreation programs and activities.
- Research, write, oversee and monitor grants.
- Forecast and plan for future needs.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, and supervise the work of professional, technical and office support staff.
- Establish and maintain cooperative working relationships with elected officials, City personnel, consultants, commission and board members, representatives of outside agencies, youth organizations and groups and members of the public.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Organize, implement and supervise Department's goals and City objectives. Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Make presentations before groups and represent the City in public forums. Use computer and needed programs effectively.

EDUCATION AND EXPERIENCE

Education:

Graduation from a college or university with a Bachelor's degree in Political Science, Business Communications, Liberal Arts, Recreation, or related field.

Experience:

Minimum of four years of increasingly responsible experience with the City of Turlock Parks, Recreation and Public Facilities Department coordinating and leading related activities, programs and projects, as a Recreation Supervisor.

LICENSE AND CERTIFICATES

Possession of a valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Possession of a certificate in one or more of the following:

Graduate of the National Park and Recreation Revenue Resources School, N.R.P.A. National Aquatic Management School, Certified Leisure Professional Certificate, or related public maintenance certificates.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting customers and program participants; bodily mobility to lift and maneuver program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuations in temperature while performing essential functions and able to lift equipment as necessary.

December 1997 Revised 08/00, 03/01, 01/03, 01/06, 5/08, 10/16

Reviewed and approved: _____

PERSONNEL OFFICER

DATE



City Council Synopsis

October 25, 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:

Resolution: Determining the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for pedestrian safety, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, on Friday, November 25, 2016 from 1:00 p.m. to 8:00 p.m.

2. DISCUSSION OF ISSUE:

The City of Turlock Parks, Recreation and Public Facilities Department, in partnership with the Turlock Downtown Property Owners Association will host the 2016 Festival of Lights event. The event is proposed to take place on Friday, November 25, 2016 from 3:00 p.m. to 7:00 p.m.

The City has had a long standing partnership with Turlock Downtown Property Owners Association and has provided parade traffic control devices and required staff support for the Festival of Lights for many years. This year the two entities will be partnering for the planning and implementation of the event. Staff has met with a committee of Turlock Downtown Property Owners Association Board Members

OK for Agenda

as well as merchants from the Main Street Corridor and have developed a unified plan for the event.

The event will host a variety of vendors, entertainment, youth activities, and the traditional tree lighting.

The closure of the specified street section associated with the Festival of Lights is to be in effect from 1:00 p.m. to 8:00 p.m. for pedestrian safety and event purposes.

City of Turlock Traffic Engineering has reviewed and approved the temporary traffic control plan and the City's Special Event committee is coordinating all aspects of the event. Property and business owners located along the parade route will be notified in advance by mail regarding the closure and will have the opportunity to provide feedback to enhance the event.

3. BASIS FOR RECOMMENDATION:

- A) The closure of the specified section of roadway is necessary for pedestrian safety.
- B) In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

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:

This closure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

7. ALTERNATIVES:

- A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.
- B. Approve a closure of only the section of Main Street, between Golden State Boulevard and First Street, which will be directly impacted by the activities held in Central Park.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
CLOSURE OF MAIN STREET, BETWEEN }
PALM STREET AND MARKET STREET, WHILE }
ALLOWING CROSS TRAFFIC ON GOLDEN }
STATE BOULEVARD TO CONTINUE, FOR THE }
FESTIVAL OF LIGHTS HOSTED BY THE CITY }
OF TURLOCK IN PARTNERSHIP WITH THE }
TURLOCK DOWNTOWN PROPERTY OWNERS }
ASSOCIATION, IS EXEMPT FROM }
THE PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15304 }
(MINOR ALTERATIONS TO LAND) OF THE }
CEQA GUIDELINES }

RESOLUTION NO. 2016

WHEREAS, the City plans to temporarily modify the use of land along a portion of Main Street, between Palm Street and Market Street from 1:00 p.m. – 8:00 p.m., while allowing cross traffic on Golden State Boulevard to continue, for the Festival of Lights, a special event that will result in the closure of the specified street sections to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, section 15304 of the California Environmental Quality Act Guidelines states, “Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes”, and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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 AUTHORIZING THE }
CLOSURE OF MAIN STREET, BETWEEN }
PALM STREET AND MARKET STREET, }
WHILE ALLOWING CROSS TRAFFIC }
ON GOLDEN STATE BOULEVARD TO }
CONTINUE, FOR PEDESTRIAN SAFETY, }
FOR THE FESTIVAL OF LIGHTS HOSTED }
BY THE CITY OF TURLOCK IN }
PARTNERSHIP WITH THE TURLOCK }
DOWNTOWN PROPERTY OWNERS }
ASSOCIATION, ON FRIDAY, }
NOVEMBER 25, 2016 FROM 1:00 P.M. TO }
8:00 P.M. }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock Parks, Recreation and Public Facilities Department, in partnership with the Turlock Downtown Property Owners Association will host the 2016 Festival of Lights event; and

WHEREAS, the event is proposed to take place on Friday, November 25, 2016 from 3:00 p.m. to 7:00 p.m.; and

WHEREAS, the City has had a long standing partnership with Turlock Downtown Property Owners Association and has provided parade traffic control devices and required staff support for the Festival of Lights for many years; and

WHEREAS, for the 2016 event, City of Turlock is partnering in the planning and implementation of the event with the Turlock Downtown Property Owners Association; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on October 25, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for pedestrian safety, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, on Friday, November 25, 2016 from 1:00 p.m. to 8:00 p.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

October 25, 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:

Resolution: Determining the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, on Friday, December 2, 2016 during specified times

Resolution: Authorizing the City Manager to approve any future Special Event Permit and associated temporary closure of certain streets for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December at specified times, in accordance with California Vehicle Code Section 21101(e)

OK for Agenda

2. DISCUSSION OF ISSUE:

The 38th City of Turlock Annual Christmas Parade is proposed to take place on Friday, December 2, 2016, from 6:00 p.m. - 9:00 p.m.

The event will require the closure of the following specified street sections associated with Christmas Parade activities:

1. Main Street, between Palm Street and Lander Avenue, 1:00 p.m. - 10:30 p.m.
2. Main Street, between West Canal Drive and Palm Street, 2:30 p.m. - 9:30 p.m.
3. East Canal Drive, East bound between Main Street and Johnson Road, 4:00 p.m. - 8:00 p.m.
4. South Golden State Boulevard, between Olive Avenue and Crane Avenue, 4:00 p.m. - 10:30 p.m.
5. Broadway, between Market Street and Canal Drive, 6:00 p.m. - 10:30 p.m.
6. North Soderquist Road, at Fulkerth Road, 7:00 p.m. - 11:00 p.m.

City of Turlock Traffic Engineering has reviewed and approved the temporary traffic control plan and the City's Special Event committee is coordinating all aspects of the event. Property and business owners located along the parade route will be notified in advance by mail regarding the closure and will have the opportunity to provide feedback to enhance the event.

Moving forward, staff is requesting the City Manager be authorized to approve any future Special Event Permit and associated temporary closure of certain streets at specified times associated with the annual City of Turlock Christmas parade, to take place on the first Friday of December each year.

3. BASIS FOR RECOMMENDATION:

- A) The closure of the specified section of roadway is necessary for pedestrian safety.
- B) In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.
- C) In accordance with the California Vehicle Code, the City Council is authorized to delegate authority to the City Manager for the temporary closure of public streets.

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:

This closure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

7. ALTERNATIVES:

- A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING }
THE CLOSURE OF MAIN STREET }
[BETWEEN PALM STREET AND LANDER }
AVENUE], MAIN STREET [BETWEEN }
WEST CANAL DRIVE AND PALM STREET], }
EAST CANAL DRIVE [EAST BOUND }
BETWEEN MAIN STREET AND JOHNSON }
ROAD], SOUTH GOLDEN STATE }
BOULEVARD [BETWEEN OLIVE AVENUE }
AND CRANE AVENUE], BROADWAY }
[BETWEEN MARKET STREET AND CANAL }
DRIVE], AND NORTH SODERQUIST }
ROAD AT FULKERTH ROAD FOR THE }
ANNUAL CITY OF TURLOCK CHRISTMAS }
PARADE HOSTED BY THE CITY OF }
TURLOCK, HELD ON THE FIRST FRIDAY }
OF DECEMBER, IS EXEMPT FROM THE }
PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) }
IN ACCORDANCE WITH SECTION 15304 }
(MINOR ALTERATIONS TO LAND) OF THE }
CEQA GUIDELINES }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City plans to temporarily modify the use of land along a portion of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkert Road for the annual City of Turlock Christmas Parade, held on the first Friday in December, a special event that will result in the closure of the specified street sections to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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 AUTHORIZING THE }
CLOSURE OF MAIN STREET [BETWEEN }
PALM STREET AND LANDER AVENUE], }
MAIN STREET [BETWEEN WEST CANAL }
DRIVE AND PALM STREET], EAST CANAL }
DRIVE [EAST BOUND BETWEEN MAIN }
STREET AND JOHNSON ROAD], SOUTH }
GOLDEN STATE BOULEVARD [BETWEEN }
OLIVE AVENUE AND CRANE AVENUE], }
BROADWAY [BETWEEN MARKET }
STREET AND CANAL DRIVE], AND NORTH }
SODERQUIST ROAD AT FULKERTH }
ROAD FOR PEDESTRIAN SAFETY, FOR }
THE ANNUAL CITY OF TURLOCK }
CHRISTMAS PARADE HOSTED BY THE }
CITY OF TURLOCK, ON FRIDAY, }
DECEMBER 2, 2016 DURING SPECIFIED }
TIMES }

RESOLUTION NO. 2016-

WHEREAS, the 38th Annual City of Turlock Christmas Parade is proposed to take place on Friday, December 2, 2016; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, City of Turlock Traffic Engineering has reviewed and approved the temporary traffic control plan and the City's Special Event committee is coordinating all aspects of the event; and

WHEREAS, property and business owners located along the parade route will be notified in advance by mail regarding the closure and will have the opportunity to provide feedback to enhance the event; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on October 25, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, on Friday, December 2, 2016 during specified times.

BE IT FURTHER RESOLVED the following street sections shall be authorized for closure:

1. Main Street, between Palm Street and Lander Avenue, 1:00 p.m. - 10:30 p.m.
2. Main Street, between West Canal Drive and Palm Street, 2:30 p.m. - 9:30p.m.
3. East Canal Drive, East bound between Main Street and Johnson Road, 4:00 p.m. - 8:00 p.m.
4. South Golden State Boulevard, between Olive Avenue and Crane Avenue, 4:00 p.m. - 10:30 p.m.
5. Broadway, between Market Street and Canal Drive, 6:00 p.m. - 10:30 p.m.
6. North Soderquist Road, at Fulkerth Road, 7:00 p.m. - 11:00 p.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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 AUTHORIZING THE }
CITY MANAGER TO APPROVE ANY }
FUTURE SPECIAL EVENT PERMIT AND }
ASSOCIATED TEMPORARY CLOSURE OF }
CERTAIN STREETS FOR PEDESTRIAN }
SAFETY, FOR THE ANNUAL CITY OF }
TURLOCK CHRISTMAS PARADE HOSTED }
BY THE CITY OF TURLOCK, HELD ON }
THE FIRST FRIDAY OF DECEMBER AT }
SPECIFIED TIMES, IN ACCORDANCE }
WITH CALIFORNIA VEHICLE CODE }
SECTION 21101(E) }

RESOLUTION NO. 2016-

WHEREAS, the annual City of Turlock Christmas Parade takes place on the first Friday of December each year; and

WHEREAS, the City of Turlock Christmas Parade is subject to the Special Event Permit process; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, City of Turlock Traffic Engineering will review and approve the temporary traffic control plan and the City's Special Event committee is responsible for coordinating all aspects of the event; and

WHEREAS, property and business owners located along the parade route will be notified in advance by mail regarding the closure and will have the opportunity to provide feedback to enhance the event.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to approve any future Special Event Permit and associated temporary closure of certain streets for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December at specified times, in accordance with California Vehicle Code Section 21101(E).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

October 11, 2016



From: Michael I. Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$108,750 to account number 413-51-536.47061 "Capacity Reimbursement" from Fund 413 "WQC – Capital Expansion" reserve balance for the reimbursement of the wastewater capacity relinquished by Olivewood, LLC (aka D Street Foods), as approved by the City Council on September 13, 2016

2. DISCUSSION OF ISSUE:

On September 13, 2016, the City Council approved the reimbursement of a portion of wastewater capacity that was relinquished by Olivewood, LLC (aka D Street Foods). The reimbursement totaled \$108,750. The staff report did not include the appropriation necessary to properly account for this transaction. At this time, staff is requesting approval of this appropriation.

The relinquished wastewater capacity is now available for purchase by another industrial customer. It is anticipated that an existing industry will promptly purchase this capacity, making the fund whole.

3. BASIS FOR RECOMMENDATION:

A. The "Capacity Reimbursement" fund has adequate reserves to cover the reimbursement.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

OK for Agenda
Am GRH

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: Appropriating \$108,750 to account number 413-51-536.47061 "Capacity Reimbursement" from Fund 413 "WQC – Capital Expansion" reserve balance for the reimbursement of the wastewater capacity relinquished by Olivewood, LLC (aka D Street Foods), as approved by City Council on September 13, 2016. It is anticipated the wastewater capacity relinquished by D Street Foods will be promptly purchased by another industrial user which will make this account whole.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the appropriation. Staff does not recommend this as Council approved reimbursement of relinquished wastewater capacity and it should be properly funded from the appropriate accounts.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$108,750 TO ACCOUNT NUMBER }
413-51-536.47061 "CAPACITY }
REIMBURSEMENT" FROM FUND 413 }
"WQC – CAPITAL EXPANSION" RESERVE }
BALANCE FOR THE REIMBURSEMENT }
OF THE WASTEWATER CAPACITY }
RELINQUISHED BY OLIVEWOOD, LLC }
(AKA D STREET FOODS), AS APPROVED }
BY THE CITY COUNCIL ON SEPTEMBER }
13, 2016 }

RESOLUTION NO. 2016-

WHEREAS, on September 13, 2016, the City Council approved the reimbursement of a portion of wastewater capacity that was relinquished by Olivewood, LLC (aka D Street Foods); and

WHEREAS, the reimbursement totaled \$108,750; and

WHEREAS, the staff report did not include the appropriation necessary to properly account for this transaction.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate \$108,750 to account number 413-51-536.47061 "Capacity Reimbursement," from Fund 413 "WQC – Capital Expansion" reserve balance for the reimbursement of the wastewater capacity relinquished by Olivewood, LLC (aka D Street Foods) as approved by the City Council on September 13, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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

5Q



City Council Synopsis

October 25, 2016

From: Nino C. Amirfar, Acting Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Huntington Court Reporters to provide transcription services for the Turlock Police Department, in an annual amount not to exceed \$60,000, without compliance to formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

Resolution: Appropriating \$15,000 to 110-20-210.43213 "Transcription Services" from Fund 110 "General Fund" reserve balance for transcription services with Huntington Court Reporters

2. DISCUSSION OF ISSUE:

The Police Department has been utilizing Huntington Court Reporters services since 2007 for dictation and transcription services. The company provides the necessary tools for Officers to dictate police reports verbally either by phone or by email by means of a wav file. Huntington Court Reporters then transcribes the information and returns the document within a specified amount of time.

Based on the Officer's need, there is a non-priority price of eighteen cents (\$.18) per line for reports to be returned in twenty-four (24) hours and priority pricing of twenty-four cents (\$.24) per line for reports to be returned in three (3) hours. The use of the program is most commonly used for priority reports.

In an effort to ensure that the Police Department is efficiently spending funds on transcription services, staff researched other transcription companies and have found that Huntington Court Reporters is competitive in pricing. Staff reached out to Net Transcripts and was provided a price of .0195 cents per word for the three (3) hour turn around we generally necessitate. Staff also reached out to Foothill Transcription and was provided a price of six dollars (\$6.00) per page for transcription for "rush" turnaround. We are currently being charged twenty-four cents (\$.24) per line by Huntington Court Reporters for priority reports. After

OK for Agenda
am H.R.K.

breaking down costs, based on this cost per line as opposed to paying per word or per page, in general a per line cost at the rate of twenty-four cents (\$.24) per line is cost effective.

Staff recommends approval of this contract with Huntington Court Reporters because we are confident in the services they have been providing the Department since 2007 and we have confirmed that their prices are competitive. This specialized service is offered by few companies, all of which use different methods of billing, and the method of charging per line offers a fair price to the Department. There is also a benefit to remain with Huntington Court Reporters because there will be no interruption in service. If a new vendor is selected, new equipment could be required, as well as changes to how officers use the program. Per the Turlock Municipal Code, Section 2-7-08(b)(6), Bidding procedures are not required under the following circumstances regardless of the amount involved: When the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

The Police Department has traditionally budgeted \$25,000 annually for transcription services but has been exceeding this amount by \$5,000 to \$10,000 for the past several years. Based on historical spending, staff is requesting an appropriation to properly fund this account. Staff is budgeting \$40,000 for these services, but is requesting a contractual amount not to exceed \$60,000 in the event that future use of transcription services increases.

3. BASIS FOR RECOMMENDATION:

- A. The use of transcription services is necessary because the benefits established over the last nine (9) years of using this service are demonstrated with the need for Officers to have assistance with completing reports quickly. Certain reports are due to the District Attorney within specific timeframes.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

Action Item:

- 4. Create an "efficient" and effective organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$15,000

Budget Amendment

Appropriation of \$15,000 to 110-20-210.43213 "Transcription Services" from Fund 110 "General Fund" reserve balance for transcription services with Huntington Court Reporters.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could deny approval of the agreement. This alternative is not recommended because the Police Department has been working with this company since 2007 and they provide a much needed service.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$15,000 }
TO 110-20-210.43213 "TRANSCRIPTION }
SERVICES" FROM FUND 110 "GENERAL }
FUND" RESERVE BALANCE FOR }
TRANSCRIPTION SERVICES WITH }
HUNTINGTON COURT REPORTERS }

RESOLUTION NO. 2016-

WHEREAS, by previous action, the City Council approved an agreement with Huntington Court Reporters to provide transcription services for the Turlock Police Department; and

WHEREAS, \$25,000 was previously budgeted for Fiscal Year 2016-17; however past expenditures have exceeded this amount by \$5,000 to \$10,000 annually; and

WHEREAS, in order to be adequately budgeted for Fiscal Year 2016-17 budget, Staff is requesting an additional \$15,000 be appropriated to properly fund this account.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$15,000 to 110-20-210.43213 "Transcription Services" from Fund 110 "General Fund" reserve balance for transcription services with Huntington Court Reporters.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October 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

AGREEMENT
Between
HUNTINGTON COURT REPORTERS
AND TRANSCRIPTION, INC.
and
THE CITY OF TURLOCK

I. INTRODUCTION

THIS AGREEMENT is entered into as of November 1, 2016, between the CITY OF TURLOCK, referred to as CITY, and HUNTINGTON COURT REPORTERS AND TRANSCRIPTION, INC, referred to as HCRT, with reference to the following:

II. RECITALS

A. CITY has need for services of an independent HCRT to provide transcription services of law enforcement dictation as provided in this agreement.

B. HCRT has represented that it is ready, willing and able to provide transcription services.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM:** This Agreement shall become effective for a period of one year from the date of the fully executed Agreement, unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** HCRT agrees to provide transcription services of law enforcement dictation through web-based platforms, audiotapes, videotapes, CD-ROM's and/or digital files as request by the CITY per **Exhibit A** attached.

3. **PAYMENT FOR SERVICES:** It is mutually agreed that the CITY shall pay HCRT no more than a maximum of SIXTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$60,000) for all services rendered under this agreement. Expenses for other services or materials not herein listed are neither authorized nor reimbursable. HCRT shall submit for CITY approval a detailed invoice describing the work performed. All payments under this Agreement shall be made in accordance with the CITY's normal payment cycle. See attached **EXHIBIT A**.

IV. GENERAL TERMS

4. INDEPENDENT HCRT STATUS:

(a) This Agreement is entered into by both parties with the express understanding that HCRT will perform all services required under this Agreement as an independent HCRT. Nothing in this Agreement shall be construed to constitute the HCRT or any of its agents, employees or officers as an agent, employee or officer of CITY.

(b) HCRT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of CITY. Subject to any performance criteria contained in this Agreement, HCRT shall be solely responsible for determining the means and methods of performing the specified services and CITY shall have no right to control or exercise any supervision over HCRT as to how the services will be performed. As HCRT is not CITY'S employee, HCRT is responsible for paying all required state and federal taxes. In particular, CITY will not:

1. Withhold FICA (Social Security) from HCRT'S payments.
2. Make state or federal unemployment insurance contributions on HCRT'S behalf.
3. Withhold state or federal income tax from payments to HCRT.
4. Make disability insurance contributions on behalf of HCRT.
5. Obtain unemployment compensation insurance on behalf of HCRT.

(c) Notwithstanding this independent HCRT relationship, CITY shall have the right to monitor and evaluate the performance of HCRT to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** HCRT shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to HCRT'S employees, HCRT shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

7. **CONFLICT OF INTEREST:**

(a) HCRT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including HCRT for this purpose, from making any decision on behalf of CITY in which such officer, employee or consultant/HCRT has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/HCRT participates in or influences any CITY decision which has the potential to confer any pecuniary benefit on HCRT or any business firm in which HCRT has an interest, with certain narrow exceptions.

(b) HCRT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the CITY designated representative and provide all information needed for resolution of this question.

8. **INSURANCE:** Prior to approval of this Agreement by CITY, HCRT shall file with the City of Turlock evidence of insurance as set forth in **Exhibit B** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit B** shall not be used to reduce limits available to CITY as an additional insured from HCRT's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

9. **INDEMNIFICATION:** HCRT shall hold harmless, defend and indemnify CITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, arising from, or in connection with, the performance by HCRT or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against CITY alleging civil rights violations by HCRT

under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for HCRT'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. TERMINATION:

(a) Without Cause: CITY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to the HCRT the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from HCRT of any and all plans, specifications and estimates, and other documents prepared by HCRT in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, CITY may terminate this Agreement based on:

- (6) material misrepresentation, either by HCRT or anyone acting on HCRT's behalf, as to any matter related in any way to CITY's retention of HCRT, or
- (7) other misconduct or circumstances which, in the sole discretion of the CITY, either impair the ability of HCRT to competently provide the services under this Agreement, or expose the CITY to an unreasonable risk of liability.

CITY will pay to the HCRT the compensation earned for work performed and not

previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from HCRT of any and all plans, specifications and estimates, and other documents prepared by HCRT by the date of termination in accordance with this Agreement. CITY will not pay lost anticipated profits or other economic loss, nor will the CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the HCRT's scope of work exceeds the unpaid balance of the agreement, the HCRT must pay the difference to the CITY. Sanctions taken will be possible rejection of future proposals based on specific causes of nonperformance.

(c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where HCRT's services have been terminated by the CITY, said termination will not affect any rights of the CITY to recover damages against the HCRT.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of CITY for which HCRT's services are to be performed, may immediately suspend performance by HCRT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by HCRT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY, that the CITY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

12. **FORM DE-542:** If HCRT is an individual, HCRT acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, CITY has an obligation to file a report with the Employment Development Department, which report will include the HCRT's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. HCRT agrees to cooperate with CITY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at CITY's option, prevent approval of this Agreement, or be grounds for termination by CITY.

13. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or

sent by first class mail, postage prepaid and addressed as follows:

CITY: City of Turlock
Turlock Police Department
Amanda Fortado
244 N Broadway
Turlock, CA 95380

HCRT: Huntington Court Reports and Transcription, Inc.
Mr. Lee Miller
301 North Lake Avenue, Suite 150
Pasadena, California 91101
Phone No.: 626-792-7250 FAX No.: 626-792- 8710

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of HCRT and HCRT'S employees and no part of this Agreement may be assigned or subcontracted by HCRT without the prior written consent of CITY.

15. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

16. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

17. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

18. **HEADINGS:** Section headings are provided for organizational purposes only and

do not in any manner affect the scope, meaning or intent of the provisions under the headings.

19. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

23. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between HCRT and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

24. **ASSURANCES OF NON-DISCRIMINATION:** HCRT shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

It is recognized that both the HCRT and the CITY have the responsibility to protect CITY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, HCRT agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The CITY, in its sole discretion, has the right to require HCRT to replace any employee who provides services of any kind to CITY pursuant to this Agreement with other employees where CITY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require

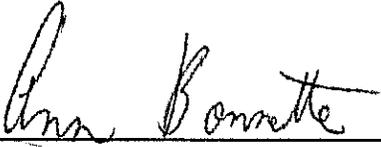
replacement of employees as aforesaid shall not preclude CITY from terminating this Agreement with or without cause as provided for herein.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF TURLOCK, a municipal corporation

HCRT

By: _____
Gary Soiseth, Mayor
or

By: 
Ann Bonnette, President

Gary R. Hampton, City Manager

By: 
Lee Miller, Vice President

Date: _____

APPROVED AS TO FORM:

Date: September 6, 2016

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

EXHIBIT A

DICTATION PLATFORMS

HCRT proposes to use web-based applications which allow dictators to call a toll-free 800 telephone number or use portable digital recorders for dictation. The platforms further allow dictators access to check the status of their dictation/transcription online at any time.

DEFINITIONS

“Character”

Every filled space made by a keystroke, including the spacebar, in a commonly sized document for that report.

“Line”

For **digital reports**, every sixty (60) characters, including spaces made by the spacebar.

For **verbatim witness statement (including administrative interviews) format**, there will be no less than fifty-six (56) characters per full line of text unless a time-stamping feature is used, in which case there will be no fewer than fifty-two (52) characters per line of full text.

HCRT uses Courier font, 12 point.

For witness statement formats, the margins are 0.3 for the top, 0.3 for the bottom, 1.5 for the left margin, 0.6 for the right margin, 0.4 for the header and 0.4 for the footer.

Witness statement formats include audio cassette tapes, digital audio and video files, and video cassette tapes.

“60-character Line”

The product, for any given digital report, of adding all the characters, spaces, template headers, footers, subheadings and other keystrokes, divided by the number “60.” The total number of these “60-character lines” is then multiplied by the “line rate” to produce the total cost for **TPD** on that digital report.

“Line Rate”

The price applied to each “60-character line” in a digital report to produce the total cost for **TPD** on any given digital report.

“Page”

Every twenty-five (25) typed text lines, double spaced, on witness statements and similar documents.

For witness statement style interviews, **HCRT** utilizes the court and/or deposition format, 25 lines per page, double-spaced, 56-60 character lines.

“Project” means one day’s accumulation of audiotapes and videotapes related to a specific matter.

“Transcription Services” means the conversion of audio material into physical text, the proofreading of the prepared report, the transmittal of the proofread report, the copying of the proofread report, which is optional for digital transcription, and the subsequent billing of such services to **TPD**.

For audiotape or videotape, “Transcription Services” include the work detailed above, plus a second comparative proofreading of the transcribed product with the audio source material, together with a subsequent and mandatory copying of the proofread transcript.

LENGTH OF AGREEMENT

1. The term of this Agreement is for 1 year. The rates and terms stated in this Agreement become effective at 12:01 a.m. on November 1, 2016, and will end at 11:59 p.m. on October 31, 2017.

HCRT SERVICES

HCRT shall perform transcription services of law enforcement dictation through web-based platforms, audiotapes, videotapes, and/or digital files.

HOURS OF SERVICE

HCRT operates 24/7, 365 days per year. **HCRT** has a staff of remote background-checked transcriptionists.

The corporate office is located at 301 North Lake Avenue, Suite 150, Pasadena, CA 91101.

The secondary office is located at 352 South Drive, Natchitoches, Louisiana.

TRANSCRIPTION SERVICES FEES

Transcription of Dictated and Recorded Audio Reports - (Dictated to the Dictation System, using one of the following options)

\$0.18 (Eighteen Cents) per 60-character line, 24-hour turnaround time;

\$0.24 (Twenty-Four Cents) per 60-character line, 3-hour priority turnaround time;

Verbatim Transcription of Witness Statements:

English language, 5-7 workday turnaround time, \$6.50 per page. Expedited next-day turnaround, \$13.00 per page. Spanish language, \$16 per page.

Contract Extension Option

This Agreement may be extended (renewed) as mutually agreed upon. Increases for additional years will be tied to Consumer Price Index (CPI) for L.A. CITY.

1. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR 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 CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

The parties acknowledge and agree that incorrect dictation entries, absent or incorrect demographic information, inaudible dictation, downtime Internet service and other interruptions will affect the turnaround time and accuracy of transcribed reports, and which are beyond the control of HCRT.

FORMAT

Reports will be transcribed in a format deemed acceptable to TPD, such as Microsoft Word or RTF.

DELIVERY

TPD will access its reports online for approval and retrieval utilizing the web-based platforms.

TECHNICAL SUPPORT

HCRT has full-time support personnel regularly available to rectify problems with transcription services.

OTHER CHARGES

HCRT reserves the right to negotiate with TPD for other services and charges not

included in this contract.

CONFIDENTIALITY

HCRT shall treat all information and resulting data obtained from **CITY** in the performance of this Agreement as confidential and proprietary to **CITY**. **HCRT** shall treat all documents, records and any work product prepared or maintained by **HCRT** in the performance of this Agreement as confidential. **HCRT** agrees that it will not use any documents, records and any work product received and/or obtained as a consequence of the performance of work for any purpose other than fulfillment of its scope of work.

HCRT will not disclose any information prepared for **CITY**, obtained from **CITY** or obtained as a consequence of the performance of work to any person other than **CITY** and its own employees, agents or subcontractors who have a legitimate need for the information for the performance of work under this Agreement. Unless a disclosure is specifically pre-authorized in writing by the **CITY**, **HCRT** shall advise **CITY** within twenty-four hours of any request for disclosure of information or of any actual or potential disclosure of information. **HCRT'S** obligations under this paragraph shall survive the termination of this Agreement until released in writing by **TPD**.

PAYMENT TERMS

HCRT shall submit itemized statements for work performed for **TPD**. Billing to the **TPD** will be made on the 1st and 16th of each month. Payment is due within thirty (30) calendar days of mailing of the billing invoice.

RETENTION OF RECORDS

HCRT will purge all text reports at the end of ninety (90) days from the date of the completion of the transcribed material.

Audio files dictated or uploaded on the web-based platform will be purged at the end of thirty (30) days from the completion of the transcribed material.

THE OBLIGATIONS OF TPD

TPD will provide to **HCRT** the following:

1. A sample of the formats currently utilized by **TPD** for each type of report to be transcribed. If **TPD** does not have an existing template, **HCRT** will design a template for **TPD** free of charge.
2. A roster of all law enforcement personnel, including identification numbers.
3. A roster of all known gangs with whom **TPD** may come in contact.

CONTACT PERSONNEL FOR YOUR ACCOUNT:

1. Mr. Lee Miller;
2. Ms. Ann Bonnette.

BILLING COORDINATORS FOR YOUR ACCOUNT

1. Mr. Lee Miller;
2. Ms. Pam Steele.

HCRT is and remains an independent HCRT. It is not now or ever will be an employee of the **City of Turlock** or **TPD**. It shall be responsible for its own payroll and payroll taxes, including but not limited to FICA, Federal and State taxes.

CONFLICT OF INTEREST

HCRT covenants 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 its services hereunder. The parties do not regard the work of **HCRT** for other law enforcement agencies as a conflict of interest, provided **HCRT** meets the requirements of this Agreement. **HCRT** further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

STATEMENT OF ECONOMIC INTEREST

If **CITY** determines **HCRT** comes within the definition of Consultant under the Political Reform Act under California Government Code §87100), **HCRT** shall complete and file, and shall require any other person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Clerk of the **CITY** of Turlock disclosing **HCRT** and/or such other person's financial interests.

In such case, **HCRT** shall not make or participate in making, or in any way attempt to use the Agreement between **HCRT** and **CITY** to influence a governmental decision in which **HCRT** knows, or has reason to know, **HCRT** has a financial interest other than the compensation promised by this Agreement. **HCRT** represents that **HCRT** has diligently conducted a search and inventory of its economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission. **HCRT** has determined that **HCRT** does not, to the best of its knowledge, have an economic interest that would conflict with its duties under this Agreement. **HCRT** will immediately advise the General Counsel of Authority if **HCRT** learns of an economic interest during the term of this Agreement.

EMPLOYMENT PRACTICES

HCRT shall not discriminate in its performance under the Agreement, directly or indirectly, on the grounds of race, color, religion, sex, age, national origin or other prohibited grounds in its employment practices. It shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or other prohibited grounds.

COMPLIANCE WITH LAW

A. **HCRT** shall study and comply with all applicable federal, state and local laws, rules and regulations affecting its work in this Agreement, and shall ensure as far as practicable that all subcontractors do the same. **HCRT** represents and warrants to **CITY** that **HCRT** has and will keep in effect during the term of this Agreement all licenses, including but not limited to the **CITY** of Turlock business license, permits, qualifications and approvals of whatsoever nature, which are legally required for it to engage in its business and to do the work under this Agreement.

B. **HCRT** agrees to abide by the applicable requirements of the Immigration and Control Reform Act pertaining to this Agreement to assure that all newly-hired employees of **HCRT** performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such a right to work is inspected, and that INS Form 1-9, as it may be amended from time to time, is completed and on file for each employee. **HCRT** shall make the required documentation available upon request to **CITY** for inspection.

ELECTRONIC COMMUNICATIONS

During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. **HCRT** and the **CITY** understand and acknowledge that the Internet is occasionally victimized by the creation and dissemination of intruders, so-called viruses or other destructive electronic programs. **HCRT** and the **CITY** view the issues raised by these intruders and viruses seriously and have invested in document and e-mail scanning software that identify and reject intruders and files containing known viruses.

HCRT agrees to update its system with the most-current releases of each software vendor at regular intervals. Because of intruder and virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the intruder and virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be intruder-free or virus-free. Occasionally, a virus will escape and go undetected as it is passed from system to system.

Although each party will use all reasonable efforts to assure that its communications are intruder-free and virus-free, neither party warrants that its documents will be free from such problems. Each party agrees to advise the other if it discovers an intruder or a virus in its respective system that may have been communicated to the other party.

**EXHIBIT B
ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

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

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

(3) 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) 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 November 1, 2016 and end October 31, 2017 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. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR 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 CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. **CONTRACT ADMINISTRATOR:** The CITY's contract administrator and contact person for this Agreement is:

Amanda Fortado
Department
244 N. Broadway
Turlock, CA 95380-4737
(209) 656-3147
afortado@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

HUNTINGTON COURT REPORTERS AND TRANSCRIPTION, INC.

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____

Title: _____

ATTEST:

Print name: _____

By: _____
Kellie E. Weaver, City Clerk

Date: _____

City Council Synopsis

October 25, 2016



5R



From: Nino Amirfar, Acting Chief of Police
Prepared by: Miguel Pacheco, Acting Police Captain
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock, the Stanislaus County District Attorney's Office, and the Department of Justice Bureau of Forensic Services outlining the procedures for proper handling of Rapid DNA Service (RADS) analysis for sexual assault cases, and authorizing the Mayor, City Manager, or designee to sign the agreement

2. DISCUSSION OF ISSUE:

The purpose of RADS is to provide rapid DNA casework services for the examination of sexual assault/abuse evidence and the rapid upload of searchable DNA profiles to the DNA database, so that every sexual assault/abuse case where biological evidence is collected can be examined.

The proposed MOU formalizes the best practice for collecting valuable evidence in sexual assault cases, ensuring uniformity across the county. By participating in this MOU it will allow the Turlock Police Department to provide a consistent level of service to our community while investigating sexual assault cases. This level of consistency would allow us to have the best chance of completing successful investigations while remaining within best practices as recognized by our regional law enforcement partners.

Although there is no expiration for this MOU, either party may terminate this MOU with thirty (30) days written notice with or without cause.

3. BASIS FOR RECOMMENDATION:

A. By entering into this proposed MOU, the Turlock Police Department will be able to work with our law enforcement partners in a manner that fits best practices regarding evidence collection and processing relative to sexual assault investigations.

John A. ...
Pam A. Eld

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:

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 due to the fact that working with our law enforcement partners on the best practices regarding evidence collections and processing is key to successful investigations.

Memorandum of Understanding

Between the

District Attorney and Law Enforcement Agencies of Stanislaus County

&

California Department of Justice

Bureau of Forensic Services

RAPID DNA SERVICE

("RADS")

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered between Law Enforcement Agencies and the Office of the District Attorney having jurisdiction in the County of Stanislaus, hereinafter referred to collectively as "COUNTY," and the California Department of Justice, a public entity, hereinafter referred to as "DOJ."

RECITALS

WHEREAS, the COUNTY and the DOJ Bureau of Forensic Services ("DOJ Laboratory") will enter into an agreement whereby, the DOJ Laboratory performs RADS DNA analysis on sexual assault evidence collected by the COUNTY. The COUNTY will use the CODIS Hit Outcome (CHOP) and Sexual Assault Forensic Evidence Tracking (SAFE-T) applications provided by the DOJ Laboratory to record the number of victim sexual assault kits collected and to track the adjudication results for each case.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. Agreement Period

The period of this MOU is from the date of the latest signature until termination by either party.

2. Purpose and Scope of the Program under this MOU

The purpose of RADS is to provide rapid DNA casework services for the examination of sexual assault/abuse evidence and the rapid upload of searchable DNA profiles to the DNA database, so that every sexual assault/abuse case where biological evidence is collected can be examined.

The scope of RADS is limited to three probative evidence swabs along with a victim reference swab, packaged into a "RADS kit" and sent directly, from the hospital, to the DOJ Laboratory for rapid processing. When necessary, the DOJ Laboratory will also perform any follow-up DNA analysis for investigative or court needs, upon discussion and agreement between the DNA Laboratory and the investigative agency.

The DOJ gathers data on the number of sexual assault kits collected and analyzed, suspects arrested, and outcomes of the investigation. The required data will be entered by all parties into the web-based CHOP and SAFE-T applications, and reported to the Legislature.

3. Definitions

- Probative evidence swabs are the swabs that are considered the "best evidence" for locating perpetrator DNA based on the victim's (patient's) medical history.
- Reference swab is generally a buccal swab from the victim that is believed to contain DNA only from the victim.

4. Responsibilities

The DOJ Laboratory will:

- Provide training to the sexual assault examiners in the recognition, collection, RADS kit packaging, and shipment of biological/DNA evidence.
- Provide the RADS kit collection and packaging material.
- Pay for the shipping expenses.
- Maintain evidence chain of custody.
- Choose the appropriate DNA analysis method based on its current technical procedures.

- Within 20 business days from the start of batch analysis:
 - Analyze the swab evidence and reference sample from the victim.
 - Upload any probative DNA profiles obtained from the evidence into the CAL-DNA database.
 - Issue the case report.
- Regularly monitor and evaluate the progress of the program.
- Keep track of the cases and their outcome regarding when and if hits are obtained, for future reporting as needed.
- As a quality control measure, routinely provide the sexual assault examiners with a report outlining the cases that were submitted, whether a searchable profile was obtained, and whether there was a CODIS hit.

The Law Enforcement Agency will:

- Provide a case number to the sexual assault examiners for all RADS cases.
- Take all reasonable steps to follow up on leads resulting from a CODIS hit.
- Present the case, in a timely manner, to the District Attorney for filing consideration, if applicable.
- Obtain reference samples from suspects for comparison, if applicable.
- Obtain reference samples from consensual partners for elimination purposes, if applicable.
- Enter case information into the CODIS Hit Outcome Project (CHOP) and Sexual Assault Forensic Evidence Tracking (SAFE-T) applications.

The District Attorney will:

- Review the case in a timely manner and file charges, if appropriate.
- Use the CODIS Hit Outcome Project (CHOP) and Sexual Assault Forensic Evidence Tracking (SAFE-T) websites to obtain Hit Notifications and provide case information.
- Enter case information into the CODIS Hit Outcome Project (CHOP) and Sexual Assault Forensic Evidence Tracking (SAFE-T) applications.

5. Disposition of RADS Evidence

The RADS kit will be submitted to the investigating agency once the RADS analysis is complete.

6. Non-Compliance

In the case of non-compliance with the terms of this MOU, the DOJ Laboratory services will be stopped until the non-compliance has been resolved.

7. Termination

Either party may terminate this MOU with 30 days written notice with or without cause.

8. Terms of Agreement

This agreement is effective upon signature of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective the date of the latest signature hereinafter.

COUNTY OF STANISLAUS

By: Birgit Fladager, District Attorney, Stanislaus
County

Date

By: Adam Christianson, Sheriff, Stanislaus
County

Date

By: Brent Smith, Chief, Ceres Police
Department

Date

By: Galen L. Carroll, Chief, Modesto Police
Department

Date

By: Randy Richardson, Chief, Newman Police
Department

Date

By: Mike Harden, Interim Chief, Oakdale Police
Department

Date

By: Capt. Nino Amirfar, Acting Chief, Turlock
Police Department

Date

By: Larry Seymour, Chief, Hughson Police
Services

Date

By: Jeff Dirkse, Chief, Patterson Police Services

Date

By: Erin Kiely, Chief, Riverbank Police Services

Date

By: Mike Radford, Chief, Waterford Police Services

Date

By: Andy A. Roy, Chief, California State University Police

Date

STATE OF CALIFORNIA
DEPARTMENT OF JUSTICE

By: Larry J. Wallace, Director
Division of Law Enforcement
Office of the Attorney General

Date

By: Elissa Mayo, Acting Bureau Chief
Bureau of Forensic Services

Date

By: Eva Steinberger, Assistant Bureau Chief of
DNA Programs
Bureau of Forensic Services

Date

By: Chris Schneider, Laboratory Director
Central Valley Laboratory
Bureau of Forensic Services

Date

City Council Synopsis

October 25, 2016



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From: Nino C. Amirfar, Acting Police Chief
Prepared by: Joey Mercado, Police Lieutenant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and the commitments necessary to administer Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$30,006, and appropriating said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 341 "JAG" for Fiscal Year 2016-17

2. DISCUSSION OF ISSUE:

The JAG program is the combination of the former Byrne Formula and Local Law Enforcement Block Grant programs. The City's 2016 (based on the Federal fiscal year) JAG allocation is \$30,006.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. The funding is based on the Part One Crime Index. JAG funds can be used to pay for equipment used by front-line law enforcement. No local match is required in connection with the expenditure of these funds.

Turlock Police intends to allocate the 2016 JAG funds to purchase equipment for front-line law enforcement use. This could take the form of weapons, ballistic vests, radios, or other equipment used by police officers and/or community service officers in need of replacement or will add new capabilities. The amount requested would be combined with allocated funds to accomplish this goal.

3. BASIS FOR RECOMMENDATION:

A. The United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

OK for Agenda

Jim

- B. The amount requested (via this grant) would be utilized to purchase new or replacement equipment for front-line law enforcement use, in the form of weapons, ballistic vests, radios, tactical equipment and/or other equipment used by officers and/or CSOs which will enhance and/or add new capabilities.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

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

Action Items:

- 4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City received notification on August 22, 2016, from the United States Department of Justice, Office of Justice Programs that the 2016 JAG funds have been awarded in the amount of \$30,006.

At the time the 2016-17 budget was prepared, staff did not know if the funds would be awarded, so they were not included in that budget process. Therefore, staff is now requesting appropriation of the grant funds to the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" under the JAG program.

Finance staff has reviewed this report.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the request to allocate the JAG funds as requested, requiring staff to determine other uses for these funds within the specific program guidelines.

B. Council could decline to accept the JAG Grant funds.



U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 22, 2016

Mr. Gary Hampton
City of Turlock
156 S. Broadway, Ste. 110
Turlock, CA 95380

Dear Mr. Hampton:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$30,066 for City of Turlock.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 22, 2016

Mr. Gary Hampton
City of Turlock
156 S. Broadway, Ste. 110
Turlock, CA 95380

Dear Mr. Hampton:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(e), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

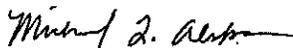
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 13

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Turlock 156 S. Broadway, Ste. 110 Turlock, CA 95380		4. AWARD NUMBER: 2016-DJ-BX-0521	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 946000588		6. AWARD DATE 08/22/2016	7. ACTION Initial
2b. GRANTEE DUNS NO. 078792496		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Operations - Equipment Purchase		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 30,066	
		11. TOTAL AWARD \$ 30,066	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Gary Hampton City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 30066		21. RDJUGT0359	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2016-DJ-BX-0521

AWARD DATE 08/22/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET**
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PAGE 3 OF 13

PROJECT NUMBER 2016-DJ-BX-0521

AWARD DATE 08/22/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

PAGE 4 OF 13

PROJECT NUMBER 2016-DJ-BX-0521

AWARD DATE 08/22/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET**
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PROJECT NUMBER 2016-DJ-BX-0521

AWARD DATE 08/22/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



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38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



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52. The recipient may not expend or draw-down funds until the required body armor certification related to mandatory wear has been submitted and approved by the Bureau of Justice Assistance (BJA) and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
53. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Turlock

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0521

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This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Joey Mercado
Lieutenant
244 N. Broadway
Turlock, CA 95380-5454
(209) 664-7358 ext.6658

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Operations - Equipment Purchase

5. NAME & ADDRESS OF GRANTEE

City of Turlock
156 S. Broadway, Ste. 110
Turlock, CA 95380

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 30,066

10. DATE OF AWARD

08/22/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

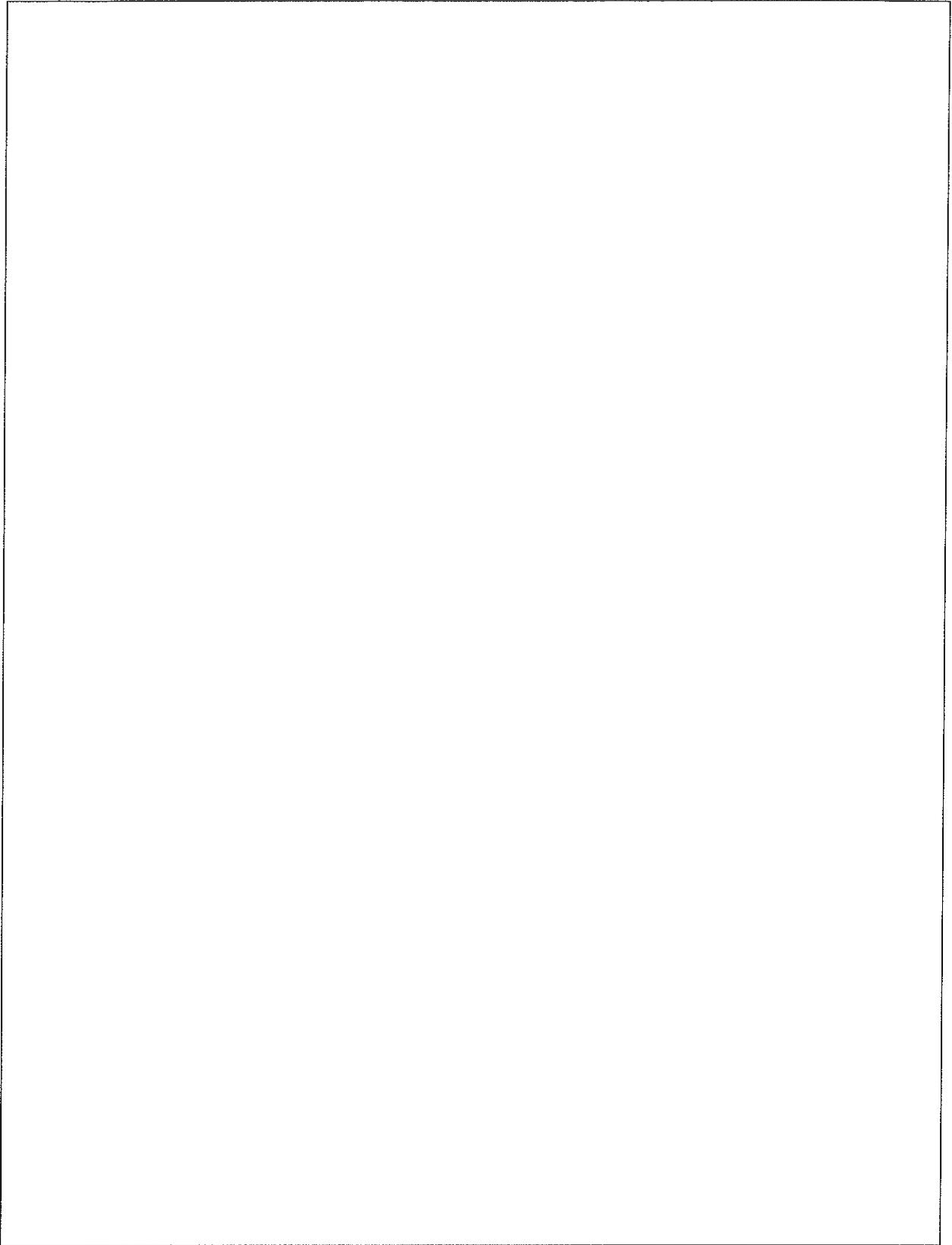
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the FY 2016 JAG funds to purchase equipment in support of first-line law enforcement activities. The project goals are to increase officer safety and reduce crime. NCA/NCP



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN }
ALLOCATION OF FUNDS, AUTHORIZING }
THE EXECUTION OF A GRANT }
AGREEMENT AND THE COMMITMENTS }
NECESSARY TO ADMINISTER FEDERAL }
FISCAL YEAR 2016 EDWARD BYRNE }
MEMORIAL JUSTICE ASSISTANCE }
GRANT (JAG) FUNDS FROM THE }
UNITED STATES DEPARTMENT OF }
JUSTICE, OFFICE OF CRIMINAL JUSTICE }
PROGRAMS, IN THE AMOUNT OF \$30,006, }
AND APPROPRIATING SAID FUNDS IN }
THE APPROPRIATE REVENUE AND }
EXPENDITURE ACCOUNTS IN FUND 266 }
"POLICE GRANTS" PROGRAM 341 "JAG" }
FOR FISCAL YEAR 2016-17 }

RESOLUTION NO. 2016-

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs is a Federal grant program, combining and replacing the Byrne Formula and Local Law Enforcement Block Grant programs with a single funding mechanism intended to simplify the administration process for the grantees; and

WHEREAS, the procedure for allocating JAG funds is a formula based on population and crime statistics, based on the Part One Crime Index, in combination with a minimum allocation; and

WHEREAS, Turlock Police Department has been awarded these grant funds to pay for equipment, technology, and other materials directly related to the basic, front-line law enforcement functions; and

WHEREAS, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the City of Turlock City Council; and

WHEREAS, the Turlock Police Department intends to allocate Fiscal Year 2016 JAG funds to purchase equipment for front-line law enforcement use in the form of weapons, ballistic vests, radios, tactical and/or other equipment used by Officers and/or CSOs which are in need of replacement or which will add new capabilities; and

WHEREAS, the Mayor, City Manager, and/or their designee will be authorized to execute all grant documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds, authorize the execution of a grant agreement and the commitments necessary to administer Federal FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$30,006, and appropriate said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 341 "JAG" for Fiscal Year 2016-17.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor, or the City Manager, or their designee to sign all documents on behalf of the City of Turlock required to accept these funds and/or to administer the grant program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October 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

October 25, 2016



5T



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: Approving Amendment No. 2 to an Agreement between the City of Turlock and Randik Paper Company for the purchase of janitorial paper and cleaning supplies, increasing the compensation to an annual amount of \$21,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On January 14, 2014, City Council approved an agreement with Randik Paper Company for the purchase of janitorial paper and cleaning supplies, and in case quantities on an "as needed" basis for all City owned/leased buildings. The agreement stipulated the contract shall not exceed fourteen thousand and no/100ths dollars (\$14,000) and that the contract could be extended for additional years.

The City recently implemented a computer software program to track the compensation of each individual contract. After entering the contract for Randik Paper Company into the computer software program, it was identified the contract only contains a remaining compensation amount of one thousand one hundred six and 71/100ths dollars (\$1,106.71). In order to continue to purchase janitorial paper and cleaning supplies for the City, staff is requesting to increase the compensation to twenty one thousand and no/100ths dollars (\$21,000) annually to fund the duration of the contract through January 31, 2017.

3. BASIS FOR RECOMMENDATION:

A. Janitorial paper and cleaning supplies are needed in order to maintain all City owned/leased buildings.

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.

OK for Agenda
Pam A. R. H.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$21,000

The adopted budget for Fiscal Year 2016-17 contains adequate appropriation to cover the fiscal impacts associated with the purchase of janitorial paper and cleaning supplies in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the amendment to the agreement is needed to increase the annual contract amount.



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
RANDIK PAPER COMPANY
for
JANITORIAL PAPER AND CLEANING SUPPLIES
CONTRACT NO. 13-106**

THIS AMENDMENT, dated October 25, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **RANDIK PAPER COMPANY**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated January 14, 2014, whereby SUPPLIER will provide janitorial paper and cleaning supplies, and in case quantities on an "As Needed" basis for all City owned/leased buildings (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

2. Paragraph 4 of the Agreement is amended in part to read as follows:

"4. **COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with Exhibit A and B as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit I and for performance by SUPPLIER of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty One Thousand and No/100^{ths} Dollars (\$21,000.00) annually. Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement and this Amendment No. 2. SUPPLIER agrees that compensation shall be paid in the manner and at the time set forth below"

2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

RANDIK PAPER COMPANY

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

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



Council Synopsis

October 25, 2016

50

From: Michael I. Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the grant contract with the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of \$40,000 to partially fund two (2) Ford Fusion hybrid vehicles, with the grant funding \$20,000 of the \$33,877 cost per vehicle

2. DISCUSSION OF ISSUE:

On April 12, 2016, the City Council approved the submittal of a grant application to the SJVAPCD Public Benefit Grants Program to provide partial funding for the purchase of two (2) Ford Fusion hybrid vehicles. The hybrid vehicle purchase would be under the State of California Contract #1-16-23-10A through Downtown Ford of Sacramento.

On October 12, 2016, the City of Turlock was informed the grant funds were approved and a contract between the City of Turlock and SJVAPCD was received. The contract has a signature due date of October 26, 2016. Once the City of Turlock signs the contract, SJVAPCD will sign and send the completed contract back to the City of Turlock; the vehicles can then be ordered.

The hybrid vehicles are intended to replace current vehicles, already identified as in need of replacement, and not intended to increase the total number of cars utilized by the Department. The vehicles to be replaced are a 2001 Mercury Grand Marquis LS with 116,600 miles and a 2001 Mercury Grand Marquis LS with 70,089 miles. Since 2006, the Municipal Services Department has incurred repair costs on these vehicles of \$8,000 and \$13,000, respectively.

Upon execution of the grant contract by both parties and award of grant funding in the amount of \$40,000, staff will return to Council to request an appropriation be made to the appropriate revenue and expenditure accounts in Fund 506 "Vehicle/Equipment Replacement – WQC", as well as request authorization to purchase the hybrid vehicles under the State of California Contract #1-16-23-10A through Downtown Ford of Sacramento without compliance to the formal bid procedure pursuant to the Turlock Municipal Code Section 2-7-08(b)(5).

OK for Agenda

3. BASIS FOR RECOMMENDATION:

- A. Staff is recommending authorization of the grant contract based on the identified benefits to the City, Department and community.
- B. Replace existing vehicles at a net cost to City of Turlock at \$13,877 per vehicle.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

- 6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

- 3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The grant funds \$20,000 per vehicle and the City would realize a \$40,000 savings to the Municipal Services Department's Vehicle Replacement fund. Based on a total cost of \$33,877 per vehicle, the cost to the City for the Ford Fusion vehicles after grant funding will be \$13,877 per vehicle.

There are currently sufficient funds budgeted in account number 506-00-000-222.51020 "Equipment/Vehicle Replacement – WQC" to fund this purchase.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The utilization of the two hybrid vehicles will enhance services for the Department while reducing emissions and providing cleaner power.

7. ALTERNATIVES:

- A. Council could decline authorization of the grant contract. This alternative is not recommended as the grant would save the City of Turlock approximately \$40,000 in vehicle replacement costs.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
GRANT CONTRACT WITH THE SAN }
JOAQUIN VALLEY AIR POLLUTION }
CONTROL DISTRICT (SJVAPCD) IN THE }
AMOUNT OF \$40,000 TO PARTIALLY }
FUND TWO (2) FORD FUSION HYBRID }
VEHICLES, WITH THE GRANT FUNDING }
\$20,000 OF THE \$33,877 COST PER }
VEHICLE }
_____}

RESOLUTION NO. 2016-

WHEREAS, the City Council approved the submittal of a grant application for the SJVAPCD Public Benefit Grants Program on April 12, 2016; and

WHEREAS, the grant would provide partial funding for the purchase of two (2) Ford Fusion hybrid vehicles for the Municipal Services Department; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grants Program awarded a grant of \$20,000 per vehicle to the City of Turlock for the acquisition of two (2) hybrid vehicles; and

WHEREAS, upon execution of the grant contract by both parties and award of grant funding in the amount of \$40,000, staff will return to Council to request an appropriation be made to the appropriate revenue and expenditure accounts in Fund 506 "Vehicle/Equipment Replacement – WQC", as well as request authorization to purchase the hybrid vehicles under the State of California Contract #1-16-23-10A through Downtown Ford of Sacramento, without compliance to the formal bid procedure pursuant to the Turlock Municipal Code Section 2-7-08(b)(5); and

WHEREAS, staff recommends the approval of the grant contract with SJVAPCD for vehicle acquisitions.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the grant contract with the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of \$40,000 to partially fund two (2) Ford Fusion hybrid vehicles, with the grant funding \$20,000 of the \$33,877 cost per vehicle.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 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



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT



October 12, 2016

Michael Cooke
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

RE: **Project Status: Agreement**
Public Benefit Program Alt-Fuel Component - Project Number: **C-46251-A**

Dear Michael Cooke:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **October 26, 2016**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email weberip@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-46251-A**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Enclosures (2)

Application Received: 06/02/2016 3:30:00 PM

Seyed Sadredin

Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Galtysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

www.valleyair.org www.healthyairliving.com

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alt-Fuel Component
Project Number: **C-46251-A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board Peaker Offset Program, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost, including tax credits or deductions, grants, or other public financial assistance for the same engine.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Gary Soiseth

Contract Signing Authority

Contract Signing Authority Signature _____ Date _____

(**Date required on this document, do not date the contract.)

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2016, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and City of Turlock (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform
2 the activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered
10 said vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits,
11 fees, and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are
14 not required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions
20 of this Agreement and the exhibit incorporated herein, such conflict shall be resolved
21 by giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in paragraph 3, **no later than 9**
27 **months from execution date of this agreement.** If the Participant cannot meet the
28 project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to
2 meet all performance requirements under the Agreement. Such request is subject to
3 review and approval by the District. Participant agrees to amend the Agreement as
4 necessary, if requested by the District, to ensure the project is completed within the
5 timetable approved by the District.

6 **A. Agreement Period:** The Participant shall own and operate the
7 new alternative fuel vehicle(s) purchased under this Agreement according to the terms
8 of this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Forty Thousand And 00/100 dollars (\$40,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A.

14 Participant shall obtain through other sources sufficient additional
15 monies to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event
16 funding from other sources for the total cost of the vehicle(s) as outlined in Exhibit A is
17 not received by Participant, District reserves the right to terminate or re-negotiate this
18 Agreement.

19 **A. Payments:** Advance payments shall not be permitted. The
20 District shall issue payment to Participant upon receipt of a properly supported and
21 verified claim for payment as specified in the Public Benefit Grants Program, New
22 Alternative Fuel Vehicle Purchase Component payment procedures document.
23 Payment is for reimbursement to the Participant for the purchase of the specified new
24 alternative fuel vehicle(s) and funding shall only be allowed toward the purchase of the
25 specific vehicle(s) described in Exhibit A. The District reserves the right to reduce the
26 funding paid to the Participant if it is determined that the actual invoiced costs paid by
27 the Participant for the purchase of the new vehicle(s) is/are less than the costs
28 specified on the application. The District also reserves the right to reduce the funding

1 if the Participant receives or will receive co-funding from a third party that, in addition
2 to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel
3 vehicle(s) purchased under this Agreement. Participant is required to disclose all such
4 information to the District prior to the execution date of this Agreement. The
5 Participant will not be reimbursed by the District for the purchase of the new
6 alternative fuel vehicle(s) if the Participant has purchased, taken possession, or
7 ordered the said new vehicle(s) prior to the execution date of this Agreement.

8 Concurrently with the submission of any claim for payment, Participant
9 shall certify (through copies of invoices issued, checks, receipts, and the like) that
10 complete payment has been made or invoiced. Participant understands that any
11 payment received from the District to fund the vehicle(s) in this Agreement may be
12 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
13 liability on the funds provided by the District shall be the sole responsibility of the
14 Participant.

15 **B. Surplus Funds:** Any compensation, which is not expended by
16 Participant pursuant to the terms and conditions of this Agreement by the project
17 completion date, shall automatically revert to District. Only expenditures incurred by
18 Participant in the direct performance of this Agreement will be reimbursed by District.

19 **4. NON-ALLOCATION OF FUNDS**

20 The terms of this Agreement are contingent on the approval and receipt
21 of funds by the appropriating government agency. Should sufficient funds not be
22 allocated, the services provided may be modified or this Agreement terminated at any
23 time by giving Participant thirty (30) days' prior written notice.

24 **5. ANNUAL REPORTING**

25 Participant shall submit annual reports on the vehicle(s) that include the
26 following information:

- 27 1. Participant contact information;
- 28 2. Proof of current California registration for the new alternative

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fuel vehicle(s);

- 3. Proof of insurance as required by paragraph 11.
- 4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
- 5. Summary of maintenance performed;
- 6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

- 1. An illegal or improper use of funds;
- 2. A failure to comply with any term of this Agreement;
- 3. A substantially incorrect or incomplete annual report submitted to the District;

1 In no event shall any payment by District constitute a waiver by District
2 of any breach of this Agreement or any default, which may then exist on the part of
3 Participant. Neither shall such payment impair or prejudice any remedy available to
4 the District with respect to the breach or default. District shall have the right to
5 demand of Participant the repayment to the District of any funds disbursed to
6 Participant under this Agreement which in the judgment of District were not expended
7 in accordance with the terms of this Agreement. Participant shall promptly refund any
8 such funds upon demand.

9 In addition to immediate suspension or termination, District may impose
10 any other remedies available at law, in equity, or otherwise specified in this
11 Agreement. The District may prohibit Participant from participating in all other District
12 and State grant programs in the future.

13 **B. Without Cause:** Either party may terminate this Agreement at
14 any time upon giving the other party at least thirty (30) days' advance written notice of
15 intention to terminate. The District shall have the right to demand prompt repayment
16 of a portion or all monies expended under this Agreement as provided in paragraph 3
17 if the Participant does not meet all obligations under this Agreement upon such
18 termination.

19 **7. MODIFICATION**

20 Any matters of this Agreement may be modified from time to time by the
21 written consent of all the parties without in any way affecting the remainder.

22 **8. INDEPENDENT CONTRACTOR**

23 In performance of the work, duties, and obligations assumed by
24 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
25 mutually understood and agreed that Contractor, including any and all of Contractor's
26 officers, agents, and employees, will at all times be acting and performing as an
27 independent contractor and shall act in an independent capacity and not as an officer,
28 agent, servant, employee, joint venture, partner, or associate of District or ARB.

1 Furthermore, District shall have no right to control or supervise or direct the manner or
2 method by which Contractor shall perform its work and function. However, District
3 shall retain the right to administer this Agreement so as to verify that Contractor is
4 performing its obligations in accordance to the terms and conditions thereof.
5 Contractor and District shall comply with all applicable provisions of law and the rules
6 and regulations, if any, of governmental authorities having jurisdiction over matters the
7 subject thereof.

8 Because of its status as an independent contractor, Contractor shall
9 have absolutely no right to employment rights and benefits available to District
10 employees. Contractor shall be solely liable and responsible for providing to, or on
11 behalf of, itself all legally required employee benefits. In addition, Contractor shall be
12 solely responsible and save District harmless from all matters relating to payment of
13 Contractor's employees, including compliance with social security, withholding, and all
14 other regulations governing such matters. It is acknowledged that during the term of
15 this Agreement, Contractor may be providing services to others unrelated to District or
16 to this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any
19 rights or obligations to a third party within or outside of the District's boundaries
20 without the express prior consent of the District for the duration of the Agreement
21 Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of
22 the vehicle(s) or any portion thereof for any reason, or is required to replace the
23 vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the
24 Participant must request and receive written consent from the District prior to selling or
25 transferring ownership of the vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate
2 the transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the
7 conditions of this Agreement unless the new owner has assumed responsibility
8 through an executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including
13 reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and
14 losses (whether in contract, tort, or strict liability, including, but not limited to, personal
15 injury, death, and property damage) which arise or are alleged to arise directly or
16 indirectly from any act or omission of Participant, its officers, agents, sub participants,
17 or employees in their performance of this Agreement, or out of the operations of the
18 Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified
24 in any such manner than would void the warranty of the vehicle(s). Insurance
25 coverage must be sufficient to repay the District's investment in case major damage to
26 the new alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the
27 current insurance for each vehicle purchased under this Agreement is required to be
28 submitted annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement
12 shall include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR),
14 etcetera. As the replacement of a vehicle may require an amendment to the existing
15 Agreement, the Participant must receive prior authorization from the District in
16 advance of any purchases, and must provide any and all replacement vehicle
17 information to the District.

18 In the event the Participant does not repair or replace vehicle(s) that
19 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
20 District may undertake actions pursuant to this Agreement, including recouping a
21 portion or all incentive funds provided for the vehicle(s) in question.

22 **12. RECORD KEEPING**

23 Participant shall maintain records sufficient to provide, on an annual
24 basis, information regarding annual mileage, fuel usage, invoices, general
25 maintenance details, correspondence associated with the application, award,
26 agreement, monitoring, enforcement, and reporting requirements and any other
27 available information that may be deemed pertinent to the evaluation of the program
28 for at least two (2) years after the equipment project term or three (3) years after final

1 payment, whichever is later. Records shall be readily available and accessible to the
2 District, or District designated representative, upon request for the purposes of
3 ongoing evaluations or auditing.

4 **13. NOTICES**

5 The persons and their addresses having authority to give and receive
6 notices under this Agreement are as follows:

7 PARTICIPANT	DISTRICT
8 Gary Soiseth	Seyed Sadredin
9 City of Turlock Mayor	Executive Director/APCO
10 City of Turlock	San Joaquin Valley Unified APCD
156 S. Broadway, Suite 110	1990 East Gettysburg Ave.
Turlock, CA 95380	Fresno, CA 93726

11 Any and all notices between District and Participant provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly
13 served when personally delivered to one of the parties, or in lieu of such personal
14 service, when deposited in the United States mail, postage prepared, addressed to
15 such party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)
18 of the District, the District reserves the right to perform audits of vehicle(s) and
19 documentation and enforce the terms of this Agreement at any time during the
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to
22 the Participant pursuant to this Agreement were not spent in conformance with this
23 Agreement or any other applicable provisions of law, the Participant agrees to
24 immediately reimburse District all funds determined to have been expended not in
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this
28 Agreement shall be used for any political activity, or to further the election or defeat of

1 any candidate for public office contrary to federal or state laws, statutes, regulations,
2 rules, or guidelines.

3 **16. LOBBYING PROHIBITED**

4 None of the funds provided under this Agreement shall be used for
5 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
6 before the Congress of the United States of America or the Legislature of the State of
7 California.

8 **17. CONFLICT OF INTEREST**

9 No officer, employee, or agent of District who exercises any function or
10 responsibility for planning and carrying out the services provided under this
11 Agreement shall have any direct or indirect personal financial interest in this
12 Agreement. Participant shall comply with all federal and state conflict of interest laws,
13 statutes, and regulations, which shall be applicable to all parties and beneficiaries
14 under this Agreement and any officer, agent, or employee of District.

15 **18. GOVERNING LAW**

16 This Agreement shall be governed in all respects by the laws of the
17 State of California. Venue for any action arising out of this Agreement shall only be in
18 Fresno County, California.

19 **19. COMPLIANCE WITH LAWS**

20 The Participant shall comply will all federal and state laws, statutes,
21 regulations, rules, and guidelines which apply to its performance under this
22 Agreement, including California driving eligibility and financial liability laws.

23 **20. BINDING ON SUCCESSORS**

24 This Agreement, including all covenants and conditions contained
25 herein, shall be binding upon and inure to the benefit of the parties, including their
26 respective successors-in-interest, assigns, and legal representatives.

27 **21. TIME IS OF THE ESSENCE**

28 It is understood that for Participant's performance under this Agreement,

1 time is of the essence. The parties reasonably anticipate that Participant will, to the
2 reasonable satisfaction of District, complete all activities provided herein within the
3 time schedule outlined in this Agreement, provided that Participant is not caused
4 unreasonable delay in such performance.

5 **22. DATA OWNERSHIP**

6 Upon termination or expiration of this Agreement, all data which is
7 received, collected, produced, or developed by Participant under this Agreement shall
8 become the exclusive property of District, provided, however, Participant shall be
9 allowed to retain a copy of any non-confidential data received, collected, produced, or
10 developed by Participant under this Agreement subject to District's exclusive
11 ownership rights stated herein. Accordingly, Participant shall, if requested, surrender
12 to District all such data which is in its possession (including its sub participants or
13 agents), without any reservation of right or title, not otherwise enumerated herein.

14 District shall have the right at reasonable times during the term of this
15 Agreement to inspect and reproduce any data received, collected, produced, or
16 developed by Participant under this Agreement. No reports, professional papers,
17 information, inventions, improvements, discoveries, or data obtained, prepared,
18 assembled, or developed by Participant, pursuant to this Agreement, shall be released
19 or made available (except to District) without prior, express written approval of District
20 while this Agreement is in force, and except as otherwise required under the California
21 Public Records Act.

22 **23. NO THIRD-PARTY BENEFICIARIES**

23 Notwithstanding anything else stated to the contrary herein, it is
24 understood that Participant's services and activities under this Agreement are being
25 rendered only for the benefit of District, and no other person, firm, corporation, or
26 entity shall be deemed an intended third-party beneficiary of this Agreement.

27 **24. SEVERABILITY**

28 In the event that any one or more of the provisions contained in this

1 Agreement shall for any reason be held to be unenforceable in any respect by a court
2 of competent jurisdiction, such holding shall not affect any other provisions of this
3 Agreement, and the Agreement shall then be construed as if such unenforceable
4 provisions are not a part hereof.

5 **25. ENTIRE AGREEMENT**

6 This Agreement constitutes the entire agreement between Participant
7 and District with respect to the subject matter hereof and supersedes all previous
8 negotiations, proposals, commitments, writings, advertisements, publications, and
9 understandings of any nature whatsoever unless expressly included in this
10 Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

City of Turlock

San Joaquin Valley Air Pollution Control District

Gary Soiseth
City of Turlock Mayor

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City Council Synopsis
October 25, 2016



8A



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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting a report on the implementation of the City's Collision Reduction Strategy

2. DISCUSSION OF ISSUE:

On March 1, 2016, the City Council adopted a multi-pronged Collision Reduction Strategy in response to reports from City staff regarding motor vehicle collisions within City limits. While the adopted strategy involved traffic safety as a whole, there was a specific focus on reducing collisions that involved non-motorized users such as pedestrians and bicyclists. In order to increase effectiveness, the strategy included a list of infrastructure and non-infrastructure action items with corresponding deadlines from the "5 E's" of traffic safety: engineering, education, encouragement, enforcement and evaluation.

Over the subsequent months, City staff completed each of the listed action items, some of which included a continuation of existing practices that support traffic safety. A summary of those items, completed between March and September of 2016, are as follows:

ENGINEERING

- a) Review and maintain facility design standards that incorporate pedestrian and bicycle safety elements;
- b) Ensure major capital improvement projects that affect transportation facilities are designed in a manner that maintains or enhances the safety and accessibility of those facilities for all roadway users. For example:
 - a. In regards to road rehabilitation projects and traffic signal projects currently in design, the location, width, and design of Class II bicycle lanes has increased as a result of guidance contained with the adopted Active Transportation Plan; and

OK for Agenda
pm A.R.V.

- b. Traffic signal timing now includes calculations for bicycle users, ensuring that bicyclists have adequate time to initiate and complete a crossing movement based on their unique needs; and
 - c. The default style for marked crosswalks is now high-visibility "continental" style bars, as opposed to the traditional transverse lines, which draws greater attention to the pedestrian crossing area.
- c) Use minor capital projects as a tool to complete small, value-added improvements as resources allow. For example, we currently have a list of new, multi-way stop locations, as well as existing marked crosswalks that have been identified for repair. Currently, City staff does not have the necessary thermoplastic equipment to provide long-lasting striping improvements, so a minor project is under development that would allow a striping contractor to complete this minor project;
 - d) Sought grant funding for needed improvements that affect traffic safety. Over the past six (6) months City staff has submitted one (1) application under the Active Transportation Program (ATP) for sidewalk improvements around the Wakefield Elementary School and Cunningham Elementary School areas, as well as three (3) grants under the Congestion Mitigation and Air Quality (CMAQ) Program for traffic signals at West Main Street and South Tegner Road, East Monte Vista Avenue at Fosberg Road, and West Tuolumne Road at South Tully Road;
 - e) Held four (4) public meetings at various locations throughout the community to solicit ideas from the community on projects of value for consideration as part of the ATP grant application process;
 - f) Reviewed signalized intersections with a demonstrated history of right-angle collisions. As a result of this review, the intersections of Christoffersen Parkway and North Walnut Road, as well as West Monte Vista Avenue and North Walnut Road, were modified from permissive left-turns in all directions to protected-only left turns in all directions. In addition, the intersection of West Monte Vista Avenue and Crowell Road was modified in a similar manner for eastbound and westbound directions only, as the northbound and southbound movements are already "split phased" to allow only one (1) direction to travel at a time;
 - g) Pursued and obligated federal funding for a signal synchronization project that will allow the City to hire a traffic engineering consultant to develop coordinated signal timing plans for the following three (3) corridors:
 - a. South Golden State Boulevard between East Avenue and Olive Avenue; and
 - b. Geer Road between Hawkeye Avenue and Monte Vista Avenue; and
 - c. West Monte Vista Avenue between North Golden State Boulevard and North Tegner Road, to include the intersections of State Route 99 (Highway 99);

EDUCATION

- a) Developed a traffic safety flyer that was provided to the Turlock Unified School District for dissemination to all of the students in the City. This flyer focused on practical steps students could take to be safe when traveling by foot or bicycle (Exhibit A);
- b) Developed a letter identifying the top, negative driving trends as reflected in the collision statistics, which was mailed to each of the local driving instructors (Exhibit B). The purpose of this letter was to encourage the instructors to address those issues with their driving students, hopefully instilling safe driving behaviors before bad habits develop;
- c) Traffic safety officers providing warnings, when appropriate, during traffic enforcement campaigns to help educate community members on applicable laws. The intent with this approach is to turn a negative situation into a positive one, as perceived by the offender;
- d) Engaged in a public outreach campaign that included a flyer that was shared online and attached as a utility billing insert, as well as a press release (Exhibit C) that was shared with several local news outlets and even picked up as a story in both the Turlock Journal and Modesto Bee.

ENCOURAGEMENT

- a) Conducted a Traffic Safety Workshop, publicized through social media, a press release and utility billing insert (Exhibit D), which provided a two-part communication opportunity. First, it provided local agency personnel the opportunity to share with the community the steps they are regularly taking to improve traffic safety. Secondly, it provided the community an opportunity to address all of the panel members and receive answers to their questions. The meeting was attended by a total of twenty one (21) people, including the six (6) panel members. The panel members were Mike Pitcock and Wayne York (City Engineering), Sgt. Scott Ellis (City Police), Chief Andy Roy and Lt. Matt Dillon (CSUS Police), and Roger Smith (TUSD). The public asked questions related to traffic calming, signal maintenance, and line-of-sight obstructions. The majority of attendees indicated that the utility billing insert was how they heard about the meeting, with relatively few reading about it in the newspaper or seeing it on social media;
- b) Printed and distributed a "Bike and Walk Friendly Turlock" pamphlet, developed as part of the Active Transportation Plan project, to local community stakeholders, as well as available for citizens at City Hall;
- c) Provided social media posts that promote non-motorized transportation, as well as more use of transit services;
- d) Continued to consider site specific, "out of the box" solutions for specific traffic issues on a case-by-case basis.

ENFORCEMENT

- a) The Turlock Police Traffic Safety Unit (TSU) continues to provide targeted enforcement services within the community and have increased patrols and attention to local elementary schools during peak periods. In addition, they participated in a distracted driving enforcement effort (Exhibit E);
- b) Bi-annual meetings continue between City Engineering and City Police personnel regarding traffic safety issues. Impromptu meetings may occur as well, when needed. For example, at the request of the TUSD, City personnel observed traffic near the intersection of West Christoffersen Parkway and North Walnut Road, adjacent to the Turlock Journal High School, to address reports of traffic safety concerns. On-site signal timing adjustments were made that resolved a majority of the concerns, while a pedestrian railing was recommended to address another.

EVALUATION

- a) Solicited feedback through social media regarding the effectiveness and value of existing traffic safety program and countermeasures;
- b) Will engage community volunteers, before and after large infrastructure projects near schools, to help gather data on facility usage, as well as seek input from parents through surveys;
- c) Solicited and received a grant for a no-cost, comprehensive site evaluation (Traffic Safety Assessment) through the University of California, Berkeley's Institute of Traffic Studies. This grant allowed for a retired traffic engineer and retired traffic sergeant to meet with City staff regarding a variety of traffic safety concerns. The assessment team has compiled and delivered a list of recommendations for the consideration of the City Engineer.
- d) Reviewed quarterly collision data provided by the TSU to determine if additional field modifications, changes or enhancements should be made.

Collaboration and cooperation between stakeholders continues to be key, especially in a growing community that is still largely dominated by motor vehicles as the primary transportation option. City staff will continue to review statistical data to determine the level of impact these implementation measures had on reducing collisions and will continue to apply the appropriate countermeasures to address negative trends.

Even the most comprehensive traffic collision reduction strategy requires one important element for success: public participation. The City will endeavor to provide tools and resources to address these important issues, but it will require citizens to exercise awareness and personal responsibility as they drive, bike and walk within Turlock.

3. BASIS FOR RECOMMENDATION:

- A. The report outlines the steps taken by City staff to implement the elements and action items of the Collision Reduction Strategy

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principles:

- #4. Proactively respond to emerging issues
- #7. Promote organizational and community engagement

Action Item:

- #4. Promote organizational and community engagement.

Policy Goal #2: Fiscal Responsibility

General Principles:

- #4. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

- #4. Identify, pursue and report on grants.

Policy Goal #3: Public Safety

General Principles:

- #1. Public Safety is a core mission for every department and employee of the City.
- #2. Public Safety provides for the safety of our citizens and preserves our community and culture.
- #3. The Police and Fire Departments are traditional leaders in the Public Safety Mission. Their effectiveness is greatly enhanced when all departments work in unison to provide for the safety of our community.
- #4. Partnerships with the community are integral to the success of the Public Safety Mission.
- #5. Staffing levels in the Police and Fire Departments are critical to effectively accomplish the Public Safety Mission.
- #6. The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.
- #7. Effective communication is critical to the ability to respond to emergencies as well as routine public safety needs.
- #8. Accurate record keeping and analysis of information is critical to fact-based and effective deployment of resources.

Policy Goal #4: Municipal Infrastructure

General Principles:

- #1. Municipal infrastructure is integral to public safety and effective service delivery.
- #4. Transportation infrastructure that serves the needs of the community:
 - a. Well maintained local streets and roads.
 - b. Adequate interchange access.
 - c. Access to transit and non-motorized options.
- #8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The direct costs (excluding staff time) associated with implementation of this strategy were initially estimated at \$2,000 per year. A review of the expenditures, which included printing and social media promotion (Facebook “boosting”), resulted in a total cost of \$1,605.25.

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the provided report and request changes for resubmission.



WALKING AND BIKING TO SCHOOL IS SAFE AND EASY TO DO!

TIPS FOR PARENTS

1. Be a good role model for your kids

- Wear bright-colored clothes and/or reflective gear
- Look for traffic at every driveway and cross street
- Obey all traffic signs and signals

2. Choose the safest route to school

- Avoid busy, high speed roadways when possible
- Limit the number of street crossings
- Always use controlled crossing locations

3. Understand your child's limitations

Children are not small adults. It will take time for kids to develop the ability to accurately judge the speed and distance of oncoming traffic. Children may think that if they can see a driver, the driver can see them, but that may not be the case. Get down to a child's height to see what they see.

TIPS FOR STUDENTS

1. Walk together

- Walk with a parent and/or friends
- Be careful not to push/chase each other near the street
- Stick to the route your parents have picked

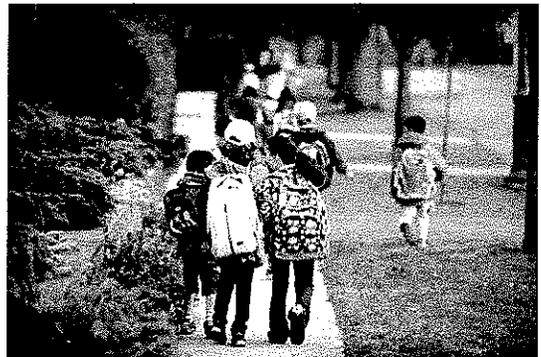
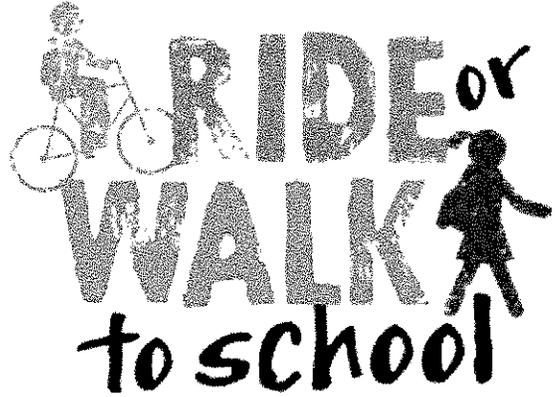
2. Pay attention

- Always look for traffic at every intersection and driveway
- Watch out for parked cars; they may be ready to move
- You may see cars, but they may not see you

3. Cross the street safely

- Before stepping into the street, stop and look both ways
- Wait until there are no (or stopped) cars before crossing
- Walk (don't run) across the street
- Obey the instructions of school crossing guards

Portions of the above content were obtained from the National Center for Safe Routes to School (NCSRS). For more information, visit the NCSRS website at www.saferoutesinfo.org





DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380

PHONE: (209) 668-5520
FAX: (209) 668-5563
TDD: (800) 735-2929
engineering@turlock.ca.us

August 23, 2016

Recipient Name
Address Line #1
Address Line #2
City, State and Zip Code

Re: Educational Opportunities for Unsafe Driving Trends

To Whom It May Concern:

Earlier this year the Turlock City Council adopted a Collision Reduction Strategy for the expressed purpose of reducing collisions between motorists and non-motorized users within the City. This strategy included engineering, education, encouragement and enforcement elements, as well as established specific action items for completion.

A part of this comprehensive strategy involves educating young drivers on specific risks before bad habits are developed over time. This represents an opportunity to share information with driving instructors, such as yourself, with the intent of passing that information on through instruction in a positive manner.

Here are three negative driving trends that regularly lead to collisions:

1. **Distracted driving.** We have observed an increase in mobile device use while driving, which reduces reaction time and situational awareness. This is particularly harmful when conflicts with bicyclists and pedestrians occur. According to Forsyth (2011) a Texas A&M study found that reaction time, on average, doubles when texting while driving (para. 3). For a driver traveling 40 m.p.h., a two second delay equates to an additional 118 feet traveled, not including perception and reaction time.
2. **Speeding.** Traveling faster than the prima facie speed limit results in reduced reaction time for obstructions in the roadway and increases the likelihood of serious injury or death when colliding with bicyclists or pedestrians. A study conducted by AAA quantified these risks. According to Tefft (2011) "...the average risk of severe injury for a pedestrian struck by a vehicle reaches 10% at an impact speed of 16 mph, 25% at 23 mph, 50% at 31 mph, 75% at 39 mph, and 90% at 46 mph. The average risk of death for a pedestrian reaches 10% at an impact speed of 23 mph, 25% at 32 mph, 50% at 42 mph, 75% at 50 mph, and 90% at 58 mph" (p.1).



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engineering@turlock.ca.us

-
3. **Failure to yield the right of way.** We have noticed an increase in motorists who fail to yield the right of way to pedestrians at marked crosswalks. While the pedestrian has a responsibility to enter into the roadway only when it is safe to do so, motorists are still required to yield the right of way to pedestrians when crossing at an intersection (unmarked crosswalk) or marked crosswalk. In addition, motorists often fail to yield the right of way when making permissive left-turns at signalized intersections, increasing the potential for high-speed, right angle collisions.

As you conduct your behind the wheel training we ask that you emphasize the importance of remaining alert and focused, traveling at a safe and reasonable speed, as well as yielding the right of way to other roadway users. The City will continue to take steps to promote traffic safety in the areas of engineering, education, encouragement and enforcement with the goal of reducing traffic collisions in general, with a specific emphasis on reducing collisions with non-motorized users. Your assistance in helping us reach this goal is greatly appreciated.

If you have any questions or comments, feel free to contact me at (209) 668-6039 or at wyork@turlock.ca.us. Thank you for your time.

Sincerely,

Wayne York
Transportation Engineering Supervisor

Cc: Gary Hampton, City Manager
Michael Pitcock, P.E., Development Services Director / City Engineer

References:

- Forsyth, J. (2011). Texting while driving doubles reaction time. Reuters. Retrieved from <http://www.reuters.com/article/uk-driving-texting-idUSLNE79500W20111006>
- Tefft, B. (2011). Impact speed and a pedestrian's risk of severe injury or death. AAA. Retrieved from <https://www.aaafoundation.org/sites/default/files/2011PedestrianRiskVsSpeed.pdf>



CITY OF TURLOCK



156 S. Broadway
Turlock, CA 95380
Phone (209) 668-5590
www.turlock.ca.us

Press Release

August 16, 2016

FOR MORE INFORMATION CONTACT:

***Contact: Wayne York, Transportation Engineering Supervisor
wyork@turlock.ca.us, (209) 668-6039***

For Immediate Release

Turlock to Hold Traffic Safety Workshop

The City of Turlock, in partnership with representatives from California State University, Stanislaus, and the Turlock Unified School District, will host a traffic safety workshop to discuss the available tools, strategies and steps these entities are taking to reduce collisions and improve safety for roadway users. This will also be an opportunity for residents to share their traffic safety concerns with agency personnel that represent the education, engineering and enforcement components of traffic safety. The purpose of the workshop is to develop open communication between government and residents in an effort to educate, communicate and foster meaningful improvements in the community.

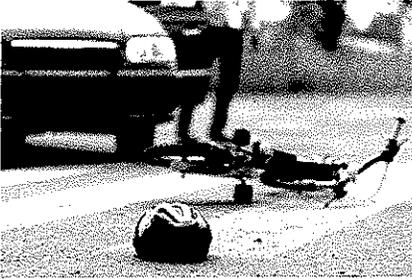
The workshop will be held on Wednesday, September 21, 2016 at 6:00 p.m. in the Yosemite Conference Room (Council Chambers) at Turlock City Hall, 156 S. Broadway, 2nd Floor, Turlock, CA 95380.

The workshop will be conducted in English, but Spanish interpretation services are available if requested at least one week in advance of the meeting. The City is committed to equal access to all residents, so individuals with disabilities that require special accommodation are encouraged to contact the City as soon as possible.

End



CITY INITIATES COLLISION REDUCTION STRATEGY TO IMPROVE TRAFFIC SAFETY



According to the California Office of Traffic Safety (OTS) 2013 Collision Rankings, of the 103 public agencies of similar size and characteristics throughout the State, Turlock ranks 44th in collisions involving pedestrians, 40th in collisions involving bicyclists and 31st in collisions resulting in injuries or fatalities in general.

In an effort to reduce collisions within Turlock, particularly those involving pedestrians and bicyclists, the City Council has adopted a multi-faceted Collision Reduction Strategy to help make our community safer. This strategy includes:

- ◊ *Sound **engineering** practices to install safe and efficient roadways, crosswalks, bike lanes, stop signs, traffic signals, etc.;*
- ◊ *The **education** of all roadway users of their rights and responsibilities when traveling along the roadway;*
- ◊ ***Encouragement** activities that promote sharing the roadway;*
- ◊ *Targeted **enforcement** of right-of-way violations involving pedestrians and bicyclists;*
- ◊ *Opportunities for an **evaluation** of progress and feedback from parents, teachers and other community stakeholders.*

To learn more about what steps the City and our public agency partners are taking to improve safety for residents, make plans to participate the upcoming Traffic Safety Workshop. In addition to learning, this will also be an opportunity for residents to share their traffic safety concerns with agency personnel. While all aspects of traffic safety will be reviewed and discussed, a particular focus will be made on collisions between motorists and non-motorized users, such a bicyclists and pedestrians. Your input and participation is appreciated.

How do you believe we are doing in the area of traffic safety?

The City is interested in hearing your thoughts on what we are doing well and how we can further improve our traffic safety programs. Please share your thoughts by phone (209) 668-6039 or email at traffic@turlock.ca.us.

**Traffic Safety
Workshop**
Wed., 9/21/16
6:00-8:00 p.m.
Turlock City Hall
156 S. Broadway

**Participants include
personnel from:**

- **City Engineering**
- **City Police Dept.**
- **CSUS Police Dept.**
- **TUSD Safety**

The workshop will be held in English, but Spanish interpretation services are available if requested at least one week in advance of the meeting. The City is committed to equal access to all residents. Persons with disabilities that require special accommodation are encouraged to contact the City promptly.



TURLOCK POLICE DEPARTMENT
Robert A. Jackson, Chief of Police

PRESS RELEASE

DATE: March 29, 2016
4:30 P.M.

TURLOCK PD JOINS NATIONAL CAMPAIGN TO END DISTRACTED DRIVING

Distracted driving is such an important safety issue that April is recognized as National Distracted Driving Awareness Month. In California, Police, Sheriff and CHP officials are joining the Office of Traffic Safety, the National Highway Traffic Safety Administration (NHTSA), and the National Transportation Safety Board (NTSB), as well as law enforcement throughout the country, working together to focus on education as well as enforcement.

The purpose of the campaign is to raise awareness about the dangers of distracted driving in an attempt to change behavior and save lives, not just in April but also year-round. Turlock Police Department will join statewide enforcement campaigns in April, "zero tolerance days," when all agencies will be especially vigilant for distracted drivers. Although the purpose of the campaign is not to write as many citations as possible, sometimes citations are necessary for drivers to understand the importance of focusing on their driving.

Distracted driving continues to be a problem, especially as the use of Smartphones increase. Although such crashes are often difficult to prove, California had at least 84 fatal distracted driving collisions in 2013, 85 in 2014 and 67 in 2015, with the actual number of cases likely higher. The number of injury collisions for the same three-year period shows an increase: 10,078 in 2013; 10,463 in 2014, and 11,023 in 2015. NHTSA data for 2014 show nationwide, 3,179 people died in distracted driving collisions, which is 10 per cent of all crash fatalities. An additional 431,000 people, or 18 per cent, were injured in motor vehicle collisions involving distracted drivers.

"As we rely on our cell phones more and more in our everyday lives, we seem to be kidding ourselves in thinking that they don't affect our driving," said OTS Director Rhonda Craft. "Crashes are up. The scientific evidence is solid. The dangers are real, and they apply to all of us. We need to silence the distractions."

The problem of distracted driving is significant, and is no surprise to drivers day in and day out. The Department Of Transportation reported that at any given moment, during daylight hours, more than 660,000 vehicles are being driven by someone using a hand-held cellphone.

NHTSA will conduct a television campaign in April with the message "U Drive. U Text. U Pay." OTS will produce public service announcements and conduct a social media campaign urging drivers to "Silence the Distraction."

WHAT IS DISTRACTED DRIVING?

Distracted driving is any activity that could divert a person's attention away from the primary task of driving. All distractions endanger driver, passenger, and bystander safety. These types of distractions include:

- Texting
- Using a cellphone or smartphone
- Eating and drinking
- Talking to passengers
- Grooming
- Reading, including maps
- Using a navigation system
- Watching a video
- Adjusting a radio, CD player, or MP3 player

But, because text messaging requires visual, manual, and cognitive attention from the driver, it is by far the most alarming distraction.

The Turlock Police Department and The California Office of Traffic Safety would like to remind everyone that the best way to end distracted driving is to educate all Americans about the danger it poses.

The Turlock Police Department is an active participant in the Crime Stoppers Program. Callers can leave an anonymous tip by calling Crime Stoppers at (209) 521-4636 and may be eligible for a cash reward.

To receive more detailed, up-to-date information directly from the Turlock Police Department via e-mail, register for "Nixle" alerts at www.Nixle.com or more directly at <https://local.nixle.com/register/>. Or, text your zip code to 888777 to receive text alerts only.

This information is being released by Turlock Police Department Officer Stephen Webb.

Any media requests should contact:

Sergeant Stephen Webb
Office of Professional Standards
Turlock Police Department
Office phone - (209) 664-7318
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City Council Synopsis

October 25, 2016



8B



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project

2. DISCUSSION OF ISSUE:

Over the past year, the City has worked closely with the California Department of Transportation to improve the appearance of the State Highway 99 corridor running through Turlock. Our local Adopt-a-Highway groups were recognized by Council for their contributions and City staff has removed over one thousand pounds of trash from our on and off ramps.

In an effort to further enhance the appearance of our city, a State Highway 99 Wildflower Beautification pilot project will be initiated. If approved, wildflower seeds will be spread by City staff along suitable sloped areas between Monte Vista Avenue and Lander Avenue crossings. If germination is successful, drivers along Turlock's stretch of the Highway 99 corridor will be greeted with welcoming bursts of color in the spring.

The City takes tremendous pride in the way our community is maintained to sustain a revered quality of life for our residents and to encourage continued economic development. Given the City's role in managing tourism and marketing for Turlock, staff sees this project as an essential part of the overall strategy for drawing more visitors off of Highway 99 and into our community to shop, dine, or stay.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

OK for Agenda

Am MRK

General Principles:

3. Support the business community.
4. Collaborate with economic development stakeholders.
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: \$1,500

Costs associated with the project include the purchase of seed mix and staff time to spread the seed. No additional appropriation is required as funding for tourism related projects has already been included in the current year budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The Council may choose not to support the beautification initiative. This is not recommended as the project is an important opportunity to highlight our city and encourage State Highway 99 drivers to shop, dine, and stay in Turlock.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
EXECUTION OF A CONSENT LETTER WITH }
THE CALIFORNIA DEPARTMENT OF }
TRANSPORTATION FOR THE STATE }
HIGHWAY 99 WILDFLOWER }
BEAUTIFICATION PILOT PROJECT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City has worked closely with the California Department of Transportation to improve the appearance of the State Highway 99 corridor running through Turlock; and

WHEREAS, our local Adopt-a-Highway groups were recognized by Council for their contributions and City staff has removed over one thousand pounds of trash from our on and off ramps; and

WHEREAS, in an effort to further enhance the appearance of our city, a State Highway 99 Wildflower Beautification pilot project will be initiated; and

WHEREAS, wildflower seeds will be spread by City staff along suitable sloped areas between Monte Vista Avenue and Lander Avenue crossings resulting in welcoming bursts of color in the spring.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of October, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CONSENT LETTER

TR-0131 (REV. 7/2013)

Maintenance Stations' contact information can be found at: <http://www.dot.ca.gov/hq/row/wireless/main/>

NAME OF APPLICANT AND/OR ORGANIZATION City of Turlock/ Gary R. Hampton	
BUSINESS ADDRESS 156 S. Broadway	CITY/STATE/ZIP Turlock, CA 95830
BUSINESS TELEPHONE NUMBER (209) 668-5540	
LOCATION OF WORK (COUNTY/RTE/PM, CROSS STREETS) STA 99 0-7 N/S Pilot Project for litter removal at ramps/city streets and wildflower planting on slopes within Turlock city limits	
DESCRIPTION OF WORK	
<input checked="" type="checkbox"/> Litter removal	<input type="checkbox"/> Removal of U.S. Forest Service's or Bureau of Land Management's minor forest products (firewood, posts, shakeboards, shake and shingle bolts, or split products, in quantities exceeding 20 cubic feet in volume, and burwood or stumps in quantities of two or more). A permit issued by USFS or BLM is required prior to the issuance of this consent letter, when removing minor forest products from Caltrans RAW within USFS or BLM boundaries.
<input type="checkbox"/> Salvage spilled material	Estimated amount: _____
<input type="checkbox"/> Donated landscape materials	<input type="checkbox"/> Pine <input type="checkbox"/> Cedar <input type="checkbox"/> Fir <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Vegetation control (weed control, mowing grass or brush/seedlings)	
<input checked="" type="checkbox"/> Other (Describe) Wildflower seeding	

SAFETY REQUIREMENTS FOR PARTICIPANTS

- Do not work on the roadway or shoulders, on bridges, in tunnels or near railroad tracks.
- Do not cross freeway traffic lanes on foot. Use caution when crossing conventional highways. Use crosswalks and signals where available.
- Face oncoming traffic as you work and keep an eye on traffic. Be prepared to move quickly, if necessary.
- Discontinue work before dusk. Do not work when fog or other conditions reduce visibility for drivers.
- Do not work when roadway is wet or icy.
- Do not touch or remove materials which you suspect may be toxic or hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, syringes or hypodermic needles, dead animals and broken glass. Notify the Department or law enforcement (California Highway Patrol, Sheriff, etc) of the location of weapons or suspected toxic substances immediately.
- Do not compact trash bags. Injuries from broken or jagged objects may occur.
- Wear hard hats, either ANSI Class II or III compliant vests, safety glasses or goggles and other personal safety equipment as advisable.
- Wear long pants and substantial leather shoes or boots with ankle support.
- Watch your footing and stay off steep slopes, drainage facilities or places from which you might fall.
- Do not use portable music devices that require the use of headphones or earbuds.
- Do not run, throw objects or engage in horseplay or any other activity which may distract drivers.
- Do not consume alcoholic beverages or drugs before entering or while on the roadside.
- Be alert where snakes may be located. Also be alert for stinging insects and poisonous plants (e.g. poison oak).

TERMS AND CONDITIONS

- It is expressly understood that the work to be performed is to be undertaken by yourself, your organization or by volunteers acting for and on behalf of themselves, yourself and your organization and that yourself, your organization, and said volunteers are not and shall not be considered employees of the State of California, or of the Department of Transportation.
- The State of California and its officers and employees shall not be liable for any death, injury or property damage claims which arise from any activities which are the subject of this letter of consent that may have been reasonably prevented by you, your organization or those persons employed by or acting in your behalf. If any claims arise out of the foregoing, you shall defend, indemnify and save harmless the State of California and its officers and employees from the same.
- This Consent Letter or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department of Transportation or law enforcement officer on demand. Work shall be suspended if a complete copy of this Consent Letter is not available at the job site.
- All work shall be conducted in conformance with the above "Safety Requirements For Participants".
- All work shall be conducted during daylight hours.
- All work shall be performed on the date(s) indicated below.
- Traffic control is prohibited.
- Work shall not be performed within 6 feet of traffic lanes, within center dividing strips, upon bridges, culverts, or structures of any kind unless specifically approved by the Department's Representative. An Encroachment Permit is required for all other proposed activities not covered by this Consent Letter.
- This Consent Letter is invalidated if the applicant has not obtained all permits necessary and required by law.

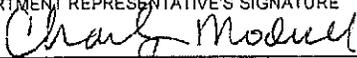
APPLICANT'S NAME City of Turlock, Gary R. Hampton	APPLICANT'S SIGNATURE	DATE 10/10/2016
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FOR CALTRANS USE ONLY

Permission is hereby granted to enter onto State Highway STA 99 0-7 N/S to conduct a unlimited day(s) litter removal/wildflower on OCTOBER- END OF PILOT PROJECT, 20 16, subject to the terms and conditions.

****Approval by the Maintenance Area Superintendent is required for one day activities.**

****Approval by the Deputy District Director-Maintenance is required for multiple dates (maximum of 3 consecutive calendar days).**

DEPARTMENT REPRESENTATIVE'S NAME Charla Modrell	TITLE MM II	PHONE (209) 942-6020
DEPARTMENT REPRESENTATIVE'S SIGNATURE 		DATE 10/10/2016

ADA Notice

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City Council Synopsis

October 25, 2016



From: Michael I. Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager
Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the updated Water Rate Study and affirming the January 2017 water rate increase

2. DISCUSSION OF ISSUE:

On March 25, 2014 City Council approved a series of six (6) water rate increases over five (5) years. In addition, City Council directed staff to conduct an annual review of the rates to determine if the revenues and expenditures warrant the next rate increase. A review of the rates reflect the revenues and expenditures tracking is in line with the previous study and will generate sufficient revenue to fund operating costs, capital costs, bonded debt, and maintain adequate reserves.

Annual debt service coverage tests for existing and new debt are projected to require net revenues equal to one hundred and twenty percent (120%) of the estimated debt service. Water rates developed in the Water Rates Evaluation report are set to generate net revenues equal to one hundred and fifty percent (150%) of the estimated debt service. The target reserve level for all fiscal years is one hundred and fifty percent (150%) of annual operating expenditures. Rates are designed to exceed the target for Fiscal Year 2017 through Fiscal Year 2019 (the three years for which the City has adopted rates).

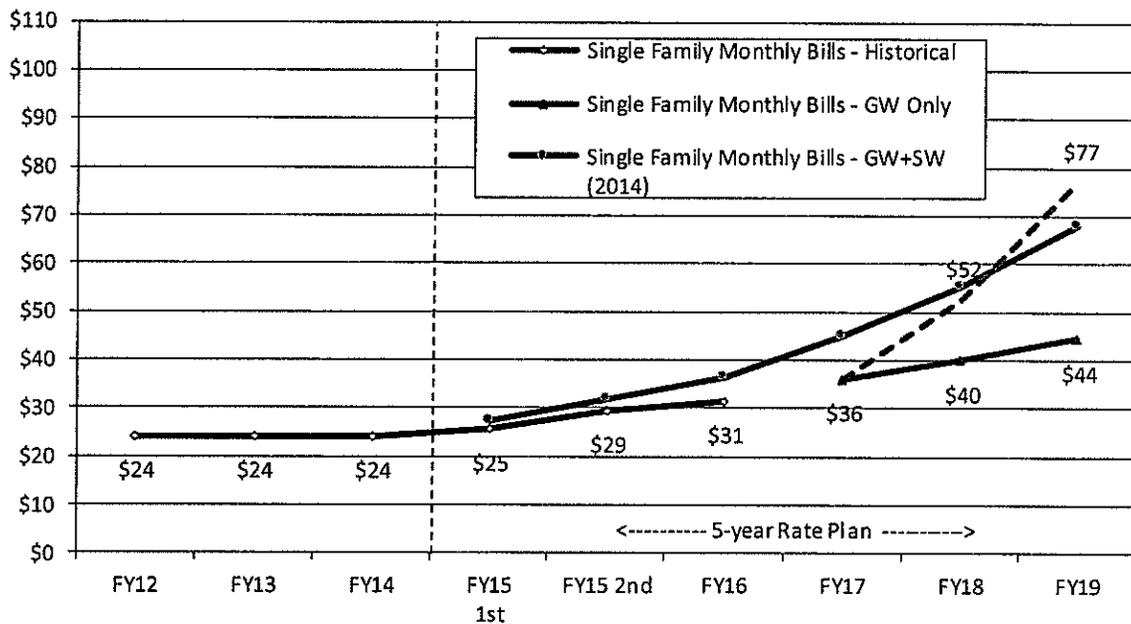
While the drought has had an impact on demand, the impact to revenues has been minimal and expenditures have been reduced to stay within revenues. During fiscal year 2014-15 water revenues were down 1.6% from what was projected and down 4.9% for fiscal year 2015-16. Therefore, it is recommended to affirm the January 2017 water rate increase of 15%. By not affirming the increase, there will be a negative impact on the City's debt-to-income ratio regarding the water revenue bonds as reflected in the graph titled "Figure ES-1: Impact of Eliminating the January 1, 2017 Rate Increases" in Exhibit A.

OK for Agenda

[Handwritten signature]

Regional Surface Water Supply Project

On July 28, 2015 the cities of Ceres, Modesto and Turlock signed a Water Sales Agreement with the Turlock Irrigation District to provide raw surface water to the respective agencies. However, in October 2015 the City of Modesto opted out of the project. Ceres and Turlock are the remaining agencies of the Stanislaus Regional Water Authority (SRWA). Therefore, SRWA acting on behalf of the remaining cities has been working diligently for the past year strategizing on the most expedient way of constructing the water treatment and delivery facilities. More recently the SRWA has contracted with West Yost Associates for project management services. The most recent cost estimate for the facilities dates back to 2008 and estimates the project at \$182 million. Turlock’s share of the project is 52%, or approximately \$95 million. Our water rate consultant previously analyzed the impact to the water rates and they are presented below:



The chart indicates future rate increases for a surface water supply will have to follow a steeper trajectory because previous rate increases accounted for a groundwater-only water system. Therefore, there will always be an element of “catch up” involved in raising rates in the future to fund the surface water supply project.

It is important to note that West Yost Associates has not developed a design or schedule for the SRWA’s Surface Water Supply Project; therefore, updated cost estimates are not available. Therefore, the project’s impacts on Turlock’s water rates cannot be known at this time.

It is anticipated that a revised cost estimate will be available in early 2017. The cost estimate will reflect the new design, revised schedule, updated construction costs, and the withdrawal of the City of Modesto from the Joint Powers Authority. Once the costs are known, an updated rate study will be prepared that will analyze the impacts of the project on Turlock's water rates.

Groundwater is a diminishing resource whose long-term reliability is uncertain. Obtaining a surface water supply is important for a number of reasons:

- Reduces the City's reliance on groundwater
- Allows for the aquifer to recover and for water to be "banked" for dry years
- Diversifies the City's water supply portfolio
- Insulates the City from the impacts of increasingly stringent water quality standards
- Turlock is less vulnerable to the actions of other regional groundwater users
- Groundwater quality is declining. Fourteen of the City's 20 active wells are near the maximum contaminant level for a number of contaminants
- Provides some drought resiliency to the City's water supply
- Limits the amount and cost of future wellhead treatment
- Improves the quality of Turlock's wastewater

Surface water is one of the more expensive alternatives – the 2014 Water Rates Study calculated an initial \$12.45/month "premium" for a surface water system for the typical single family customer. However, this premium secures a long-term and stable surface water supply, reduces the City's reliance on groundwater, allows the aquifer to recover due to reduced pumping by the City, and allows for the implementation of the City's General Plan and economic development objectives.

The water rates adopted by City Council in the Five-Year Rate Plan are unchanged from those recommended in the 2014 Water Rate Study. It is recommended that the rates and charges planned for Fiscal Year 2017 be implemented.

3. BASIS FOR RECOMMENDATION:

- A. To immediately address the fiscal position of the City's Water Enterprise Fund.
- B. To promote economic growth by ensuring the necessary infrastructure is in place.
- C. To provide a reliable, sustainable high quality water supply for the future prosperity of the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principles:

4. Proactively respond to emerging issues.

Action Item:

1. Implement direct communication tools that provide the Mayor, the City Council and the community with relevant, timely information regarding the operational activities of the City.

Policy Goal #2: Fiscal Responsibility

General Principles:

1. Create a balanced, sustainable budget.
2. Create an effective strategy to address debt payments and unfunded liabilities.

Action Item:

1. Create a balanced and sustainable budget.
6. Implement sewer and water rates to sustain services to implement capital improvement programs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The January 2017 water rate increase is necessary to prevent a structural deficit in the Water Enterprise Fund and to maintain compliance with the debt coverage requirement of the 2008 Water Bond. Furthermore, the Water Enterprise Fund is faced with significant capital costs to provide an adequate water supply that meets federal and state drinking water quality requirements.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The City Council could elect not to proceed with the January 2017 water rate increase. This alternative is not recommended due to a potential structural deficit in the Water Enterprise Fund and the debt service coverage requirements of the 2008 Water Bond.



DRAFT
Water Rates Evaluation

Prepared for
City of Turlock, California
October 2016

**MUNICIPAL
FINANCIAL
SERVICES**

2960 Valley Basin Avenue
Henderson, Nevada 89052

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List of Abbreviations

AF	acre feet (equal to 325,851 gallons)
AMR	Automated Meter Reading
CCI	Construction Cost Index
CIP	Capital Improvement Program
City	City of Turlock
DSC	debt service coverage
DWR	Department of Water Resources
DWSRF	Drinking Water State Revolving Fund
FY	Fiscal year (July 1 to June 30)
ENR	Engineering News Record
FY17	July 1, 2016 to June 30, 2017
gpd	gallons per day
HCF	Hundred Cubic Feet (equal to ~ 748.1 gallons)
mgd	million gallons per day
O&M	Operation and maintenance
RSWSP	Regional Surface Water Supply Project
S&P	Standard & Poor's Ratings Services
SRWA	Stanislaus Regional Water Authority
SWSP	Surface Water Supply Project
TID	Turlock Irrigation District
TMC	Turlock Municipal Code

Executive Summary

A *Water Rate and Connection Fee Study* was completed in January 2014 (Water Rate Study). The City Council approved Ordinance No. 1194-CS which adopted the recommended water rates for a groundwater only system for the time period July 1, 2014 through June 30, 2019 (five fiscal years). This report provides an evaluation of adopted water rates recommended for implementation beginning January 1, 2017.

Maximum Rates Adopted in 2014

On April 8, 2014, Council adopted Ordinance No. 1194-CS which established maximum water rates beginning July 1, 2014, with subsequent increases each January 1st through the year 2019. Water rates shown in the ordinance effective July 1, 2014, January 1, 2015, and January 1, 2016 were implemented, as scheduled, on those dates.

The water rates adopted by the City Council are associated with a groundwater only system. Water rates associated with the City's portion of a surface water system as part of the Regional Surface Water Supply Project were not adopted. In order for the City to implement rate increases that would support construction and operation of a surface water system, a "Proposition 218" process for securing public input must be completed.

Debt Service Coverage

In May 2008 the Turlock Public Financing Authority issued \$32,365,000 in Water Revenue Bonds Series 2008 to finance capital improvements to the City's potable water system, including the installation of water meters and an automated meter reading system for all water service users within Turlock, the construction of two water storage reservoirs, and water line installations in the Westside Industrial Specific Plan area. The bonds, which carry coupon interest rates ranging from 3.50% - 5.00%, have semi-annual principal and interest payments on the first of November and May through May 2038.

In its March 2015 review, Standard & Poor's Ratings Services (S&P) affirmed its 'AA' rating on Turlock Public Financing Authority water revenue bonds.¹ The outlook provided by S&P in the review was "stable."

As stated in the most recent S&P review, "The rating continues to reflect [S&P's] view of the water system's:

- Extremely strong liquidity position of \$27.0 million - more than six years' cash operating expenditures;
- Predominantly residential and very diverse customer base, with the 10 leading customers accounting for about 5% of water revenues; and
- Recently approved multiyear schedule of rate increases."

The "Outlook" section in the March 2015 S&P review stated the following: "We could take a negative rating action if DSC [debt service coverage] for fiscal year 2015 does not improve as we anticipate and continues trending downward."

¹ S&P previously reviewed the City's Water Revenue Bonds and published a credit rating and outlook in March 2011. At that time, S&P affirmed its 'AA' rating on Turlock Public Financing Authority water revenue bonds and provided a "stable" outlook.

Fund Sources for Surface Water Treatment Plant Capital Expenditures

The City of Turlock and the City of Ceres are members of the Stanislaus Regional Water Authority (SRWA). The SRWA, in collaboration with Turlock Irrigation District (TID), is working towards developing a Surface Water Treatment Plant that would treat raw water from the Tuolumne River and deliver potable water to the members of the SRWA. Capital expenditures associated with the construction of the Surface Water Treatment Plant and associated structures are proposed to be funded through the Water enterprise fund unrestricted cash, issuance of bonds, low or no-interest loans from the State of California, grants and/or other sources of funds.

The SRWA has contracted with a consulting engineer, West Yost Associates, to provide program management services for the development of the Surface Water Supply Project. At this time, West Yost Associates has not developed a design or schedule for the project and updated cost estimates for the project are not available. Therefore, the project's impacts on Turlock's water rates cannot be known at this time.

Any cost estimates for the Surface Water Supply Project in this report are based on previous cost estimates developed in 2009 for an earlier design that included the City of Modesto as a project partner.

It is anticipated that a revised cost estimate based on an updated design and schedule will be available in early 2017. At that time, an updated analysis of the impact of the Surface Water Supply Project to Turlock's water rates will be developed. The rate study will analyze impacts of the new design, revised schedule, updated estimated construction costs, and the withdrawal of the City of Modesto from the Joint Powers Authority.

Loans from the State Water Resources Control Board are subject to provisions found in its *Policy for Implementing the Drinking Water State Revolving Fund*, effective: January 1, 2015. Provisions related to loan payments (reserves, coverage, interest and amortization period) are summarized below.

Reserves. The recipient may be expected to establish and maintain, until the financing agreement is repaid, a restricted reserve equal to two semiannual debt service payments that may be accumulated during the first ten (10) years of the loan repayment term, unless the Division determines that credit considerations support a different result.

Coverage. The recipient must comply with coverage covenants in existing material debt or with DWSRF (Drinking Water State Revolving Fund) coverage requirements, whichever covenants or requirements provide greater coverage. Where net revenues are pledged, the recipient's net revenues at completion of construction pledged to pay all senior debts relying on the PRF [Pledged Revenue and Funds] must be at least 1.2 times the highest year's senior debt service, and the net revenues pledged to pay all debts must be at least 1.1 times the highest year's aggregate debt service.

Interest. Interest will accrue from the date of each disbursement and continue to accrue until the financing agreement is fully amortized. The recipient will be invoiced accrued interest during the project, in accordance with Section XVII.B of this Policy.

Amortization Period. Repayments will be amortized by equal semiannual payments beginning no later than one year from the project completion date over twenty (20) years, unless an extended period is approved per Section VII or VIII of this Policy. [six months to submit final claim after construction project completion date; then enter billing cycle July 1 or January 1; three years after execution of funding agreement or certification of project completion].

Significant Assumptions

There are a number of assumptions in this study related to capital improvement program expenditures, the annual number of new connections, water sales and other items. The unifying theme underlying all assumptions is that water rates based on the assumptions should have a very high probability of recovering annual revenue requirements.

A summary of the most significant assumptions made in this study are listed below.

Assumption 1. Projected growth in water accounts assumes 180 1-inch meter connections per year.

Assumption 2. Projected metered water use for FY17 is approximately 4,590 million gallons – a 25 percent decrease from FY14 actual use. Reductions in metered water use for FY18 – FY23 are projected to be 2 percent per year.

Assumption 3. Estimated capital improvement project expenditures for FY16 – FY23 for the City's water system are approximately \$44.8 million. Approximately \$27.5 million of that amount is for additional groundwater supply which would not be necessary if the surface water source of supply is developed.

Assumption 4. Preliminary estimates for the Regional Surface Water System Project place the City's financial obligation for this project at \$68 million. In addition, improvements to the City's system to accept this water source (terminal control facilities) are estimated to be \$20 million. Approximately \$19.4 million of the \$88 million capital expenditures (22%) are projected to be cash funded. The capital cost estimates were developed in 2008 and may not reflect current construction costs.

Assumption 5. Annual debt service coverage tests for existing and new debt are projected to require Net Revenues equal to 120 percent of the estimated debt service. Water rates developed in this study are set to generate Net Revenues equal to 150 percent of the estimated debt service.

Assumption 6. The target reserve level for all fiscal years is 150 percent of annual operating expenditures. Rates are designed to exceed the target for FY17 – FY19 (the three years for which the City has adopted rates). Rates for FY20 – FY23 are designed to approach the target reserve level but might not meet the target in each of those years.

Assumption 7. Expenditures for salaries, benefits and insurance are projected to increase at an annual rate of 6%. Expenditures for other operating expenditures are projected to increase at an annual rate of 5%.

Assumption 8. Interest on cash reserves is projected at 0.8% per year.

Assumption 9. Water rates are based on “across-the-board” percentage increases that are intended to maintain the cost of service relationship for each rate structure component – Commodity charges, Capacity charges and Customer charges.

Water Rates Developed in 2014

In 2014, water rate recommendations were developed for two scenarios – 1) rates that would support a groundwater only source of supply; and 2) rates that would support a combination of groundwater and surface water sources of supply. At that time, there was significant uncertainty regarding the feasibility of the Surface Water Project; therefore, the City Council elected to adopt the rates for the groundwater only system.

The table below list the implemented and adopted charges for FY16 – FY19 for the groundwater only source of water supply scenario. The table also shows projected charges for FY20 – FY23. Note that the water rates in the Five-Year Rate Plan for the groundwater only source of supply scenario are unchanged from those recommended in the 2014 Water Rate Study. It is recommended that the rates and charges planned for Fiscal Year 2017 be implemented.

Table ES-1. Water Rates Developed In 2014 for the Groundwater Only Supply Scenario										
effective date > fiscal year >	Five-Year Rate Plan						Projected			
	Implemented			Adopted						
	7/1/2014 FY15	1/1/2015 FY15	1/1/2016 FY16	1/1/2017 FY17	1/1/2018 FY18	1/1/2019 FY19	1/1/2020 FY20	1/1/2021 FY21	1/1/2022 FY22	1/1/2023 FY23
Commodity Charge, \$ per 1,000 gallons										
Single/Multi Residential	\$0.48	\$0.57	\$0.63	\$0.74	\$0.84	\$0.94	\$1.04	\$1.15	\$1.28	\$1.42
Commercial/Industrial/Institutional	\$0.37	\$0.43	\$0.46	\$0.54	\$0.60	\$0.67	\$0.74	\$0.83	\$0.92	\$1.02
Landscape	\$0.51	\$0.60	\$0.65	\$0.75	\$0.84	\$0.94	\$1.04	\$1.15	\$1.29	\$1.43
Capacity Charge, \$ per meter per month										
1" or less	\$17.50	\$20.00	\$21.20	\$24.10	\$26.50	\$29.40	\$32.60	\$36.20	\$40.30	\$44.70
1-1/2"	\$35.00	\$40.00	\$42.40	\$48.20	\$53.00	\$58.80	\$65.20	\$72.40	\$80.60	\$89.40
2"	\$56.00	\$64.00	\$67.90	\$77.20	\$84.80	\$94.10	\$105.00	\$116.00	\$129.00	\$144.00
3"	\$123	\$140	\$149	\$169	\$186	\$206	\$229	\$254	\$283	\$313
4"	\$210	\$240	\$255	\$290	\$318	\$353	\$392	\$435	\$484	\$537
6"	\$438	\$500	\$530	\$603	\$663	\$735	\$815	\$905	\$1,008	\$1,118
8"	\$840	\$960	\$1,018	\$1,157	\$1,272	\$1,412	\$1,565	\$1,738	\$1,935	\$2,146
10"	\$1,330	\$1,520	\$1,612	\$1,832	\$2,014	\$2,235	\$2,478	\$2,752	\$3,063	\$3,398
Customer Charge, \$ per account per month	\$2.20	\$2.50	\$2.60	\$3.00	\$3.30	\$3.60	\$4.00	\$4.50	\$5.00	\$5.50

Impact of Eliminating the January 1, 2017 Water Rate Increases

A scenario in which the rate increases scheduled for January 1, 2017 are not implemented has been evaluated. Any deviation from the rate increase planned for January 1, 2017 will have a number of adverse impacts. First, without the rate increase the City will not meet its target ending balance, potentially impacting the Water Fund's bond rating. Furthermore, the rate increase is necessary to fund ongoing capital improvements. Finally, without the proposed rate increase, it will impair the City's ability to transition to a revised rate plan that would support the City's portion of a surface water system. For all of these reasons, it is recommended that the January 1, 2017 rate increases be implemented.

The figure below shows the cash flow, DSC and the percent increase in Single Family residential monthly bills for FY16 - FY23 without the January 1, 2017 rate increase.

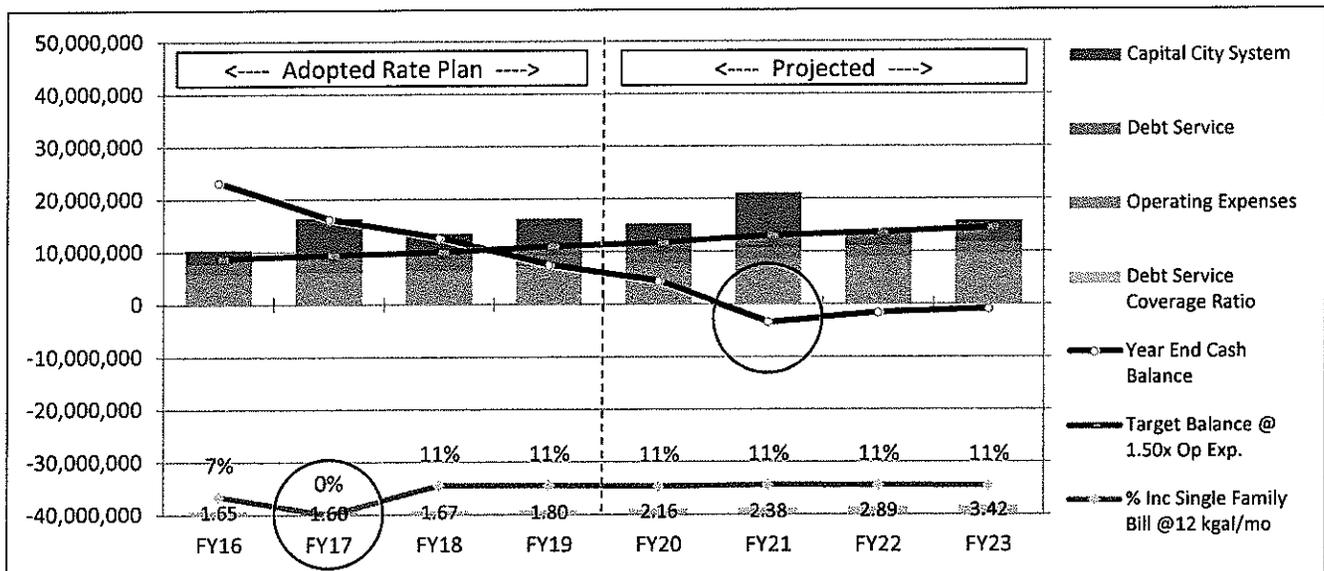


Figure ES-1. Impact of Eliminating the January 1, 2017 Rate Increase

Impact of Rate Increases on Monthly Bills

Single Family average annual monthly bills based on projected commodity charges, service charges and account charges for the original (2014) scenario and revised groundwater plus surface water supply scenario are shown in the figure below. Monthly bills based on charges previously adopted and implemented as also shown.

The impact of water rate increases is shown by way of the average calendar year bill for a residential customer with a 1-inch meter using 12 thousand gallons of water per month.

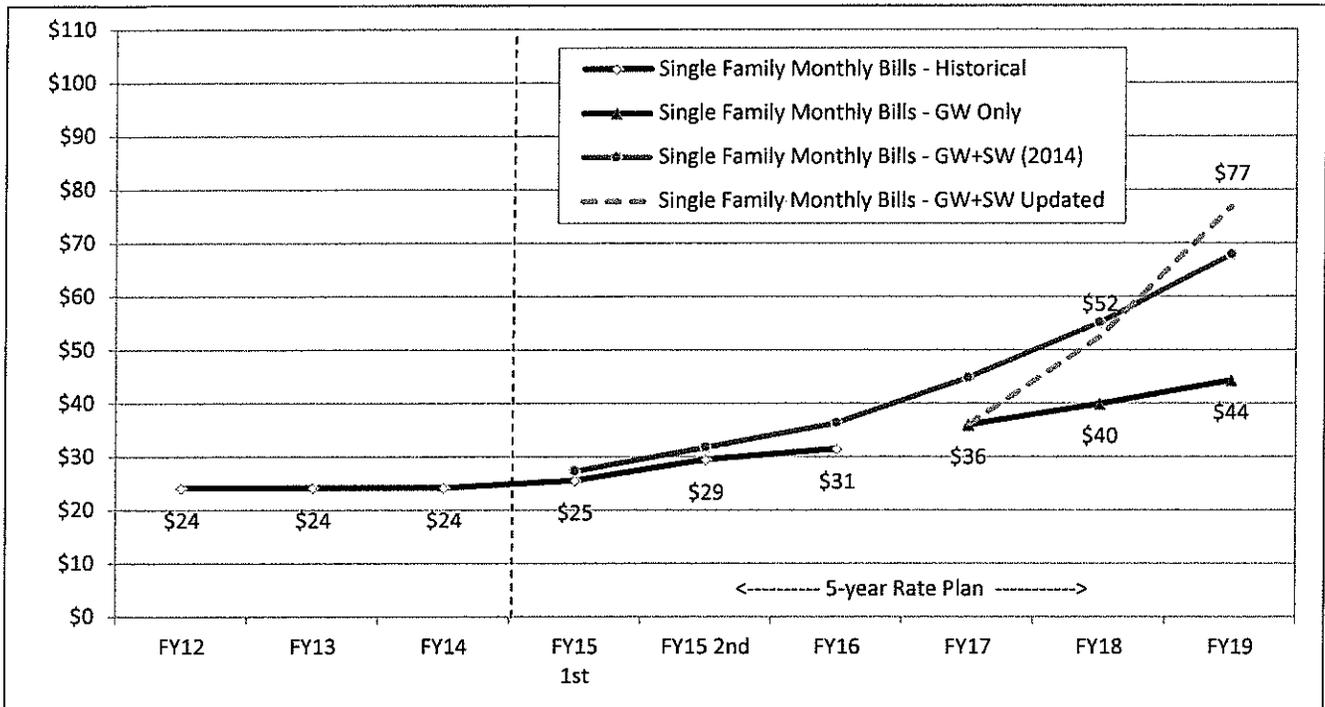


Figure ES-2. Comparison of Rate Scenarios

Section 1

Introduction

This report documents the evaluation of water rates for FY17 – FY19.

1.1 Organization of the Report

This report is divided into four sections. This introduction provides an overview of the study objectives and evaluation process.

Section 2 discusses characteristics of customers and their use of the water system. The number of metered connections and water use for FY16 – FY23 is developed in this section.

Section 3 describes the evaluation of water rates adopted during April 2014 by City Council in Ordinance No. 1194-CS.

Section 4 describes the evaluation of water rates that would fund additional expenditures associated with the Regional Surface Water Supply Project.

Section 5 describes the limitations of the study document.

1.2 Overview of Evaluation Process

Rate studies classically have three levels of technical analysis – the development of revenue required from rates, the allocation of costs among functional cost categories (cost-of-service analysis) and the design of a rate structure. The cost-of-service analysis and rate structure design elements from the Water Rate Study are not changed for this evaluation. This study includes only an analysis of revenue required from rates.

1.3 Customer and Financial Data

Information and data for the development of water rates and preparation of this report comes from a number of documents provided by the City. The list of documents, and the key information and data from each used in this study, are summarized below.

City of Turlock Fiscal Year 2015-2016 and 2016-2017 Adopted Budget. Council adopted its most recent two-year budget on June 9, 2015. As noted in the previous budget document, “Enterprise funds include Water, Wastewater, Engineering and Building; these funds are funded primarily from fees and other user charges. For FY 2015-16, the Water Enterprise (Fund 420) has a projected budget of approximately \$9.83 million.

Utility Billing System data. Monthly water use data for each of the City’s metered accounts, for the time period January 2015 through August 2016, were provided in an Excel file. Each account record had descriptive information of the account’s customer class, meter size, and number of dwelling units. Monthly water use data for prior time periods was also evaluated.

1.4 Rate-Making Objectives

There are numerous rate-making objectives that must be considered when developing rates and rate structures.

Revenue sufficiency. Generate sufficient revenue to fund operating costs, capital costs and bonded debt, and maintain adequate reserves.

Revenue stability. Recover revenue from fixed and variable charges that will cover fixed and variable costs (barring water shortages when rationing may be required).

Conservation signal. Reward customers for efficient water use and discourage its waste.

Administrative ease. Enable easy implementation and ongoing administration, including monitoring and updating.

Affordability. Be as affordable as possible while maintaining the utilities sound financial position and credit rating.

Customer acceptance. Be as simple as possible to facilitate customer understanding and acceptance.

Fairness. Provide for each customer class to pay its proportionate share of the required revenue in compliance with legal rate-making requirements.

Economic development. Rates must be competitive with local jurisdictions to retain and attract economic development.

Consideration of water intensive industries and users. Recognize that certain industries and users comprise a critical component of the local and regional community and their constant water demand patterns should be accommodated in the rate structure, not penalized.

1.5 Rate Evaluation Methodology

The evaluation of rates in this report involves only the update of projected expenditures, revenue required from rates and water use. The allocation of costs among billable components – commodity, capacity and customer charges – that was performed during the development of rates that were adopted during 2014 have not been changed. The rate structure remains unchanged.

Rate increases for 2014 through 2019 adopted in Ordinance No. 1194-CS were developed as part of a multiple-year Water Rate Plan that would meet the following financial planning criteria:

1. Provide funds for operating, capital and debt service expenditures;
2. Maintain annual fund balances that meet or exceed the annual target fund balances;
3. Meet debt service coverage requirements;
4. Meet legal requirements; and
5. Meet the approval of City Council.

Item 5 is a qualitative criterion that is applied to the first four financial planning criteria. The fifth criterion is quantified through the selection of the best rate scenarios in terms of minimizing the annual increases and making the rate increases gradual.

Section 2

Customer User Characteristics

The purpose of this section is to summarize residential and non-residential users and their corresponding water use characteristics. This data is used to prepare estimates of revenue from water charges.

The City water utility provides service to its residents, institutions, industries, and businesses through approximately 18,500 service connections. The current city population is approximately 72,000 and it is the second largest city in the region. Turlock is also home to California State University, Stanislaus that has an enrollment of 8,000 students. In the early to mid-2000s, considerable residential and commercial construction took place in Turlock. The build-out (2030) population of the General Plan area is estimated to be 115,363.

The primary assets in the City's water utility are 20 wells that produce potable water, three (3) one million gallon water storage reservoirs, 266 miles of transmission mains and distribution lines, and 2,922 fire hydrants.

In 2004, the State Legislature passed a law requiring utilities to charge water customers based on the actual volume of water used. The deadline to comply with this law is 2010 for all homes built since January 1, 1992 and 2025 for all homes built before 1992. The Turlock City Council, in the interest of fairness and to encourage water conservation, chose to install water meters at all accounts. The installation of meters began in 2007 and meter-based (volumetric) billing for all water users commenced on January 1, 2011. In concert with the meter installation project, the City developed a public education campaign to encourage water conservation.

Water demand for CY15 was based on monthly meter read data for February 2015 through January 2016. Water use during CY15 averaged 13.5 million gallons per day - equivalent to approximately 15,100 acre feet or 4.9 billion gallons.

Historical data indicates the groundwater supply will support annual production of up to eight (8) billion gallons per year. Groundwater pumping in excess of eight (8) billion gallons may result in the potential depletion (overdraft) of the groundwater table (aquifer). Since it is not sustainable to overdraft the groundwater over a long period, an additional supply of water will be needed in future years.

2.1 Historic and Projected Meters by Customer Class and Size

The number of active water meters by customer class and size as of July 2016 is shown below in Table 2-1. Residential (Single Family and Multiple Family) accounts make up approximately 92% of all metered customers.

Customer Class	Meter Size (July 2016)									Total	Percent by Class
	0.75	1	1.5	2	3	4	6	8	10		
Single	3,666	12,035	254	36						15,992	86%
Multi	39	788	123	87	13	19	15	7		1,103	6%
Comm	57	528	158	288	35	28	4	1		1,099	6%
Ind			1	9	2	2	10	2	2	28	0.2%
Inst	6	20	8	30	10	13	6	3	1	97	0.5%
Lscp	7	61	49	120	11	9	5		1	268	1.4%
Total	3,778	13,445	599	570	71	70	37	13	4	18,587	
Percent by Size	20%	72%	3%	3%	0.4%	0.4%	0.2%	0.1%	0.02%	100%	

Single=Single Family; Multi=Multiple Family; Comm=Commercial; Ind=Industrial; Inst=Institutional; Lscp=Landscape

The projected number of water meters by size for FY16 – FY23 is shown below in Table 2-2. The number of 1-inch meters is projected to increase by 180 per year.

Meters Size (inches)	% of Total July 2016	July 2016	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
<=1	93%	17,223	17,223	17,403	17,583	17,763	17,943	18,123	18,303	18,483
1.5	3%	599	599	599	599	599	599	599	599	599
2	3%	570	570	570	570	570	570	570	570	570
3	0.4%	71	71	71	71	71	71	71	71	71
4	0.4%	70	70	70	70	70	70	70	70	70
6	0.2%	37	37	37	37	37	37	37	37	37
8	0.1%	13	13	13	13	13	13	13	13	13
10	0.02%	4	4	4	4	4	4	4	4	4
Total	100%	18,587	18,587	18,767	18,947	19,127	19,307	19,487	19,667	19,847
<i>Projected increase in meters <=1-inch</i>				<i>180</i>						

As of July 2016, approximately 93% of all meters are 1-inch or less in size. Another 6% are 1.5-inch or 2-inch meters. The remaining 1% are 3-inch or larger meters.

2.2 Conservation and Water Rates

The correlation between water conservation and water rates – once defined primarily by price-elasticity theory – has changed. Since issuance of Executive Order B-29-15 by the Governor of the State of California, water conservation has succeeded rapidly, largely without changes to water rates and water rate structures.²

Tiered water rates, long viewed as the best and only way to promote aggressive water conservation, were evaluated during preparation of the 2014 Water Rate Study. Tiered water rates were not implemented at that time because water use data for residential customers had not stabilized in response to meter-based (volumetric) billing.

At this time, it is recommended that the City postpone development of tiered water rates. This recommendation is based on the rationale summarized below.

- Water use data for residential customers has not stabilized in response to water use restrictions and penalties imposed by the State of California and the City;
- Recent court decisions demand a high standard of technical precision in the development of tiered water rates in terms of establishing tier breaks and costs related to each tier;
- Tiered water rates, once developed and implemented, must be revised if the substantive relationship between cost and benefit that formed the basis for the rates changes due to water conservation; and
- Aggressive water conservation is occurring in the City through implementation of a uniform rate and significant water rate increases.³

Note that had tiered water rates been developed, adopted and implemented in 2014, it is very likely that those rates, and the rate structure, would have required revision to conform to new legal requirements that have evolved out of recent case law.

² On April 1, 2015, the Governor issued Executive Order B-29-15 that, in part, directed the State Water Resources Control Board (State Board) to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 28, 2016.

³ Tiered water rates were recently litigated in the San Juan Capistrano water lawsuit (Capistrano Taxpayers Association v San Juan Capistrano) and the City of Palmdale v Palmdale Water District lawsuit.

2.3 Historic and Projected Water Demand

Metered water use, in units of million gallons (MG), by customer class for FY15 – FY23 is shown in Figure 2-1. Values for FY15 and FY16 represent actual use; values for FY17 and onward are projected. Note that the projections of water are those that are combined with rates associated with a “groundwater only” source of supply. The projections of water for a “groundwater plus surface water” source of supply are likely to be lower than those for a “groundwater only” source of supply because the higher rates associated with the surface water source of supply are likely to result in conservation of water.

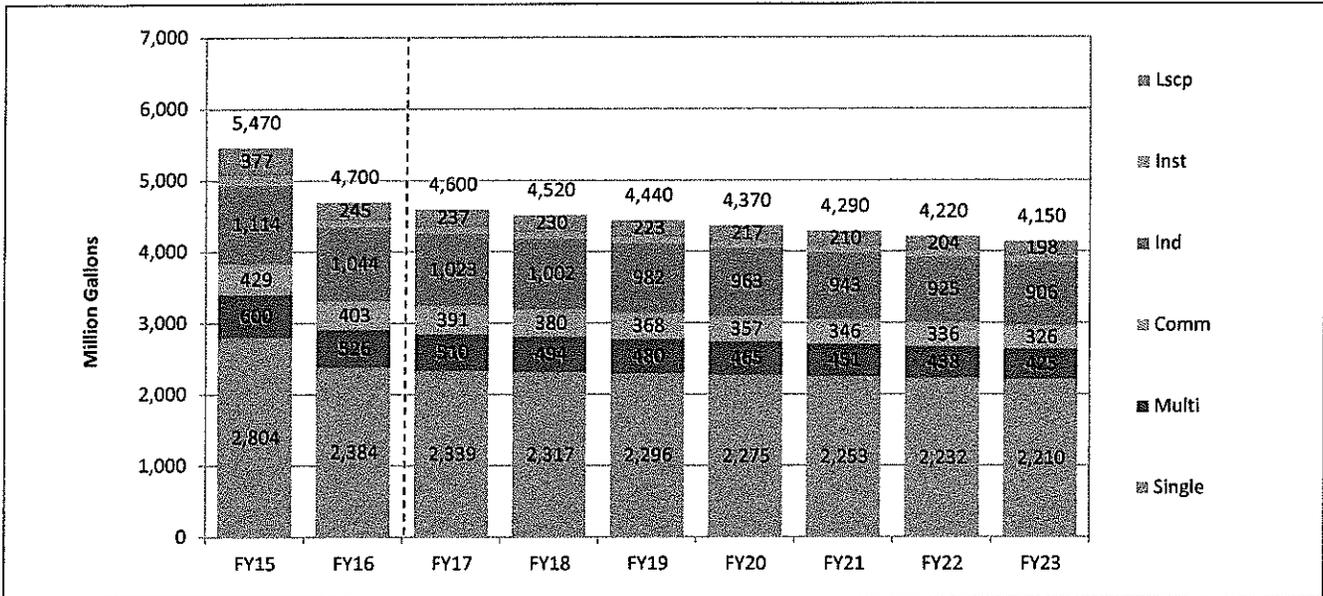


Figure 2-1. Metered Water Use by Customer Class

The annual percent reduction in metered water use, by customer class, for FY15 – FY23 is shown in Table 2-3.

	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Single	-15%	-15%	-2%	-1%	-1%	-1%	-1%	-1%	-1%
Multi	-6%	-12%	-3%	-3%	-3%	-3%	-3%	-3%	-3%
Comm	-11%	-6%	-3%	-3%	-3%	-3%	-3%	-3%	-3%
Ind	9%	-6%	-2%	-2%	-2%	-2%	-2%	-2%	-2%
Inst	-28%	-30%	-3%	-3%	-3%	-3%	-3%	-3%	-3%
Lscp	-18%	-35%	-3%	-3%	-3%	-3%	-3%	-3%	-3%
System Total	-10%	-14%	-2%	-2%	-2%	-2%	-2%	-2%	-2%

Single=Single Family; Multi=Multiple Family; Comm=Commercial; Ind=Industrial; Inst=Institutional; Lscp=Landscape

Detailed water use data for 2013, 2014, 2015 and 2016 are included in Table A-1, Table A-2, Table A-3, and Table A-4 in Appendix A. Summary data for 2013 – 2015 are in Table A-5 of Appendix A.

Calendar year data are used to prepare fiscal year values. Detailed water use data for FY14, FY15 and FY16 are included in Table A-6, Table A-7, and Table A-8 in Appendix A. The detailed calculation of projected water use for FY16 – FY23 is shown in Table A-9 in Appendix A.

Current projections of water use for FY16 – FY23 are lower than those in the 2014 Water Rate Study. Projected metered water use for FY16 – FY23 from the current and 2014 studies is shown in the figure below.

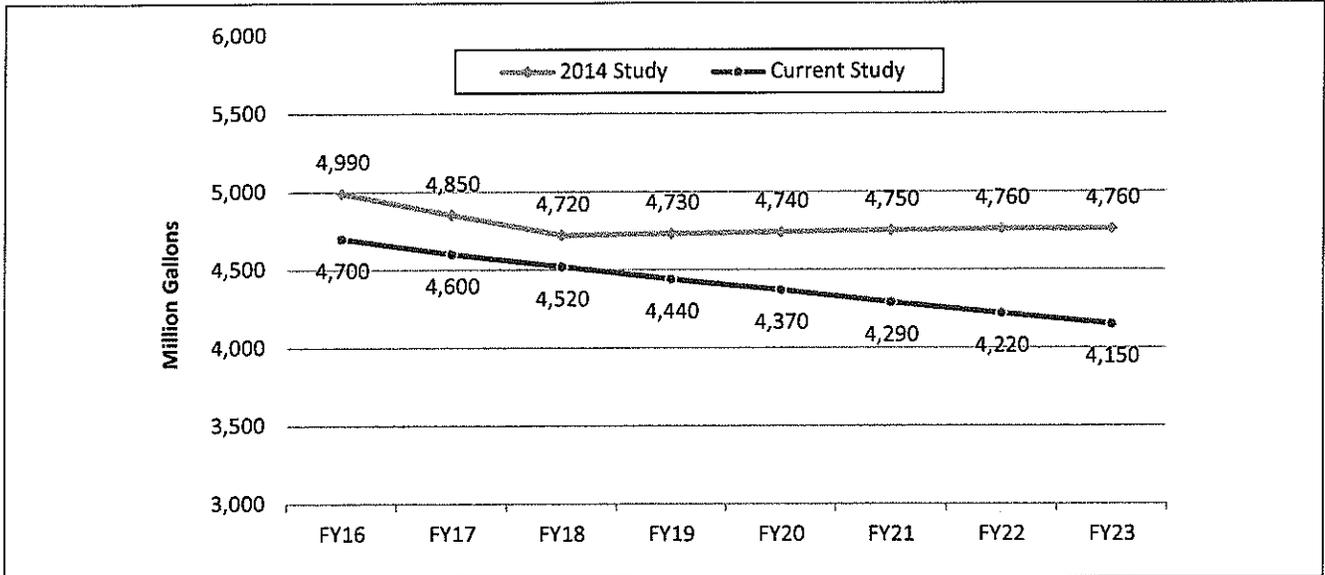


Figure 2-2. Projected Water Use Current Study v 2014 Study

Section 3

Water Rates - Groundwater Only

Source of Supply

Revenue, expenditures, reserve levels, water rates, and debt coverage for the water utility based on groundwater as the sole source of water supply are summarized in this section.

3.1 Evaluation Assumptions

Assumptions for this evaluation scenario (groundwater as the sole source of water supply) regarding revenues, expenditures, number of new connections, water use and water rates are summarized below.

Assumption 1. Projected growth in water accounts assumes 180 1-inch meter connections per year.

Assumption 2. Projected metered water use for FY17 is approximately 4,600 million gallons – a 25 percent decrease from FY14 actual use. Reductions in metered water use for FY18 – FY23 are projected to be 2 percent per year.

Assumption 3. Estimated capital improvement project expenditures for FY16 – FY23 for the City's water system are approximately \$44.8 million. Approximately \$27.5 million of that amount is for additional groundwater supply which would not be necessary if the surface water source of supply is developed.

Assumption 4. Annual debt service coverage tests for existing and new debt are projected to require Net Revenues equal to 120 percent of the estimated debt service. Water rates developed in this study are set to generate Net Revenues equal to 150 percent of the estimated debt service.

Assumption 5. The target reserve level for all fiscal years is 150 percent of annual operating expenditures. Rates are designed to exceed the target for FY17 – FY19 (the three years for which the City has adopted rates). Rates for FY20 – FY23 are designed to approach the target reserve level but might not meet the target in each of those years.

Assumption 6. Expenditures for salaries, benefits and insurance are projected to increase at an annual rate of 6%. Expenditures for other operating expenditures are projected to increase at an annual rate of 5%.

Assumption 7. Interest on cash reserves is projected at 0.8% per year.

Assumption 8. Water rates are the same as those developed in the 2014 Water Rate Study.

3.2 Cash Flow

Revenues and expenditures for the water utility based on groundwater as the sole source of water supply are summarized in the table below.

Table 3-1. 8-Year Cash Flow - Groundwater Only Source of Supply				
	1st Four Years FY16 - FY19	2nd Four Years FY20 - FY23	Total 8 Years FY16 - FY23	% of Totals
Beginning Balance	24,300,000	10,975,900	24,300,000	
Expenditures				
Operating	26,020,000	35,210,000	61,230,000	50%
Capital	22,510,000	22,250,000	44,760,000	37%
Debt Service	8,120,000	8,120,000	16,240,000	13%
Total	56,650,000	65,580,000	122,230,000	100%
Revenues				
Commodity Charges	12,210,000	17,860,000	30,070,000	28%
Service Charges	27,480,000	42,890,000	70,370,000	65%
Account Charges	2,710,000	4,240,000	6,950,000	6%
Other	925,900	566,900	1,492,800	1%
Total	43,325,900	65,556,900	108,882,800	100%
Ending Balance	10,975,900	10,952,800	10,952,800	
Add / (Use) Fund Balance	(13,324,100)	(23,100)	(13,347,200)	

Detailed data for this scenario are summarized in the following tables located in Appendix B:

- Table B-1, Expenditures – Annual expenditures for FY16 and FY17 are from the 2015-2016 and 2016-2017 Adopted Budget; annual expenditures for FY18 through FY23 are projected;
- Table B-2, Cash Flow and Debt Service Coverage – Annual revenues, expenditures, reserve levels, and debt service coverage for FY16 through FY23;
- Table B-3, Recommended and Projected Water Rates – Water rates and the percent increase in rates for FY16 through FY23;
- Table B-4, Revenue from Water Rates – Revenue from water for FY16 through FY23; and
- Table B-5, Capital Improvement Program – Annual Capital Improvement Program projects for FY16 through FY23.

3.3 Cash Flow, Single Family Monthly Bill Increases and Debt Service Coverage

The impact of projected rate increases on monthly bills (represented by the percent increase in Single Family monthly bills), debt service coverage ratios and cash flow are shown in the figure below.

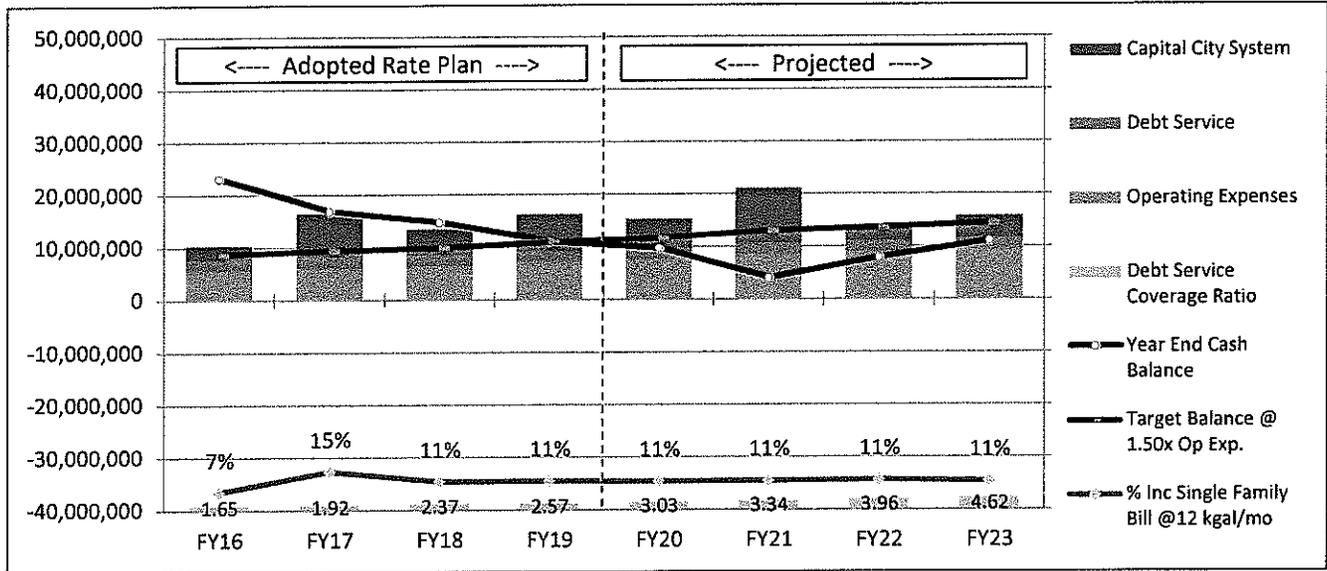


Figure 3-1. Monthly Bills, Debt Coverage and Cash Flow - Groundwater Only Source of Supply

3.4 Water Rates

Water rates were developed that would meet revenue requirements, satisfy debt service coverage requirements with a ratio of 1.50x and satisfy target reserve requirements of 1.50 times annual operating expenditures as explained in the list of assumptions. Projected rates are listed in the table below. Rates would be effective January 1 of each year.

effective date > fiscal year >	Five-Year Rate Plan									
	Implemented			Adopted			Projected			
	7/1/2014 FY15	1/1/2015 FY15	1/1/2016 FY16	1/1/2017 FY17	1/1/2018 FY18	1/1/2019 FY19	1/1/2020 FY20	1/1/2021 FY21	1/1/2022 FY22	1/1/2023 FY23
Commodity Charge, \$ per 1,000 gallons										
Single/Multi Residential	\$0.48	\$0.57	\$0.63	\$0.74	\$0.84	\$0.94	\$1.04	\$1.15	\$1.28	\$1.42
Commercial/Industrial/Institutional	\$0.37	\$0.43	\$0.46	\$0.54	\$0.60	\$0.67	\$0.74	\$0.83	\$0.92	\$1.02
Landscape	\$0.51	\$0.60	\$0.65	\$0.75	\$0.84	\$0.94	\$1.04	\$1.15	\$1.29	\$1.43
Capacity Charge, \$ per meter per month										
1" or less	\$17.50	\$20.00	\$21.20	\$24.10	\$26.50	\$29.40	\$32.60	\$36.20	\$40.30	\$44.70
1-1/2"	\$35.00	\$40.00	\$42.40	\$48.20	\$53.00	\$58.80	\$65.20	\$72.40	\$80.60	\$89.40
2"	\$56.00	\$64.00	\$67.90	\$77.20	\$84.80	\$94.10	\$105.00	\$116.00	\$129.00	\$144.00
3"	\$123	\$140	\$149	\$169	\$186	\$206	\$229	\$254	\$283	\$313
4"	\$210	\$240	\$255	\$290	\$318	\$353	\$392	\$435	\$484	\$537
6"	\$438	\$500	\$530	\$603	\$663	\$735	\$815	\$905	\$1,008	\$1,118
8"	\$840	\$960	\$1,018	\$1,157	\$1,272	\$1,412	\$1,565	\$1,738	\$1,935	\$2,146
10"	\$1,330	\$1,520	\$1,612	\$1,832	\$2,014	\$2,235	\$2,478	\$2,752	\$3,063	\$3,398
Customer Charge, \$ per account per month	\$2.20	\$2.50	\$2.60	\$3.00	\$3.30	\$3.60	\$4.00	\$4.50	\$5.00	\$5.50

Section 4

Water Rates - Groundwater & Surface Water Sources of Supply

The City of Turlock and the City of Ceres are members of the Stanislaus Regional Water Authority (SRWA). The SRWA, in collaboration with Turlock Irrigation District (TID), are working towards developing a surface water treatment plant that would treat raw water from the Tuolumne River and deliver potable water to the members of the SRWA.

The SRWA has contracted with a consulting engineer, West Yost Associates, to provide program management services for the development of the Surface Water Supply Project (SWSP). At this time, West Yost Associates has not developed a design or schedule for the revised project; therefore, updated cost estimates for the project are not available.

While revenue, expenditures, reserve levels, water rates, and debt coverage for the water utility based on groundwater and surface water as the sources of water supply are summarized in this section, the estimated cost of the project date back to 2009 for an earlier design that included the City of Modesto as a project partner.

It is anticipated that a revised cost estimate based on an updated design and schedule will be available in early 2017. At that time, an updated analysis of the impact of the SWSP to Turlock's water rates will be developed. The analysis will show the impact of the new design, revised schedule, updated construction costs, as well as the withdrawal of the City of Modesto from the Joint Powers Authority.

4.1 Evaluation Assumptions

Assumptions for this evaluation scenario (groundwater and surface water as the sources of water supply) regarding revenues, expenditures, number of new connections, water use and water rates are summarized below.

Assumption 1. Projected growth in water accounts assumes 180 1-inch meter connections per year.

Assumption 2. Projected metered water use for FY17 is approximately 4,600 million gallons – a 25 percent decrease from FY14 actual use. Reductions in metered water use for FY18 – FY23 are projected to be 2 percent per year.

Assumption 3. Estimated capital improvement project expenditures for FY16 – FY23 for the City's water system are approximately \$17.3 million.

Assumption 4. Preliminary estimates for the Regional Surface Water System Project place the City's financial obligation for this project at \$68 million. In addition, improvements to the City's system to accept this water source (terminal control facilities) are estimated to be \$20 million. Approximately \$19.4 million of the \$88 million capital expenditures (22%) are projected to be cash funded.

Assumption 5. Annual debt service coverage tests for existing and new debt are projected to require Net Revenues equal to 120 percent of the estimated debt service. Water rates developed in this study are set to generate Net Revenues equal to 150 percent of the estimated debt service.

Assumption 6. The target reserve level for all fiscal years is 150 percent of annual operating expenditures. Rates are designed to exceed the target for FY16 – FY19 (the four years for which the City has adopted rates). Rates for FY20 – FY23 are designed to approach the target reserve level but might not meet the target in any, or all, of those years.

Assumption 7. Expenditures for salaries, benefits and insurance are projected to increase at an annual rate of 6%. Expenditures for other operating expenditures are projected to increase at an annual rate of 5%.

Assumption 8. Interest on cash reserves is projected at 0.8% per year.

Assumption 9. Water rates are based on “across-the-board” percentage increases that are intended to maintain the cost of service relationship for each rate structure component – Commodity charges, Capacity charges and Customer charges.

4.2 Cash Flow

Revenues and expenditures for the water utility based on groundwater and surface water as the sources of water supply are summarized in the table below.

Table 4-1. 8-Year Cash Flow - Groundwater & Surface Water Sources of Supply				
	1st Four Years FY16 - FY19	2nd Four Years FY20 - FY23	Total 8 Years FY16 - FY23	% of Totals
Beginning Balance	24,300,000	17,905,300	24,300,000	
Expenditures				
Operating	25,870,000	43,020,000	68,890,000	47%
Capital	18,520,000	18,160,000	36,680,000	25%
Debt Service	10,850,000	29,960,000	40,810,000	28%
Total	55,240,000	91,140,000	146,380,000	100%
Revenues				
Commodity Charges	13,190,000	26,250,000	39,440,000	28%
Service Charges	31,590,000	59,550,000	91,140,000	65%
Account Charges	3,090,000	5,740,000	8,830,000	6%
Other	975,300	773,100	1,748,400	1%
Total	48,845,300	92,313,100	141,158,400	100%
Ending Balance	17,905,300	19,078,400	19,078,400	
Add / (Use) Fund Balance	(6,394,700)	1,173,100	(5,221,600)	

Detailed data for this scenario are summarized in the following tables located in Appendix C:

- Table C-1, Expenditures – Annual expenditures for FY16 and FY17 are from the 2015-2016 and 2016-2017 Adopted Budget; annual expenditures for FY18 through FY23 are projected;
- Table C-2, Cash Flow and Debt Service Coverage – Annual revenues, expenditures, reserve levels, and debt service coverage for FY16 through FY23;
- Table C-3, Recommended and Projected Water Rates – Water rates and the percent increase in rates for FY16 through FY23;
- Table C-4, Revenue from Water Rates – Revenue from water for FY16 through FY23; and
- Table C-5, Regional Surface Water System Project costs allocated to the City of Turlock.

4.3 Cash Flow, Single Family Monthly Bill Increases and DSC

The impact of projected rate increases on monthly bills (represented by the percent increase in Single Family monthly bills), debt service coverage ratios and cash flow are shown in the figure below.

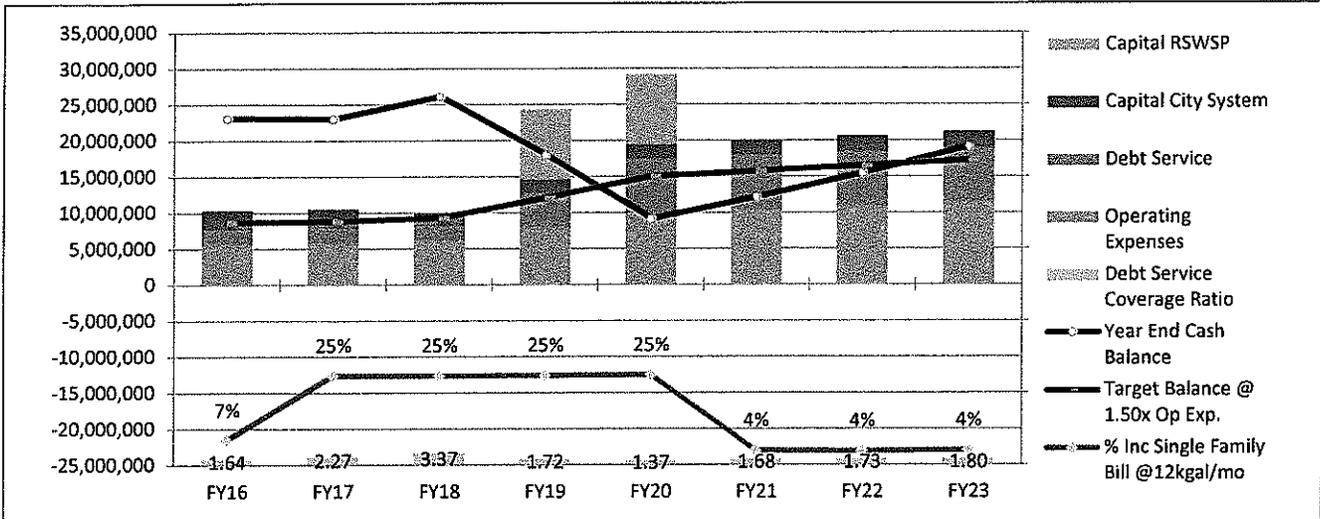


Figure 4-1. Monthly Bills, DSC and Cash Flow – Groundwater & Surface Water Sources of Supply

4.4 Water Rates

Water rates were developed that would meet revenue requirements, satisfy debt service coverage requirements with a ratio of 1.50x (for all years except FY20) and satisfy target reserve requirements of 1.50 times annual operating expenditures for all years except FY20 – FY22 as explained in the list of assumptions. Projected rates are listed in the table below. Rates would be effective January 1 of each year.

Table 4-2. Projected Water Rates – Groundwater & Surface Water Sources of Supply

	Past	Current	Recommended				Projected			
	effective date > 7/1/2014 fiscal year >	1/1/2015 FY15	1/1/2016 FY16	1/1/2017 FY17	1/1/2018 FY18	1/1/2019 FY19	1/1/2020 FY20	1/1/2021 FY21	1/1/2022 FY22	1/1/2023 FY23
Commodity Charge, \$ per 1,000 gallons										
Single/Multi Residential	\$0.48	\$0.57	\$0.63	\$0.81	\$1.05	\$1.36	\$1.76	\$1.83	\$1.90	\$1.98
Commercial/Industrial/Institutional	\$0.37	\$0.43	\$0.46	\$0.58	\$0.74	\$0.94	\$1.19	\$1.24	\$1.29	\$1.34
Landscape	\$0.51	\$0.60	\$0.65	\$0.82	\$1.03	\$1.29	\$1.62	\$1.68	\$1.75	\$1.82
Capacity Charge, \$ per meter per month										
1" or less	\$17.50	\$20.00	\$21.20	\$26.20	\$32.30	\$39.80	\$49.10	\$51.10	\$53.10	\$55.20
1-1/2"	\$35.00	\$40.00	\$42.40	\$52.30	\$64.50	\$79.60	\$98.20	\$102.10	\$106.20	\$110.40
2"	\$56.00	\$64.00	\$67.90	\$84.00	\$104.00	\$128.00	\$158.00	\$164.00	\$171.00	\$178.00
3"	\$123	\$140	\$149	\$184	\$227	\$280	\$345	\$359	\$373	\$388
4"	\$210	\$240	\$255	\$315	\$389	\$480	\$592	\$616	\$641	\$667
6"	\$438	\$500	\$530	\$654	\$807	\$995	\$1,227	\$1,276	\$1,327	\$1,380
8"	\$840	\$960	\$1,018	\$1,256	\$1,549	\$1,911	\$2,357	\$2,451	\$2,549	\$2,651
10"	\$1,330	\$1,520	\$1,612	\$1,988	\$2,452	\$3,025	\$3,731	\$3,880	\$4,035	\$4,196
Customer Charge, \$ per account per month	\$2.20	\$2.50	\$2.60	\$3.20	\$3.90	\$4.80	\$5.90	\$6.10	\$6.30	\$6.60



Section 5

Limitations

This document was prepared solely for the City of Turlock in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Turlock and Municipal Financial Services. This document is governed by the specific scope of work authorized by the City of Turlock by Agreement; it is not intended to be relied upon by any other party. We have relied on information or instructions provided by the City of Turlock and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Appendix A: Water Use Data

Appendix B: Water Rate Development Tables – Groundwater Only Source of Supply

Appendix C: Water Rate Development Tables – Groundwater & Surface Water Sources of Supply
