

City Council Agenda



OCTOBER 23, 2012

7:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



**Mayor
John S. Lazar**

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

Council Members
William DeHart, Jr. **Amy Bublak**
Forrest White **Mary Jackson**
 Vice Mayor

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: None

3. A. SPECIAL BRIEFINGS

1. TEEN ADVISORY COUNCIL

2. CALIFORNIA STATE UNIVERSITY STANISLAUS:

Tomara Hall, Associated Students, Inc. Governmental Affairs Administrator

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and the Council does not endorse the religious beliefs or views of this, or any other, invocation speaker.

B. STAFF UPDATES: None

C. PUBLIC PARTICIPATION:

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

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

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

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 9/20/12 in the amount of \$2,324,991.50; Demands of 9/27/12 in the amount of \$647,319.06
- B. Motion: Accepting Minutes of Regular Meeting of October 9, 2012
- C.
 1. Motion: Approving Contract Change Order No. 5 (Final) in the decreased amount of (\$13,556.80) (Fund 305) for City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements," bringing the contract total to \$1,143,927.96
 2. Motion: Accepting improvements for City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Authorizing the City Manager to sign an agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation, Financial Status Reports and Milestone Status Reports, in an amount not to exceed \$60,548
- E. Resolution: Approving a High Efficiency Toilet and Clothes Washer Replacement Rebate Program
- F. Motion: Approving an agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the Annual Christmas Parade on Friday, December 7, 2012
- G. Motion: Approving an agreement between California State University Stanislaus and the City of Turlock for utilizing college interns within the Turlock Police Department
- H. Motion: Approving a facilities management agreement between the City of Turlock and the Turlock Regional Aviation Association for facilities management of the Turlock Municipal Airport and authorizing the City Manager to execute agreement and all related documents

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- I. Resolution: Appropriating \$6,711 to account number 240-00-000-201.44030_013 "Minor Equipment-BCH Repairs & Improvements" from Fund 240 "Small Equipment Replacement-BCH Repairs & Improvements" reserve balance for the replacement of a security card printer and security cards compatible with the Public Safety Facility security system
 - J. Resolution: Approving a one (1) year agreement with Marcum LLP in an amount not to exceed \$62,500 to provide professional, external auditing services and appropriating \$12,500 to account number 110-10-106.43055_002 "Consultant – Audit" to supplement amounts previously budgeted for services

6. **FINAL READINGS:**

- A. **Recommended Action**
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding speed limits as introduced at the October 9, 2012 meeting

7. **PUBLIC HEARINGS:**

- A. Request to rescind Resolution No. 2010-192 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700). (*Weaver*)

Recommended Action

Resolution: Rescinding Resolution No. 2010-192 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700)

8. **SCHEDULED MATTERS:**

- A. Request to approve a five (5) year Lease Agreement between the City of Turlock as the Housing Successor Agency and Haven Women's Center of Stanislaus for the Housing Successor Agency owned building located at 301 Starr Avenue, Turlock for the purposes of Haven Women's Center to provide services to the Turlock Community as depicted in Exhibit A. (*Pitt*)

Recommended Action

Motion: Approving a five (5) year Lease Agreement between the City of Turlock as the Housing Successor Agency and Haven Women's Center of Stanislaus for the Housing Successor Agency owned building located at 301 Starr Avenue, Turlock for the purposes of Haven Women's Center to provide services to the Turlock Community as depicted in Exhibit A

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(b)
Potential Cases: (1case)

B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Phil Lancaster
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Redevelopment, Community Housing Services Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 9/20/12 IN THE AMOUNT OF }
\$2,324,991.50; DEMANDS OF 9/27/12 IN }
THE AMOUNT OF \$647,319.06 }
_____ }

RESOLUTION NO. 2012-

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:
9/20/12	\$2,324,991.50
9/27/12	\$647,319.06

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

5A1

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
90238	09/18/2012	Open			Utility Management Refund	ABBASI, SHARILE	\$31.65		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$31.65	
90239	09/18/2012	Open			Utility Management Refund	BENGE, JUSTIN	\$16.30		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$16.30	
90240	09/18/2012	Open			Utility Management Refund	CONRADO, JOANNA	\$31.65		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$31.65	
90241	09/18/2012	Open			Utility Management Refund	JIMENEZ, JAIME	\$214.36		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$214.36	
90242	09/18/2012	Open			Utility Management Refund	LOOP, SOPHIA, D	\$216.93		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$216.93	
90243	09/18/2012	Open			Utility Management Refund	SUNGATE REALTY	\$132.95		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$132.95	
90244	09/20/2012	Open			Accounts Payable	A & A PORTABLES INC	\$803.71		
	Paying Fund			Cash Amount					
	301 - Capital Improvement			301.11000 (Cash)				\$803.71	
90245	09/20/2012	Open			Accounts Payable	ACCOUNTEMPMS INC	\$437.25		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$218.62	
	420 - WATER			420.11000 (Cash)				\$218.63	
90246	09/20/2012	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$24.75	
90247	09/20/2012	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	\$260.00		

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

Paying Fund	Cash Amount	Amount
90248	410 - WATER QUALITY CONTROL (WQC) 09/20/2012 Open	\$260.00
	Accounts Payable	ARMOR FIRE EXTINGUISHER
	Paying Fund	\$187.91
90249	110 - General Fund 09/20/2012 Open	\$31.55
	Accounts Payable	AT&T/SBC
	Paying Fund	\$187.91
90250	110 - General Fund 09/20/2012 Open	\$31.55
	Accounts Payable	BOBO CONSTRUCTIONS INC
	Paying Fund	\$152,982.86
90251	305 - Capital Facility Fees 09/20/2012 Open	\$152,982.86
	Accounts Payable	BUREAU VERITAS NO AMERICA
	Paying Fund	\$3,016.78
90252	405 - Building 09/20/2012 Open	\$3,016.78
	Accounts Payable	CAROLLO ENGINEERS
	Paying Fund	\$3,498.20
90253	410 - WATER QUALITY CONTROL (WQC) 09/20/2012 Open	\$3,498.20
	Accounts Payable	CEN CAL FIRE SYSTEMS INC
	Paying Fund	\$20,287.80
90254	305 - Capital Facility Fees 09/20/2012 Open	\$20,287.80
	Accounts Payable	CENTRAL VALLEY COMMUNITY BANK
	Paying Fund	\$2,918.52
90255	305 - Capital Facility Fees 09/20/2012 Open	\$2,918.52
	Accounts Payable	CENTRAL VALLEY CONCRETE
	Paying Fund	\$574.46
90256	217 - Streets - Gas Tax 09/20/2012 Open	\$574.46
	Accounts Payable	CHARTER COMMUNICATIONS
	Paying Fund	\$1,214.96
90257	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 09/20/2012 Open	\$49.99 \$164.97 \$1,000.00
	Accounts Payable	COMBINED BENEFITS ADMIN C
	Paying Fund	\$101,039.44
90258	511 - Health Insurance 09/20/2012 Open	\$101,039.44
	Accounts Payable	COUNTY BANK VISA
	Paying Fund	\$3,130.20

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

90259	110 - General Fund		110.11000 (Cash)			\$2,981.20
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$149.00
	09/20/2012	VOIDED	INCORRECT ENTRY	Accounts Payable	DAVIDOVITZ & BENNETT LLP	\$1,785.00
	Paying Fund		Cash Amount			Amount
90260	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	DULEY'S LANDSCAPING INC	\$1,785.00
	Paying Fund		Cash Amount			Amount
90261	305 - Capital Facility Fees	Open	305.11000 (Cash)	Accounts Payable	ENNIS PAINT INC	\$26,425.67
	Paying Fund		Cash Amount			Amount
90262	217 - Streets - Gas Tax	Open	217.11000 (Cash)	Accounts Payable	FARIA, JAMIE	\$426.00
	Paying Fund		Cash Amount			Amount
90263	104 - Payroll Clearing Fund	Open	104.11000 (Cash)	Accounts Payable	FIRST TRANSIT INC	\$427.50
	Paying Fund		Cash Amount			Amount
90264	425 - Transit - Dial A Ride	Open	425.11000 (Cash)	Accounts Payable	FLINT TRADING INC.	\$9,465.74
	Paying Fund		Cash Amount			Amount
90265	217 - Streets - Gas Tax	Open	217.11000 (Cash)	Accounts Payable	FRANCHISE TAX BOARD	\$5,855.46
	Paying Fund		Cash Amount			Amount
90266	104 - Payroll Clearing Fund	Open	104.11000 (Cash)	Accounts Payable	GEOANALYTICAL LAB INC	\$42.59
	Paying Fund		Cash Amount			Amount
90267	420 - WATER	Open	420.11000 (Cash)	Accounts Payable	GOLDEN STATE STEEL INC	\$73.50
	Paying Fund		Cash Amount			Amount
90268	305 - Capital Facility Fees	Open	305.11000 (Cash)	Accounts Payable	GOMES PROPANE	\$26,266.72
	Paying Fund		Cash Amount			Amount
90269	217 - Streets - Gas Tax	Open	217.11000 (Cash)	Accounts Payable	GRAHAM PREWETT INC	\$80.32
	Paying Fund		Cash Amount			Amount

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

Paying Fund	Cash Amount	Amount
90270	305.11000 (Cash)	\$142,681.50
09/20/2012	Accounts Payable	HARDER'S PRINT SHOP INC
Paying Fund	Cash Amount	Amount
90271	410.11000 (Cash)	\$848.27
09/20/2012	Accounts Payable	HOLT OF CALIFORNIA INC
Paying Fund	Cash Amount	Amount
90272	110.11000 (Cash)	\$93.42
09/20/2012	Accounts Payable	HONDA KAWASAKI OF MODESTO
Paying Fund	Cash Amount	Amount
90273	266.11000 (Cash)	\$429.50
09/20/2012	Accounts Payable	ITRON INC
Paying Fund	Cash Amount	Amount
90274	420.11000 (Cash)	\$912.46
09/20/2012	Accounts Payable	JARVIS FAY & DOPORTO LLP
Paying Fund	Cash Amount	Amount
90275	110.11000 (Cash)	\$3,974.99
09/20/2012	Accounts Payable	JOHN DEERE LANDSCAPE
Paying Fund	Cash Amount	Amount
90276	110.11000 (Cash)	\$421.59
09/20/2012	Accounts Payable	JUSTUS LAWNMOWER SHOP INC
Paying Fund	Cash Amount	Amount
90277	246.11000 (Cash)	\$1,083.58
09/20/2012	Accounts Payable	KEY SEAL PRODUCTS INC
Paying Fund	Cash Amount	Amount
90278	217.11000 (Cash)	\$509.63
09/20/2012	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC
Paying Fund	Cash Amount	Amount
90279	415.11000 (Cash)	\$1,999.75
09/20/2012	Accounts Payable	LINCOLN EQUIPMENT INC
Paying Fund	Cash Amount	Amount
90280	110.11000 (Cash)	\$556.03
09/20/2012	Accounts Payable	LVI FACILITY SERVICES
Paying Fund	Cash Amount	Amount

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

90281	305 - Capital Facility Fees	09/20/2012	Open	305.11000 (Cash)	Accounts Payable	MACHADO, LUIS	\$138,032.10	
	Paying Fund			Cash Amount			Amount	\$114.00
90282	501 - Information Technology	09/20/2012	Open	501.11000 (Cash)	Accounts Payable	MARK III CONSTRUCTION INC	\$174.00	\$17,001.00
	Paying Fund			Cash Amount			Amount	
90283	305 - Capital Facility Fees	09/20/2012	Open	305.11000 (Cash)	Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$17,001.00	\$3,873.75
	Paying Fund			Cash Amount			Amount	
90284	405 - Building	09/20/2012	Open	405.11000 (Cash)	Accounts Payable	NEW WORLD SYSTEM CORP	\$3,873.75	\$2,930.88
	Paying Fund			Cash Amount			Amount	
90285	240 - Small Equipment Replacement	09/20/2012	Open	240.11000 (Cash)	Accounts Payable	P G & E	\$1,710.07	\$5,046.44
	Paying Fund			Cash Amount			Amount	
90286	110 - General Fund	09/20/2012	Open	110.11000 (Cash)	Accounts Payable	PACIFIC STORAGE COMPANY	\$184.69	\$222.00
	Paying Fund			Cash Amount			Amount	
90287	217 - Streets - Gas Tax	09/20/2012	Open	217.11000 (Cash)	Accounts Payable	PATRIAS ELEC CONT, DARRAL	\$8.11	\$406,032.71
	Paying Fund			Cash Amount			Amount	
90288	410 - WATER QUALITY CONTROL (WQC)	09/20/2012	Open	410.11000 (Cash)	Accounts Payable	PRECISION CUSTOM WIRING	\$179.67	\$2,838.84
	Paying Fund			Cash Amount			Amount	
90289	426 - Transit - BLAST	09/20/2012	Open	426.11000 (Cash)	Accounts Payable	PRESORT CTR STOCKTON INC	\$13.72	\$9,373.93
	Paying Fund			Cash Amount			Amount	
90290	505 - Fleet	09/20/2012	Open	505.11000 (Cash)	Accounts Payable	RAY MORGAN COMPANY	\$4,660.25	\$3,714.48
	Paying Fund			Cash Amount			Amount	
90291	110 - General Fund	09/20/2012	Open	110.11000 (Cash)	Accounts Payable		\$222.00	
	Paying Fund			Cash Amount			Amount	
90292	305 - Capital Facility Fees	09/20/2012	Open	305.11000 (Cash)	Accounts Payable		\$406,032.71	
	Paying Fund			Cash Amount			Amount	
90293	112 - Capital Purchases	09/20/2012	Open	112.11000 (Cash)	Accounts Payable		\$2,838.84	
	Paying Fund			Cash Amount			Amount	
90294	110 - General Fund	09/20/2012	Open	110.11000 (Cash)	Accounts Payable		\$3,298.32	
	Paying Fund			Cash Amount			Amount	
90295	410 - WATER QUALITY CONTROL (WQC)	09/20/2012	Open	410.11000 (Cash)	Accounts Payable		\$3,037.80	
	Paying Fund			Cash Amount			Amount	
90296	420 - WATER	09/20/2012	Open	420.11000 (Cash)	Accounts Payable		\$3,037.81	
	Paying Fund			Cash Amount			Amount	

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$3,165.72
205 - Sports Facilities	205.11000 (Cash)	\$24.83
217 - Streets - Gas Tax	217.11000 (Cash)	\$3.99
246 - Landscape Assessment	246.11000 (Cash)	\$3.99
405 - Building	405.11000 (Cash)	\$36.73
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$252.41
420 - WATER	420.11000 (Cash)	\$1.65
502 - Engineering	502.11000 (Cash)	\$225.16
09/20/2012 Open	Accounts Payable	REED INC, GEORGE
90291	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$261,184.73
09/20/2012 Open	Accounts Payable	SANTA FE AGGREGATES INC
90292	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$326.35
09/20/2012 Open	Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION
90293	Cash Amount	Amount
415 - Sewer Bond Projects	415.11000 (Cash)	\$207,100.00
09/20/2012 Open	Accounts Payable	SMART INDUSTRY PRODUCTS
90294	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$812.50
217 - Streets - Gas Tax	217.11000 (Cash)	\$812.50
246 - Landscape Assessment	246.11000 (Cash)	\$812.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$812.50
09/20/2012 Open	Accounts Payable	SOUTHWEST SCHOOL &
90295	Cash Amount	Amount
270 - Recreation Grants	270.11000 (Cash)	\$1,872.25
09/20/2012 Open	Accounts Payable	SPRINT
90296	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,927.11
205 - Sports Facilities	205.11000 (Cash)	\$93.96
217 - Streets - Gas Tax	217.11000 (Cash)	\$103.61
246 - Landscape Assessment	246.11000 (Cash)	\$20.12
270 - Recreation Grants	270.11000 (Cash)	\$32.16
405 - Building	405.11000 (Cash)	\$53.11
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$203.76
420 - WATER	420.11000 (Cash)	\$157.66

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

90297	426 - Transit - BLAST	426.11000 (Cash)	\$68.23
	502 - Engineering	502.11000 (Cash)	\$416.88
	505 - Fleet	505.11000 (Cash)	\$54.89
	09/20/2012 Open	Accounts Payable	STANISLAUS COUNCIL OF GOV
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$2,663.00
90298	09/20/2012 Open	Accounts Payable	SUPPORT PAYMENT CLEARING
	Paying Fund	Cash Amount	Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)	\$440.13
	110 - General Fund	110.11000 (Cash)	(\$1.00)
90299	09/20/2012 Open	Accounts Payable	T I D
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$14,979.96
	216 - Streets - Local Transportation	216.11000 (Cash)	\$27,486.38
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$130,442.80
	420 - WATER	420.11000 (Cash)	\$48,060.16
90300	09/20/2012 Open	Accounts Payable	TARLTON & SON INC
	Paying Fund	Cash Amount	Amount
	305 - Capital Facility Fees	305.11000 (Cash)	\$190,486.35
90301	09/20/2012 Open	Accounts Payable	TID
	Paying Fund	Cash Amount	Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$970.00
90302	09/20/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$200,000.00
90303	09/20/2012 Open	Accounts Payable	TURLOCK UNIFIED
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$225.00
90304	09/20/2012 Open	Accounts Payable	UNION PACIFIC RAILROAD
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$403.55
90305	09/20/2012 Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$182.48
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$42.90
	420 - WATER	420.11000 (Cash)	\$32.01
90306	09/20/2012 Open	Accounts Payable	US BANK VISA
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$44,625.76

Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$18,609.49
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$467.40
205 - Sports Facilities	205.11000 (Cash)	\$5,942.80
215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$293.96
216 - Streets - Local Transportation	216.11000 (Cash)	\$444.53
217 - Streets - Gas Tax	217.11000 (Cash)	\$2,785.52
226 - Traffic Tax	226.11000 (Cash)	\$172.60
246 - Landscape Assessment	246.11000 (Cash)	\$2,569.99
266 - Police Services Grants	266.11000 (Cash)	\$767.31
270 - Recreation Grants	270.11000 (Cash)	\$1,509.08
405 - Building	405.11000 (Cash)	\$228.99
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$7,511.70
413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	\$221.25
420 - WATER	420.11000 (Cash)	\$1,190.43
425 - Transit - Dial A Ride	425.11000 (Cash)	\$437.47
501 - Information Technology	501.11000 (Cash)	\$404.75
502 - Engineering	502.11000 (Cash)	\$1,068.49
90307	Accounts Payable	\$31,051.66
	ZALREICH CHEMICAL CO INC	
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$31,051.66
90308	Accounts Payable	\$392.00
	AMERICAN RIVER COLLEGE	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$392.00
90309	Accounts Payable	\$148.00
	BURKE, JULIE	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$148.00
90310	Accounts Payable	\$3,856.72
	CAL JAX, INC.	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$3,856.72
90311	Accounts Payable	\$500.00
	CITY OF SANTA ANA	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
90312	Accounts Payable	\$260.17
	CRAY, AUDREY	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$260.17
90313	Accounts Payable	\$370.00
	FRANCHISE TAX BOARD	

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Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$371.50
110 - General Fund	110.11000 (Cash)	(\$1.50)
09/20/2012 Open	Accounts Payable GALLO, VERONICA	\$460.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$460.00
09/20/2012 Open	Accounts Payable GARCIA, RAUL	\$580.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$580.00
09/20/2012 Open	Accounts Payable GILLEY, JERI	\$148.00
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$74.00
420 - WATER	420.11000 (Cash)	\$74.00
09/20/2012 Open	Accounts Payable HALL, DAVID	\$150.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$150.00
09/20/2012 Open	Accounts Payable HAMLOW, CARL	\$500.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
09/20/2012 Open	Accounts Payable HYATT REGENCY NEWPORT BEACH	\$282.72
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$282.72
09/20/2012 Open	Accounts Payable INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS	\$125.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$125.00
09/20/2012 Open	Accounts Payable LEVOC	\$665.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$665.00
09/20/2012 Open	Accounts Payable LOHMAN, TIM	\$20.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$20.00
09/20/2012 Open	Accounts Payable MADDEN, DAN	\$253.03
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$253.03
09/20/2012 Open	Accounts Payable MCMILHELK, QUERAY	\$87.98
Paying Fund	Cash Amount	Amount

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90325	110 - General Fund	110.11000 (Cash)							\$87.98
	09/20/2012	Open	Accounts Payable	MORGAN, BETH					
	Paying Fund	Cash Amount							\$148.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$74.00
	420 - WATER	420.11000 (Cash)							\$74.00
90326	09/20/2012	Open	Accounts Payable	PACKWOOD, KAIN					\$1,279.69
	Paying Fund	Cash Amount							
90327	110 - General Fund	110.11000 (Cash)							\$1,279.69
	09/20/2012	Open	Accounts Payable	RODRIGUEZ, JOSEPH					
	Paying Fund	Cash Amount							\$580.00
90328	110 - General Fund	110.11000 (Cash)							\$580.00
	09/20/2012	Open	Accounts Payable	SANDOVAL, CIDALIA					
	Paying Fund	Cash Amount							\$70.00
90329	110 - General Fund	110.11000 (Cash)							\$70.00
	09/20/2012	Open	Accounts Payable	SELLERS, VICTORIA					
	Paying Fund	Cash Amount							\$85.00
90330	110 - General Fund	110.11000 (Cash)							\$85.00
	09/20/2012	Open	Accounts Payable	SILVEIRA, JAMES					
	Paying Fund	Cash Amount							\$222.00
90331	110 - General Fund	110.11000 (Cash)							\$222.00
	09/20/2012	Open	Accounts Payable	TORRES, JOVITA					
	Paying Fund	Cash Amount							\$300.00
90332	110 - General Fund	110.11000 (Cash)							\$300.00
	09/20/2012	Open	Accounts Payable	WEAVER, KELLIE					
	Paying Fund	Cash Amount							\$149.87
90333	110 - General Fund	110.11000 (Cash)							\$149.87
	09/20/2012	Open	Accounts Payable	YANG, MARY, LEE					
	Paying Fund	Cash Amount							\$500.00
	110 - General Fund	110.11000 (Cash)							\$500.00
	Type Check Totals:		96 Transactions						\$2,324,991.50

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$2,323,206.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,785.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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All	Status	Count	Transaction Amount	Reconciled Amount
	Total	96	\$2,324,991.50	\$0.00
	Open	95	\$2,323,206.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,785.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$2,324,991.50	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$2,323,206.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,785.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$2,324,991.50	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$2,323,206.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,785.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$2,324,991.50	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
90334	09/21/2012	Open			Cash Amount	DAVIDOVITZ & BENNETT LLP	\$1,789.40		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)		\$1,789.40		
90335	09/25/2012	Open			Utility Management Refund	BETTENCOURT, MARLENE A	\$14.99		
	Paying Fund				Cash Amount				
	420 - WATER				420.11000 (Cash)		\$14.99		
90336	09/25/2012	Open			Utility Management Refund	NERVAIZ, PHILLIP, F	\$53.70		
	Paying Fund				Cash Amount				
	420 - WATER				420.11000 (Cash)		\$53.70		
90337	09/25/2012	Open			Utility Management Refund	ROWELL, BRAD	\$189.67		
	Paying Fund				Cash Amount				
	420 - WATER				420.11000 (Cash)		\$189.67		
90338	09/27/2012	Open			Accounts Payable	A & A PORTABLES INC	\$528.00		
	Paying Fund				Cash Amount				
	301 - Capital Improvement				301.11000 (Cash)		\$528.00		
90339	09/27/2012	Open			Accounts Payable	ABS PRESORT INC	\$5,000.00		
	Paying Fund				Cash Amount				
	110 - General Fund				110.11000 (Cash)		\$5,000.00		
90340	09/27/2012	Open			Accounts Payable	ADDED SPACE STORAGE INC	\$660.00		
	Paying Fund				Cash Amount				
	110 - General Fund				110.11000 (Cash)		\$660.00		
90341	09/27/2012	Open			Accounts Payable	AFLAC	\$4,306.84		
	Paying Fund				Cash Amount				
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$4,306.84		
90342	09/27/2012	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Paying Fund				Cash Amount				
	110 - General Fund				110.11000 (Cash)		\$24.75		
90343	09/27/2012	Open			Accounts Payable	ALLIANCE SBDC	\$10,000.00		
	Paying Fund				Cash Amount				
	258 - Housing Stimulus Funds				258.11000 (Cash)		\$10,000.00		
90344	09/27/2012	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$130.13		

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$130.13
90345	09/27/2012 Open	\$294.00
	Accounts Payable	AMERICAN WATER WORKS ASSOCIATION
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$294.00
90346	09/27/2012 Open	\$150.00
	Accounts Payable	ART'S TOWING
Paying Fund	Cash Amount	Amount
426 - Transit - BLAST	426.11000 (Cash)	\$150.00
90347	09/27/2012 Open	\$4,582.10
	Accounts Payable	AT&T / CALNET 2
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$3,637.87
205 - Sports Facilities	205.11000 (Cash)	\$38.11
255 - CDBG	255.11000 (Cash)	\$82.77
405 - Building	405.11000 (Cash)	\$66.62
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$361.16
420 - WATER	420.11000 (Cash)	\$206.89
501 - Information Technology	501.11000 (Cash)	\$85.70
502 - Engineering	502.11000 (Cash)	\$27.71
505 - Fleet	505.11000 (Cash)	\$75.27
90348	09/27/2012 Open	\$923.31
	Accounts Payable	AT&T MOBILITY
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$845.12
501 - Information Technology	501.11000 (Cash)	\$78.19
90349	09/27/2012 Open	\$12.07
	Accounts Payable	AVAYA INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$12.07
90350	09/27/2012 Open	\$707.11
	Accounts Payable	AVID IDENTIFICATION INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$707.11
90351	09/27/2012 Open	\$2,370.33
	Accounts Payable	BALSWICK'S TIRE SHOP INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,084.75
205 - Sports Facilities	205.11000 (Cash)	\$110.77
246 - Landscape Assessment	246.11000 (Cash)	\$653.44
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$280.53
425 - Transit - Dial A Ride	425.11000 (Cash)	\$240.84
90352	09/27/2012 Open	\$1,600.12
	Accounts Payable	BUREAU VERITAS NO AMERICA

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Paying Fund	Cash Amount	Amount
90353	405 - Building 09/27/2012 Open Paying Fund	\$1,600.12
	Accounts Payable	CAROLLO ENGINEERS
	Cash Amount	\$210,815.78
90354	415 - Sewer Bond Projects 420 - WATER 09/27/2012 Open Paying Fund	\$194,536.20 \$16,279.58
	Accounts Payable	CENTRAL SANITARY SUPPLY
	Cash Amount	\$2,923.26
90355	410 - WATER QUALITY CONTROL (WQC) 09/27/2012 Open Paying Fund	\$2,923.26
	Accounts Payable	CHAMPION INDUSTRIAL
	Cash Amount	\$1,215.40
90356	110 - General Fund 09/27/2012 Open Paying Fund	\$1,215.40
	Accounts Payable	CHARTER COMMUNICATIONS
	Cash Amount	\$239.96
90357	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 09/27/2012 Open Paying Fund	\$92.48 \$42.50 \$104.98
	Accounts Payable	CITY OF TURLOCK - CASH
	Cash Amount	\$129.71
90358	110 - General Fund 405 - Building 426 - Transit - BLAST 09/27/2012 Open Paying Fund	\$47.72 \$72.99 \$9.00
	Accounts Payable	COMBINED BENEFITS ADMIN C
	Cash Amount	\$59,939.96
90359	511 - Health Insurance 09/27/2012 Open Paying Fund	\$59,939.96
	Accounts Payable	COMBINED BENEFITS ADMIN-
	Cash Amount	\$5,110.38
90360	511 - Health Insurance 09/27/2012 Open Paying Fund	\$5,110.38
	Accounts Payable	COMBINED BENEFITS ADMIN/
	Cash Amount	\$1,999.57
90361	511 - Health Insurance 09/27/2012 Open Paying Fund	\$1,999.57
	Accounts Payable	COUNTRY FORD TRUCKS INC
	Cash Amount	\$269.02
90362	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 426 - Transit - BLAST 09/27/2012 Open Paying Fund	\$109.15 \$34.50 \$125.37
	Accounts Payable	COUNTY BANK VISA
	Cash Amount	\$2,560.64

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$2,123.92
265 - Fire Department Grants	265.11000 (Cash)	\$436.72
90363	09/27/2012 Open	
	Accounts Payable	CSJVRMA
	Cash Amount	\$135,924.00
512 - Casualty Insurance	512.11000 (Cash)	\$135,924.00
90364	09/27/2012 Open	
	Accounts Payable	CULLIGAN INC
	Cash Amount	\$83.50
420 - WATER	420.11000 (Cash)	\$83.50
90365	09/27/2012 Open	
	Accounts Payable	CWEA
	Cash Amount	\$1,061.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,061.00
90366	09/27/2012 Open	
	Accounts Payable	DAIMLER BUSES NO AMERICA
	Cash Amount	\$753.98
426 - Transit - BLAST	426.11000 (Cash)	\$753.98
90367	09/27/2012 Open	
	Accounts Payable	DYETT & BHATIA URBAN
	Cash Amount	\$33,334.21
305 - Capital Facility Fees	305.11000 (Cash)	\$33,334.21
90368	09/27/2012 Open	
	Accounts Payable	FARIA, JAMIE
	Cash Amount	\$426.00
104 - Payroll Clearing Fund	104.11000 (Cash)	\$427.50
90369	09/27/2012 Open	
	Accounts Payable	FEDERAL EXPRESS
	Cash Amount	\$444.34
110 - General Fund	110.11000 (Cash)	\$291.34
255 - CDBG	255.11000 (Cash)	\$20.46
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$47.74
420 - WATER	420.11000 (Cash)	\$84.80
90370	09/27/2012 Open	
	Accounts Payable	GARTON TRACTOR INC
	Cash Amount	\$679.76
110 - General Fund	110.11000 (Cash)	\$476.94
205 - Sports Facilities	205.11000 (Cash)	\$202.82
90371	09/27/2012 Open	
	Accounts Payable	GEOANALYTICAL LAB INC
	Cash Amount	\$19,898.67
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,068.85
420 - WATER	420.11000 (Cash)	\$1,068.85
90372	09/27/2012 Open	
	Accounts Payable	GOMES & SONS INC, JOE M
	Cash Amount	\$21,796.89

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$12,042.33
205 - Sports Facilities	205.11000 (Cash)	\$366.08
217 - Streets - Gas Tax	217.11000 (Cash)	\$1,571.28
246 - Landscape Assessment	246.11000 (Cash)	\$1,351.94
405 - Building	405.11000 (Cash)	\$162.17
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3,204.84
420 - WATER	420.11000 (Cash)	\$1,481.49
425 - Transit - Dial A Ride	425.11000 (Cash)	\$1,067.91
426 - Transit - BLAST	426.11000 (Cash)	\$458.91
502 - Engineering	502.11000 (Cash)	\$89.94
90373	Accounts Payable	\$29.64
	GOMES PROPANE	
Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$29.64
90374	Accounts Payable	\$3,474.00
	GREATER SAN JOAQ ASA METR	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$3,474.00
90375	Accounts Payable	\$2,866.00
	HACH COMPANY	
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,866.00
90376	Accounts Payable	\$338.23
	HARDER'S PRINT SHOP INC	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$338.23
90377	Accounts Payable	\$1,145.15
	HILMAR READY MIX	
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,037.77
420 - WATER	420.11000 (Cash)	\$107.38
90378	Accounts Payable	\$787.00
	INDEPENDENT ELECTRIC INC	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$293.13
216 - Streets - Local Transportation	216.11000 (Cash)	\$45.26
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$399.96
415 - Sewer Bond Projects	415.11000 (Cash)	\$48.65
90379	Accounts Payable	\$147.34
	ING LIFE INSURANCE AND	
Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$147.34
90380	Accounts Payable	\$1,775.17
	JCS PROPERTIES INC	

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Paying Fund	Cash Amount	Amount
90381 625 - Successor Agency - LMI 09/27/2012 Open	625.11000 (Cash)	\$1,775.17
	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC
		\$5,706.00
90382 415 - Sewer Bond Projects 09/27/2012 Open	415.11000 (Cash)	\$5,706.00
	Accounts Payable	LINCOLN EQUIPMENT INC
		\$1,305.76
90383 110 - General Fund 09/27/2012 Open	110.11000 (Cash)	\$1,305.76
	Accounts Payable	M & M VETERINARY PRACTICE INC
		\$187.50
90384 110 - General Fund 09/27/2012 Open	110.11000 (Cash)	\$187.50
	Accounts Payable	MADRUGA BROS ENT INC
		\$1,230.00
90385 110 - General Fund 217 - Streets - Gas Tax 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 09/27/2012 Open	110.11000 (Cash) 217.11000 (Cash) 255.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash)	\$966.00 \$6.00 \$9.00 \$12.00 \$174.00 \$15.00 \$48.00
	Accounts Payable	MAGIC SANDS MOBILE HOME
		\$260.64
90386 625 - Successor Agency - LMI 09/27/2012 Open	625.11000 (Cash)	\$260.64
	Accounts Payable	MO-CAL OFFICE SOLUTIONS
		\$452.27
90387 110 - General Fund 204 - AB 939 Integrated Waste Mgmt 410 - WATER QUALITY CONTROL (WQC) 09/27/2012 Open	110.11000 (Cash) 204.11000 (Cash) 410.11000 (Cash)	\$121.49 \$26.86 \$303.92
	Accounts Payable	MULBERRY MOBILE PARK
		\$234.85
90388 625 - Successor Agency - LMI 09/27/2012 Open	625.11000 (Cash)	\$234.85
	Accounts Payable	NAPA AUTO PARTS
		\$1,020.30
110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash)	\$199.06 \$99.56 \$49.78

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246 - Landscape Assessment	246.11000 (Cash)			\$49.78
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$248.01
420 - WATER	420.11000 (Cash)			\$49.78
425 - Transit - Dial A Ride	425.11000 (Cash)			\$49.78
426 - Transit - BLAST	426.11000 (Cash)			\$274.55
09/27/2012 Open		Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$1,267.50
90389	Paying Fund	Cash Amount	Amount	
	405 - Building	405.11000 (Cash)		\$1,267.50
90390	09/27/2012 Open	Accounts Payable	NEVER BORING DESIGN	\$131.00
	Paying Fund	Cash Amount	Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		\$131.00
90391	09/27/2012 Open	Accounts Payable	OMC STAINLESS STEEL CUST	\$520.77
	Paying Fund	Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$520.77
90392	09/27/2012 Open	Accounts Payable	P G & E	\$194.67
	Paying Fund	Cash Amount	Amount	
	110 - General Fund	110.11000 (Cash)		\$178.62
625 - Successor Agency - LMI	625.11000 (Cash)			\$16.05
09/27/2012 Open		Accounts Payable	PARK MD, VERNON G	\$150.00
90393	Paying Fund	Cash Amount	Amount	
	110 - General Fund	110.11000 (Cash)		\$150.00
90394	09/27/2012 Open	Accounts Payable	PINNEY, MELVIN	\$159.00
	Paying Fund	Cash Amount	Amount	
	110 - General Fund	110.11000 (Cash)		\$159.00
90395	09/27/2012 Open	Accounts Payable	PRECISION CUSTOM WIRING	\$2,838.84
	Paying Fund	Cash Amount	Amount	
	112 - Capital Purchases	112.11000 (Cash)		\$2,838.84
90396	09/27/2012 Open	Accounts Payable	QUICKSCORES LLC	\$480.00
	Paying Fund	Cash Amount	Amount	
	110 - General Fund	110.11000 (Cash)		\$480.00
90397	09/27/2012 Open	Accounts Payable	REPUBLIC ITS	\$8,861.38
	Paying Fund	Cash Amount	Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)		\$8,861.38
90398	09/27/2012 Open	Accounts Payable	SADEK, MELANIE	\$300.00
	Paying Fund	Cash Amount	Amount	
	110 - General Fund	110.11000 (Cash)		\$300.00

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Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Amount	Accounts Payable	Amount
90399	09/27/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	SAFETY-KLEEN CORPORATION	\$134.00		\$134.00
90400	09/27/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	SIERRA CHEMICAL CO	\$6,237.45		\$6,237.45
90401	09/27/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	STANISLAUS COUNTY - TAX	\$22,313.88		\$22,313.88
90402	09/27/2012	Open	625 - Successor Agency - LMI	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		\$439.13
90403	09/27/2012	Open	110 - General Fund	Accounts Payable	T I D	\$11,492.90		\$11,492.90
90404	09/27/2012	Open	625 - Successor Agency - LMI	Accounts Payable	TBA AUTO PARTS	\$4,279.20		\$4,279.20

Payment Register

From Payment Date: 9/21/2012 - To Payment Date: 9/27/2012

Account ID	Payment Date	Open	Paying Fund	Accounts Payable	TID	Amount
90405	09/27/2012	Open	Paying Fund	Cash Amount		\$23.63
				625 - Successor Agency - LMI		\$23.63
90406	09/27/2012	Open	Paying Fund	Accounts Payable	TURLOCK CHAMBER COMMERCE	\$850.00
90407	09/27/2012	Open	Paying Fund	Accounts Payable	TURLOCK JOURNAL	\$3,405.30
90408	09/27/2012	Open	Paying Fund	Accounts Payable	UNITED SAMARITANS FDT INC	\$1,860.70
90409	09/27/2012	Open	Paying Fund	Accounts Payable	UNIVAR USA INC	\$9,424.25
90410	09/27/2012	Open	Paying Fund	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$2,799.11
90411	09/27/2012	Open	Paying Fund	Accounts Payable	WESTFORK ESTATES	\$728.30
90412	09/27/2012	Open	Paying Fund	Accounts Payable	YORK INSURANCE SV GRP INC	\$8,845.67
90413	09/27/2012	Open	Paying Fund	Accounts Payable	AFLAC	\$3,186.02
90414	09/27/2012	Open	Paying Fund	Accounts Payable	DAUGHERTY, GASTON	\$159.68
90415	09/27/2012	Open	Paying Fund	Accounts Payable	GOMEZ, MARK	\$38.87
90416	09/27/2012	Open	Paying Fund	Accounts Payable	MAGANA, CRISTINA	\$290.00
90417	09/27/2012	Open	Paying Fund	Accounts Payable	MASON, MATTHEW	\$275.00

Payment Register

From Payment Date: 9/21/2012 - To Payment Date: 9/27/2012

Paying Fund	Cash Amount	Amount
265 - Fire Department Grants	265.11000 (Cash)	\$275.00
90418 09/27/2012 Open	Accounts Payable	
	NIELSEN, CARL	\$306.00
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$306.00
90419 09/27/2012 Open	Accounts Payable	
	REDD, TIMOTHY	\$34.86
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$34.86
90420 09/27/2012 Open	Accounts Payable	
	TICAS-MONROY, ROSA AMELIA	\$19.75
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$19.75
90421 09/27/2012 Open	Accounts Payable	
	TIDWELL, KEVIN	\$275.00
Paying Fund		Amount
265 - Fire Department Grants	265.11000 (Cash)	\$275.00
90422 09/27/2012 Open	Accounts Payable	
	TOSTA, JASON	\$25.95
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$25.95
	89 Transactions	\$647,319.06

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$647,319.06	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$647,319.06	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$647,319.06	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$647,319.06	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$647,319.06	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 9/21/2012 - To Payment Date: 9/27/2012

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$647,319.06	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$647,319.06	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$647,319.06	\$0.00

5B

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MINUTES
Regular Meeting
Turlock City Council

OCTOBER 9, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

- 1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Mayor Lazar presented a Proclamation to Anita Hellam of Habitat for Humanity, Stanislaus County, in recognition of World Habitat Day, October 1, 2012.

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

- 1. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.
- 2. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including the Washington Road at W. Main Street Traffic Signal Project and the landscape median project at Christoffersen Parkway/Monte Vista Avenue. Mr. Pitcock provided information about assessment districts and the benefits they provide specific to roadways in their identified area. Mr. Pitcock also explained that PG&E is conducting pressure testing of high pressure transmission mains in the Geer Road and Monte Vista Avenue areas. With respect to development, Mr. Pitcock provided comparison information of past/present building activity and personnel statistics, a newly designed permit tracking report, and the potential use of consultants rather than the hiring of additional full-time staff to accommodate future needs.
- 3. Development Services Director Mike Pitcock provided information regarding the City of Turlock being named recipient of a 2012 San Joaquin Valley Blueprint Award for their work in the historic revitalization of the Carnegie Library and Arts Center.

C. PUBLIC PARTICIPATION: None

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

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5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember White, and unanimously carried to adopt the consent calendar as follows:

- A. **Resolution No. 2012-174** Accepting Demands of 9/13/12 in the amount of \$1,488,228.36; Demands of 9/20/12 in the amount of \$2,324,991.50
- B. Motion: Accepting Minutes of Regular Meeting of September 25, 2012
- C. Motion: Accepting improvements for City Project No. 12-42, "Curb Return Revisions at Panorama Avenue and Paseo Del Sol," and authorizing the City Engineer to file a Notice of Completion
- D.
 - 1. Motion: Notification of Contract Change Order No. 3 (Final) in the amount of \$2,130 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to \$493,603.33
 - 2. **Resolution No. 2012-175** Appropriating \$77,000 from Fund 306 "North Turlock Master Plan" reserves into line number 306-40-457.51270 "Construction Project" for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"
 - 3. Motion: Accepting improvements for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," and authorizing the City Engineer to file a Notice of Completion
- E. **Resolution No. 2012-176** Directing the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for federal fiscal year 2012-2013
- F. Motion: Approving the rehabilitation forgivable loan #0246-WB, in the amount of \$10,000, where the City of Turlock will be in third position, as prescribed by the Adopted Rehabilitation Loan policies and procedures
- G. Motion: Approving the Maintenance Agreement with Mo-Cal Office Solutions of Modesto for nine (9) multifunctional copiers for Police, Finance, Planning, Building, Recreation, Human Resources and Fleet Maintenance for a period of twelve (12) months and not to exceed \$3,000 annually
- H. Motion: Approving the agreement with West Coast Equipment for Parcel No. 044-10-39 consisting of 20 acres, northeast corner of Kilroy and W. Linwood Avenue, for agricultural farming, for a period of fifty (50) months
- I. Motion: Approving a Service Agreement with New World Systems for a Logos.Net Application Server Rebuild in an amount not to exceed \$1,200
- J.
 - 1. Motion: Approval of Contract Change Order No. 1 in the amount of \$33,195 (Funds 241, 410, 420) for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation," bringing the contract total to \$60,505
 - 2. **Resolution No. 2012-177** Appropriating \$27,000 to account number 241-00-000-228.43188 "Balcony Repair-Engineering" from Fund 241 "Engineering" Reserve for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation"

6. FINAL READINGS:

- A. **Ordinance No. 1174-CS**, Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-03 (Turlock General Plan Update Citywide Rezone)] as introduced on September 25, 2012 was passed with Councilmember Bublak dissenting.

7. PUBLIC HEARINGS

- A. Development Services Director Mike Pitcock presented the staff report on the request to amend Turlock Municipal Code Title 4, Chapter 7, Article 14, regarding speed limits.

Council discussion included traffic on Fransil Lane, specific concerns, potential solutions, and reasons for the difference in speed limits on Taylor Road and Christoffersen Parkway, and Police Department coordination to focus on enforcement in problem areas.

Mayor Lazar opened the public hearing.

Oscar Avila who lives at Washington and Fulkerth Roads, spoke against the 55 mph speed limit on Washington and Fulkerth Roads, citing increased truck traffic and safety concerns.

Mayor Lazar closed the public hearing.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding speed limits and setting the final reading for October 23, 2012. Motion carried unanimously.

8. SCHEDULED MATTERS: None

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak asked for consensus from fellow Councilmembers to wear their pink Turlock Fire Department shirts at next meeting in support of Breast Cancer Awareness Month.

Councilmember Bublak asked that staff consider increasing the number of audible signals at intersections for the visually impaired.

Councilmember Bublak asked that it be mentioned to TAC members at the next meeting that there are two openings for alternate commissioners on the Turlock City Arts Commission.

Mayor Lazar introduced new Modesto Bee reporter Marijke Rowland and recognized Turlock Journal reporter Alex Cantatore and Turlock City News reporter Cara Hallam.

10. COUNCIL COMMENTS:

Councilmember Jackson commented that the recent Turlock Shines events were very successful and thanked those who participated.

Councilmember Jackson commented that there are only three more weeks of the Turlock Farmers' Market, which will culminate with a final night market on October 26, 12.

Councilmember Jackson commented she attended the Gala opening of the Degas Art Show at the Carnegie Center on Friday, October 5, 2012.

Councilmember Jackson commended those who worked contributed to the City of Turlock being named a recipient of the 2012 San Joaquin Valley Blueprint Award of Merit.

Councilmember Jackson commented on the recent CSUS StanFest and Chili Cook-off events, noting they were well attended.

Councilmember Bublak commented that Senator Jeff Denham recently presented an award to Councilmember Bublak and the City Council for their work on the Turlock Partnership Incentives Program.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

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

Agency Negotiators: Roy W. Wasden/Phil Lancaster

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employee Association

Employee Organization: Turlock Firefighters Association. Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic

Development/Redevelopment, Community Housing Services Manager, Deputy Development Services

Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City

Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire

Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services

Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory

Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical

Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality

Control Division Manager

Action: Council gave direction to staff.

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MINUTES
Turlock City Council
October 9, 2012
Page 5

12. ADJOURNMENT:

Motion by Councilmember Dehart, seconded by Councilmember White, to adjourn at 7:46 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

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Council Synopsis

October 23, 2012

50

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 5 (Final) in the decreased amount of (\$13,556.80) (Fund 305) for City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements," bringing the contract total to \$1,143,927.96

Motion: Accepting improvements for City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$997,328 to Ross F. Carroll, Inc. of Oakdale, California for City Project No. 0804A, "Turlock Public Safety Facility - Off-site Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	\$997,328.00	2/1/11
Change Order No. 1	\$10,858.90	5/24/11
Change Order No. 2	\$9,875.00	5/24/11
Change Order No. 3	\$106,342.35	9/27/11
Change Order No. 4	\$33,080.51	3/13/12
Change Order No. 5	(\$13,556.80)	10/23/12
Adjusted Contract Total	\$1,143,927.96	

Description of change order:

Change order No. 5 (Final) includes all changes to the final quantities of the contract line items as shown in the attached Final Quantities sheet in the decreasing amount of (\$13,556.80).

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 work was required to complete the utility infrastructure and off-site improvements for the Public Safety Facility prior to occupancy.

Strategic Plan Initiative C. PUBLIC SAFETY

- Goal(s):**
- b Police Department
 - ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 305-40-441.51270, "Public Safety Facility." The current contract amount of \$1,157,484.76 will be decreased in the amount of (13,556.80), bringing the final contract total to \$1,143,927.96.

Note: No General Fund money will be used for these change orders.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

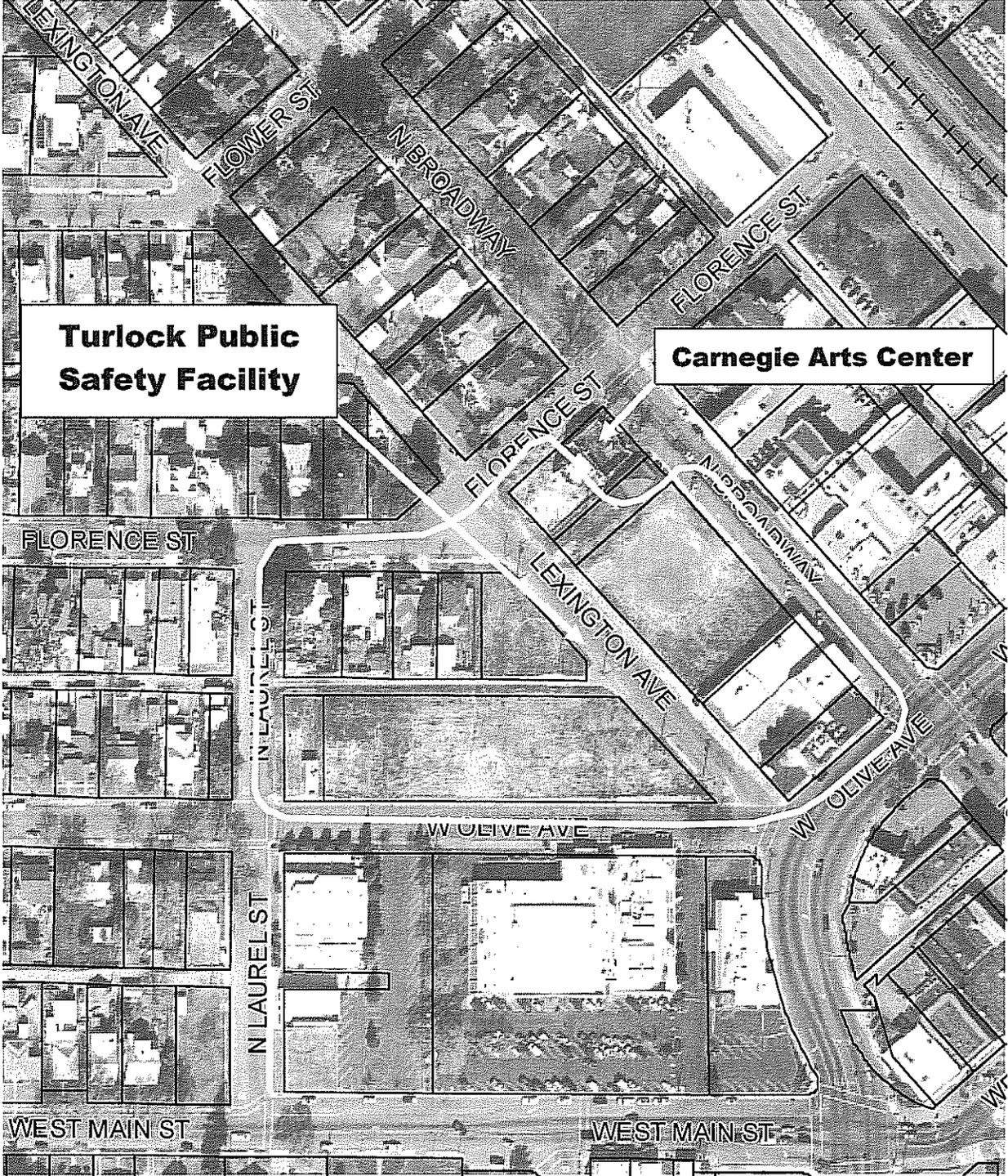
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Orders No. 5 (Final). This option is not recommended by City Staff since the work has been completed and is necessary for the completion of the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

Ross F. Carroll, Inc.
PO Box 1308
Oakdale, CA 95361-1308
209-848-5959

Project Name: Turlock Public Safety Facility - Off-site Imp.
Project No.: 0804A
Awarded on: September 27, 2011
Original Contract Amount: \$997,328.00
Change to contract: (\$13,556.80)
Change percentage: -1.4%
Change of previous CCOs: \$160,156.76
Cumulative percentage change 14.7%
New Contract Total: \$1,143,927.96

Change Order No. 5 (Final)

Description of change order:

Changes in the Final Quantities (See attached Final Quantities Sheet). (\$13,556.80)

Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council

Approved: Michael G. Pitcock 10/4/12
Michael G. Pitcock, Director of Development Services Date
City Engineer

Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.

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

Approved: _____
Roy W. Wasden, City Manager Date

Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.

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

Recommended: _____
Roy W. Wasden, City Manager Date

Approval by City Council: _____



CONTRACT CHANGE ORDER

Date issued: 23-Oct-12 Change Order No.: 5 (FINAL)
 Project Name: Turlock Public Safety Facility - Off-site Imp.

Ross F. Carroll, Inc. Project No.: 0804A
 PO Box 1308 Contract For: \$997,328.00
 Oakdale, CA 95361-1308 Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	\$983,771.20
Contractor's Bid Amount for Bid Items	—	—	—	\$997,328.00
Subtotal of Difference				(\$13,556.80)
Total this CCO=				(\$13,556.80)

<i>The original contract sum =</i>	\$997,328.00
<i>Net change by previous change orders =</i>	\$160,156.76
<i>The contract sum will be (decreased) by this Change Order =</i>	(\$13,556.80)
<i>The new contract sum including this change order will be =</i>	\$1,143,927.96

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

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Roy W. Wasden, City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Turlock Public Safety Facility - Off-site Im Project No. 0804A

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Removal of Existing Facilities	LS	\$42,300.00	1.00	\$42,300.00	1.00	\$42,300.00	\$0.00
2	Earthwork	LS	\$37,000.00	1.00	\$37,000.00	1.00	\$37,000.00	\$0.00
3	Clearing and Grubbing	LS	\$31,200.00	1.00	\$31,200.00	1.00	\$31,200.00	\$0.00
4	Existing Utility Coordination	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	\$0.00
5	Aggregate Base	CY	\$46.00	1168.00	\$53,728.00	1,168.00	\$53,728.00	\$0.00
6	Asphalt Concrete	TON	\$74.00	1807.05	\$133,721.70	1,752.00	\$129,648.00	\$4,073.70
7	Minor Concrete - Vertical Curb	LF	\$21.00	838.00	\$17,598.00	838.00	\$17,598.00	\$0.00
8	Minor Concrete - Curb & Gutter	LF	\$22.00	1332.00	\$29,304.00	1,332.00	\$29,304.00	\$0.00
9	Minor Concrete - Sidewalk	SF	\$5.00	10439.00	\$52,195.00	10,439.00	\$52,195.00	\$0.00
10	Minor Concrete - Access Ramp	EA	\$2,300.00	13.00	\$29,900.00	13.00	\$29,900.00	\$0.00
11	Minor Concrete - Driveway Approach	SF	\$10.50	2612.00	\$27,426.00	2,612.00	\$27,426.00	\$0.00
12	Minor Concrete - Fire Truck Turn-out	SF	\$8.50	2850.00	\$24,225.00	2,850.00	\$24,225.00	\$0.00
13	Adjust Frames and Covers to Grade	EA	\$350.00	7.00	\$2,450.00	7.00	\$2,450.00	\$0.00
14	Sidewalk Pavers	SF	\$9.00	4908.00	\$44,172.00	4,908.00	\$44,172.00	\$0.00
15	Sidewalk Paver Banding - Redwood	LF	\$4.00	397.00	\$1,588.00	397.00	\$1,588.00	\$0.00
16	Sidewalk Paver Banding - Concrete	LF	\$20.00	155.00	\$3,100.00	155.00	\$3,100.00	\$0.00
17	Crosswalk Pavers	SF	\$18.00	2134.53	\$38,421.50	3,074.00	\$55,332.00	(\$16,910.50)
18	Water Pipe - 4"	LF	\$12.00	71.00	\$852.00	71.00	\$852.00	\$0.00
19	Water Pipe - 6"	LF	\$13.00	182.00	\$2,366.00	182.00	\$2,366.00	\$0.00
20	Water Pipe - 8"	LF	\$29.00	1511.00	\$43,819.00	1,511.00	\$43,819.00	\$0.00
21	Gate Valves	EA	\$1,550.00	8.00	\$12,400.00	8.00	\$12,400.00	\$0.00
22	Fire Hydrants	EA	\$2,900.00	5.00	\$14,500.00	5.00	\$14,500.00	\$0.00
23	Relocate Fire Hydrant	EA	\$875.00	1.00	\$875.00	1.00	\$875.00	\$0.00
24	Water Services	EA	\$4,700.00	3.00	\$14,100.00	3.00	\$14,100.00	\$0.00
25	Storm Drain Pipe - 18"	LF	\$48.00	104.00	\$4,992.00	104.00	\$4,992.00	\$0.00
26	Storm Drain Pipe - 24"	LF	\$59.00	253.00	\$14,927.00	253.00	\$14,927.00	\$0.00
27	Manhole	EA	\$2,700.00	5.00	\$13,500.00	5.00	\$13,500.00	\$0.00
28	Catch Basin	EA	\$1,050.00	2.00	\$2,100.00	2.00	\$2,100.00	\$0.00
29	Sewer Pipe - 8"	LF	\$23.50	54.00	\$1,269.00	54.00	\$1,269.00	\$0.00
30	Sewer Pipe - 4"	LF	\$23.00	111.00	\$2,553.00	111.00	\$2,553.00	\$0.00
31	Thermoplastic Pavement Markings	SF	\$2.50	1200.00	\$3,000.00	1,200.00	\$3,000.00	\$0.00
32	Pavement Markers	EA	\$5.10	100.00	\$510.00	100.00	\$510.00	\$0.00
33	Remove Thermoplastic Traffic Stripes, Markings and	LS	\$3,600.00	1.00	\$3,600.00	1.00	\$3,600.00	\$0.00
34	Traffic Separation Curb	LF	\$102.00	35.00	\$3,570.00	35.00	\$3,570.00	\$0.00
35	Traffic Control	LS	\$26,000.00	1.00	\$26,000.00	1.00	\$26,000.00	\$0.00
36	Painted Curb	LF	\$1.00	235.00	\$235.00	330.00	\$330.00	(\$95.00)
37	New Monuments	EA	\$350.00	3.00	\$1,050.00	7.00	\$2,450.00	(\$1,400.00)
38	Street Lights - Single Head	EA	\$3,700.00	7.00	\$25,900.00	7.00	\$25,900.00	\$0.00
39	Street Lights - Double Head	EA	\$7,900.00	6.00	\$47,400.00	6.00	\$47,400.00	\$0.00
40	Conduit, Conductors and Pull Boxes	LF	\$10.20	1520.00	\$15,504.00	1,520.00	\$15,504.00	\$0.00
41	Traffic Signal Loops	EA	\$775.00	4.00	\$3,100.00	3.00	\$2,325.00	\$775.00
42	Dry Utilities Conduit and Pull Boxes	LF	\$26.00	2285.00	\$59,410.00	2,285.00	\$59,410.00	\$0.00
43	Roadside Signs	EA	\$230.00	10.00	\$2,300.00	10.00	\$2,300.00	\$0.00
44	Street Name Signs	EA	\$230.00	7.00	\$1,610.00	7.00	\$1,610.00	\$0.00
45	Landscape Planting	LS	\$56,000.00	1.00	\$56,000.00	1.00	\$56,000.00	\$0.00
46	Landscape Irrigation	LS	\$19,000.00	1.00	\$19,000.00	1.00	\$19,000.00	\$0.00
47	Erosion Control	LS	\$18,000.00	1.00	\$18,000.00	1.00	\$18,000.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$983,771.20		\$997,328.00	(\$13,556.80)
C.O. #	CHANGE ORDERS							
1	Utility Changes	LS	\$10,858.90	1	\$10,858.90			\$10,858.90
2	Concrete Pavement Removal	LS	\$9,875.00	1	\$9,875.00			\$9,875.00
3	Sewer Line Replacement and Work for Carnegie	LS	\$106,342.35	1	\$106,342.35			\$106,342.35
4	Additional Utility and Traffic Marking Work	LS	\$33,080.51	1	\$33,080.51			\$33,080.51
	SUB-TOTAL CHANGE ORDER ITEMS =				\$160,156.76		\$0.00	\$160,156.76
	TOTAL PROJECT =				\$1,143,927.96		\$997,328.00	\$146,599.96

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 0804A
TURLOCK PUBLIC SAFETY FACILITY – OFF-SITE IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located on City of Turlock property at 244 N Broadway, was completed by the undersigned agency on October 23, 2012. The contractor of work was Ross F. Carroll, Inc., P.O. Box 1308, Oakdale, CA 95361, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on October 24, 2012 at Turlock, California, Stanislaus County



Council Synopsis

5D

October 23, 2012

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

Prepared by: Scott Medeiros, Transit Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign an agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation, Financial Status Reports and Milestone Status Reports, in an amount not to exceed \$60,548

2. DISCUSSION OF ISSUE:

The 2000 & 2010 Federal Census included the City of Turlock and Denair in Stanislaus County and Delhi and Livingston in Merced County as the "Turlock Urbanized Area" with a population of 99,904. This qualifies the Turlock Area as a "Small Urbanized Area" between 50,000 to 200,000 for FTA Section 5307 funds. Because the Census Bureau has included the Merced County communities of Delhi and Livingston in the Turlock Urbanized Area, Merced County is entitled to portions of the Turlock Urbanized Area funds. Stanislaus Council of Governments (StanCOG) has an approved agreement between the FTA, Caltrans Mass Transit, and Merced Council of Governments regarding the distribution of transit funds.

Allocation of funds is divided among the urbanized areas based on population and population density figures. The federal share will not exceed 80 percent of the net project cost for most capital items. Local matching funds for these federal funds would come from bus fare revenue and/or Transportation Development Act (TDA) transit funds.

The total estimated federal funding for Turlock is approximately \$1,000,000 per year in additional revenue for Turlock transit purposes.

Along with this federal funding comes a tremendous amount of detailed accounting, oversight, and reporting. City staff does not have the expertise or experience to handle the requirements for this §5307 funding in a timely fashion. Therefore staff contacted "Transit Capital Support Services," a firm that is

capable of handling the requirements. Staff met with Transit Capital Support Services consultant William Powell, who has demonstrated over the last several years in past contracts that his company could meet our needs with federal and state funding requirements. The company is based in Atlanta, Georgia and completes 99 percent of their work with the FTA and Caltrans using web-based formats, e-mails, telephone conversations and the USPS, among other communication tools.

Exhibit "A" Scope of Services attached lists the work items expected from Transit Capital Support Services including Financial Status Reports and Milestone Status Reports. If the City Council approves this agreement the total contract amount will be \$60,548 per year that is funded by fund FTA 5307 funds and Transit Local Transportation Funds under Transit Fund 426 "Transit" and is included within the fiscal year 2012-2013 budget. (Please note that the funding used for this item is transit funding that cannot be used for any other purpose.)

3. BASIS FOR RECOMMENDATION:

A) Having contracted with this firm for the past several years, Transit Capital Support Services has been fully able to expedite the City's FTA grant claim process and has successfully completed Turlock's required FTA grant and service data reporting in a timely manner.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The funds required for this item is included in FY 2012/13-transit budget \$60,548 from Fund 426-40.415.43267.

Budget Amendment None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve an agreement with Capital Support Services and require the city staff to prepare the required documents with the FTA. This is not recommended because of the detailed volume of regulations and paperwork required by the Federal Transit Administration. If not completed correctly and submitted to the FTA in their format, mistakes and delays could jeopardize the FTA funding available to the City of Turlock.

Scope of Services

I. General:

The work to be accomplished by the Consultant is in support of the following City work effort.

Prepare and forward to the City submission-ready documents associated with project funding and reporting requirements of the Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans).

II. Area Covered:

The Consultant shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein, called the "federal documents:"

Grant Applications
Financial Status Reports
Milestone Status Reports
National Transit Database Report
Triennial Review

III. Work and Services:

The Consultant shall do, perform and carryout, in a satisfactory and proper manner, as determined by the City, the following work and services. Named documents below refer to the project funding and reporting requirements of actual grant applications initiated by Consultant.

- A. Production of four (4) grant applications for any FTA or Caltrans funded project;
- B. Production of four (4) grant amendments or budget revisions;
- C. Monitor and production of twenty (20) Financial Status reports;
- D. Monitor and production of twenty (20) Milestone Progress reports;
- E. Develop transit operation database for the National Transit Database reporting;
- F. Monthly Progress Report by project of tasks inclusive of date, time and any named contact in performance of Consultant duties; and
- G. Triennial Review Preparation/Participation/Attendance for meetings and/or presentations as requested by the City.

The Consultant shall perform the following tasks as part of document preparation:

Grant Applications:

- Research and verify local planning approvals.
- Allocate and recommend appropriate funding sources for maximum federal participation.
- Identify other Federal and State sources for potential funding options.
- Establish and maintain project milestones and fleet status ratios.
- Assure adherence to labor agreements and State Clearinghouse procedures.
- Identify and assign proper environmental status for application approval.
- Prepare all grant amendments and budget revision as needed.

Scope of Services

Financial Status Reports:

- Identify eligible and ineligible cost.
- Develop cost allocation plans as required.
- Prepare Quarterly reports consistent with ECHO information.
- Representation and develop responses to all Federal inquiries and certifications of work performed by the Consultant.

Milestone Progress Reports:

- Report and maintain all required milestones and adjust schedules as needed.
- Maintain fleet status and availability of transit records.
- Adjust required milestone and fleet records to reflect grant amendments and budget revisions.
- Provide representation at all Federal inquiries and certifications of milestone/fleet record maintenance prepared by the Consultant.

National Transit Database Report:

- Prepare appropriate system access and date waiver requests from the FTA/NTD contractor.
- Create a transit system database and setup modules for Basic, Financial, Asset Management, Service, Resource and Federal Funding Allocations reporting.
- Coordinate Independent Auditor and Statistician activities for financial and service data reporting. The Consultant can not guarantee Statistician approval for sampling methodologies other than those prescribed in FTA Circulars 2710.1A and 2710.2A.
- Provide clarification of issues noted by the NTD contractor.
- Prepare required quarterly Safety and Security reports.
- Maintain fleet status data and availability of transit records for future reporting.

The City shall provide a minimum notice of two weeks for grant application delivery. Financial status and milestone progress deliverables shall be forwarded to the City ten (10) days prior to the FTA/Caltrans prescribed due dates.

IV. Meetings and Presentations:

The Consultant shall attend meetings at the City's office, or local area, relative to and necessary for the completion of the contract as requested by the City. The City shall provide two (2) weeks notice of all travel requests expected of the Consultant.

V. City's Cognizant Division Director:

Except for changes which are governed by the paragraph concerning "Changes" or "Amendments" in the main body of the Contract, the City's Chief Financial Officer will act as the Cognizant Division Director for purposes of this contract only.

Scope of Services**VI. Disputes and Appeals:**

Any dispute concerning a question of fact arising under this contract shall be decided by the Cognizant Division Director who shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the Consultant.

The Consultant agrees that the decision of the Division Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such copy, the Consultant mails or otherwise furnishes a written appeal concerning the question of fact to the City's Chief Executive Officer, who shall arrange a hearing within twenty (20) calendar days after receipt of the appeal. Both the Consultant and the Cognizant Division Director shall be notified no less than five (5) days in advance of the hearing and shall have the right to present witness and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Chief Executive Officer shall make a decision concerning the question of fact in writing to the Consultant and to the Cognizant Division Director.



**AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TRANSIT CAPITAL SUPPORT SERVICES**

**for
Federal Transit Administration and California Department of Transportation
Project Funding and Reporting Requirements**

THIS AGREEMENT is made this 23rd day of October, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TRANSIT CAPITAL SUPPORT SERVICES**, a Professional Transit Firm, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for **Federal Transit Administration and California Department of Transportation Project Funding and Reporting Requirements 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: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed sixty thousand five hundred forty eight and 00/100^{ths} Dollars (\$60,548.00). 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 for a period of twelve months (12) beginning November 1, 2012 and ending October 31, 2013, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work 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 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 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: 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 11 85 or its equivalent), 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: 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: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) 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 (b) 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 and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and 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 (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(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 any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(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 endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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 service 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.

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.

12a. TITLE VI ASSURANCE: It is understood and agreed that Attachment A, sections (1) through (6) shall be binding on this agreement and all CONSULTANT subcontracts.

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. 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. FEDERAL CHANGES 49CFR PART 18: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

34. NO OBLIGATION BY THE FEDERAL GOVERNMENT: (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

35. INCORPORATION OF FEDERAL ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Turlock requests, which would cause City of Turlock to be in violation of the FTA terms and conditions.

36. 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:

**WILLIAM POWELL, PRINCIPAL MANAGER
TRANSIT CAPITAL SUPPORT SERVICES
12TH FLOOR, SUITE P3
1170 PEACHTREE STREET
ATLANTA, GEORGIA 30309
TELEPHONE: (404) 627-1040
FAX: (404) 627-6685**

for CITY:

**CITY OF TURLOCK
ATTN: MICHAEL PITCOCK
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5520
FAX: (209) 668-5563**

37. 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 CONSULTANT thirty (30) days prior to the expiration of this agreement. On each anniversary date, CONSULTANT 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 CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel this contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TRANSIT CAPITAL SUPPORT SERVICES

By: _____
William Powell, Principal Manager

Print name: _____

Date: _____

Scope of Services

I. General:

The work to be accomplished by the Consultant is in support of the following City work effort.

Prepare and forward to the City submission-ready documents associated with project funding and reporting requirements of the Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans).

II. Area Covered:

The Consultant shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein, called the “federal documents:”

Grant Applications
Financial Status Reports
Milestone Status Reports
National Transit Database Report
Triennial Review

III. Work and Services:

The Consultant shall do, perform and carryout, in a satisfactory and proper manner, as determined by the City, the following work and services. Named documents below refer to the project funding and reporting requirements of actual grant applications initiated by Consultant.

- A. Production of four (4) grant applications for any FTA or Caltrans funded project;
- B. Production of four (4) grant amendments or budget revisions;
- C. Monitor and production of twenty (20) Financial Status reports;
- D. Monitor and production of twenty (20) Milestone Progress reports;
- E. Develop transit operation database for the National Transit Database reporting;
- F. Monthly Progress Report by project of tasks inclusive of date, time and any named contact in performance of Consultant duties; and
- G. Triennial Review Preparation/Participation/Attendance for meetings and/or presentations as requested by the City.

The Consultant shall perform the following tasks as part of document preparation:

Grant Applications:

- Research and verify local planning approvals.
- Allocate and recommend appropriate funding sources for maximum federal participation.
- Identify other Federal and State sources for potential funding options.
- Establish and maintain project milestones and fleet status ratios.
- Assure adherence to labor agreements and State Clearinghouse procedures.
- Identify and assign proper environmental status for application approval.
- Prepare all grant amendments and budget revision as needed.

Scope of Services

Financial Status Reports:

- Identify eligible and ineligible cost.
- Develop cost allocation plans as required.
- Prepare Quarterly reports consistent with ECHO information.
- Representation and develop responses to all Federal inquiries and certifications of work performed by the Consultant.

Milestone Progress Reports:

- Report and maintain all required milestones and adjust schedules as needed.
- Maintain fleet status and availability of transit records.
- Adjust required milestone and fleet records to reflect grant amendments and budget revisions.
- Provide representation at all Federal inquiries and certifications of milestone/fleet record maintenance prepared by the Consultant.

National Transit Database Report:

- Prepare appropriate system access and data waiver requests from the FTA/NTD contractor.
- Create a transit system database and setup modules for Basic, Financial, Asset Management, Service, Resource and Federal Funding Allocations reporting.
- Coordinate Independent Auditor and Statistician activities for financial and service data reporting. The Consultant can not guarantee Statistician approval for sampling methodologies other than those prescribed in FTA Circulars 2710.1A and 2710.2A.
- Provide clarification of issues noted by the NTD contractor.
- Prepare required quarterly Safety and Security reports.
- Maintain fleet status data and availability of transit records for future reporting.

The City shall provide a minimum notice of two weeks for grant application delivery. Financial status and milestone progress deliverables shall be forwarded to the City ten (10) days prior to the FTA/Caltrans prescribed due dates.

IV. Meetings and Presentations:

The Consultant shall attend meetings at the City's office, or local area, relative to and necessary for the completion of the contract as requested by the City. The City shall provide two (2) weeks notice of all travel requests expected of the Consultant.

V. City's Cognizant Division Director:

Except for changes which are governed by the paragraph concerning "Changes" or "Amendments" in the main body of the Contract, the City's Chief Financial Officer will act as the Cognizant Division Director for purposes of this contract only.

Scope of Services

VI. Disputes and Appeals:

Any dispute concerning a question of fact arising under this contract shall be decided by the Cognizant Division Director who shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the Consultant.

The Consultant agrees that the decision of the Division Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such copy, the Consultant mails or otherwise furnishes a written appeal concerning the question of fact to the City's Chief Executive Officer, who shall arrange a hearing within twenty (20) calendar days after receipt of the appeal. Both the Consultant and the Cognizant Division Director shall be notified no less than five (5) days in advance of the hearing and shall have the right to present witness and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Chief Executive Officer shall make a decision concerning the question of fact in writing to the Consultant and to the Cognizant Division Director.

Compensation and Method of Payment

I. Compensation:
In no event will the total compensation and reimbursement, if any, to be paid to the Consultant under this contract exceed the sum of Sixty thousand five hundred forty-eight dollars (\$60,548).

II. The Consultant invoices for payment will detail charges to be applied to each City Sub-element. In no event will charges applied to each sub-element exceed the maximum amounts listed below:

III. Quarterly Fixed-fee Payments:

Table with 3 columns: City Sub-Element, Product Deliverables, Maximum Amount. Rows include A-1 through H-8, Total Project Cost (\$60,548), and Quarterly Payment to Consultant (\$15,137).

IV. Method of Payments:

A. Quarterly Payments:

The Consultant shall be entitled to receive payments on the following basis: The City will pay the Consultant the amount or amounts set forth in the paragraph above, which shall constitute full and complete compensation for the Consultant's services hereunder. Such sum shall be paid in the following manner, in every case, subject to receipt of an invoice for payment from the Consultant specifying that the work has been performed under this contract in conformance with the Contract and that the Consultant is entitled to receive the amount requisitioned under the terms of the Contract.

Compensation and Method of Payment

B. Payment terms:

The Consultant shall submit the quarterly invoice by the 15th of December, March, June, and September. The City agrees to payment of invoiced amount by the 15th of January, April, July, and October.

Upon the basis of its audit and review of such invoices and approval of the monthly reports, the City will make payments to the Consultant as specified hereinabove.

C. Final payment

Final Payment shall only be made upon determination by City that all requirements hereunder have been completed. Upon such determination and upon City's receipt of a final invoice, City shall pay all compensation due to the Consultant, less the total of all previous payments made.

Consultant's final invoice and final narrative progress report must be received by City no later than ten days after the project completion date specified in the Contract. City may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

ATTACHMENT A

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts. Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Turlock or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Turlock, or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the City of Turlock shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of

ATTACHMENT A

materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Turlock or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Turlock to enter into such litigation to protect the interests of the City of Turlock, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



Council Synopsis

October 23, 2012

5E

From: Dan Madden, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician
Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a High Efficiency Toilet and Clothes Washer Replacement Rebate Program

2. DISCUSSION OF ISSUE:

On April 14th, 2009 the Council authorized the City's membership with the California Urban Water Conservation Council (CUWCC). By becoming a signatory to the CUWCC's MOU, the City of Turlock became eligible for funding administered by the State of California for various drinking water and wastewater projects.

As a member of the CUWCC, the City of Turlock is obligated to implement a number of Best Management Practices (BMPs) that are intended to encourage and increase the efficient use of water. One of these provisions requires the City to provide incentives to purchase high efficiency clothes washing machines (HECWs) and high efficiency toilets (HETs).

Staff had researched the option to partner with the Turlock Irrigation District to piggyback on a clothes washer rebate program that they administer. However, due to service area differences and program management flexibility, it was apparent that program oversight would be most effective if conducted by City staff in-house.

The proposed rebate program requires that applicants be a City of Turlock utility customer as rebates will be issued in the form of a credit to their utility account rather than an actual cash transaction. The program allows for a three-rebate maximum per household, and would be on a first come first serve basis until program funding is exhausted. Further, there are a number of terms and conditions that are required of the applicant to ensure eligibility requirements are met (see Exhibit A).

3. BASIS FOR RECOMMENDATION:

- A. The City's membership with the California Urban Water Conservation Council requires the implementation of specific BMP's, including providing incentives for the purchase of high-efficiency appliances.
- B. Should the City fall out of compliance with the CUWCC's BMP implementation, it would render the City ineligible for numerous funding opportunities administered by the State of California for various drinking water and wastewater projects.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The program would accommodate rebates for the first year with a \$5,000 cap on funding, from Fund 420-52-550.44001_126.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not offer the rebate program to City of Turlock utility customers. This option is not recommended because it would render the City ineligible for funding opportunities administered by the State of California.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A HIGH }
EFFICIENCY TOILET AND CLOTHES }
WASHER REPLACEMENT REBATE }
PROGRAM }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the City of Turlock is a member of the California Urban Water Conservation Council (CUWCC); and

WHEREAS, by becoming a signatory to the CUWCC’s Memorandum of Understanding the City of Turlock is eligible for funding administered by the State of California for various drinking water and wastewater projects; and

WHEREAS, membership requires the implementation of a number of Best Management Practices (BMP) as dictated by the Council; and

WHEREAS, one such BMP requires the City to provide incentives or institute ordinances requiring the purchase of high efficiency clothes washing machines (HECWs) and high efficiency toilets (HETs).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a High Efficiency Toilet and Clothes Washer Replacement Program for utility customers of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

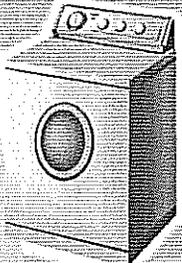
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



City of Turlock

Municipal Services Department

HIGH-EFFICIENCY TOILET AND CLOTHES WASHER REBATE PROGRAM

REBATE APPLICATION	
CLOTHES WASHER	TOILETS
 <p>\$100 Rebate for purchase of new high-efficiency washing machine.</p>	 <p>\$75 Rebate to replace older 3 gallons or more flush toilets with new 1.28 or less gallons high-efficiency toilets.</p>
*SEE ATTACHED APPROVED PRODUCTS LIST.	*SEE ATTACHED APPROVED PRODUCTS LIST- MUST HAVE THE "WATERSENSE" LABEL TO BE ELIGIBLE FOR REBATE.

TERMS AND CONDITIONS

1. Must be a City of Turlock customer account- rebate will be issued in the form of a credit to their utility account- please allow 30 days from inspection for processing.
2. Address of installation must be located within Turlock City limits.
3. Renters must have written consent from property owner prior to installation of appliance.
4. Rebates are available on a first come first serve basis until program funding has been depleted.
5. Rebates may not exceed the cost of the new fixture.
6. A maximum of 3 rebates per household allowed.
7. Pre-owned and leased appliances are not eligible for program.
8. Participants must agree to have an on-site inspection performed by City personnel.
9. Appliance must be installed within 30 days of purchase.
10. Applicant must provide original receipt of purchase with application.
11. Customers must comply with all TERMS AND CONDITIONS to be eligible for incentives.

TOILETS:

12. New toilet(s) must be WaterSense® labeled and purchased on or after July 1, 2010 (see attached info).
13. Homes built after 1994 do not qualify for this program.

CLOTHES WASHER:

14. Only appliances listed on the "WaterSense labeled/Energy Star Clothes Washers Appliance Listing" (see attached) are eligible for funding.

**Turlock Scavenger is able to provide a courtesy curbside pickup of old toilet and/or clothes washer disposal, for those City of Turlock residents that qualify for the rebate program. A pickup may be scheduled with the Turlock Scavenger Customer Service Department Please call (209) 668-7274.*

PLEASE COMPLETE REBATE APPLICATION ON REVERSE SIDE
Incomplete applications will not be considered for rebate program

CITY OF TURLOCK MUNICIPAL SERVICES DEPARTMENT
 156 S. BROADWAY, STE. 270, TURLOCK, CA 95380
 PH: (209) 668-5590 FAX: (209) 668-5695
 WWW.CITYOFTURLOCK.ORG

ACCOUNT INFORMATION

Name (City of Turlock Acct): _____ Application Date ____/____/____
 City of Turlock Account #: _____ Zip _____
 Address (Must be same as Acct.): _____
 Address (of installation): _____ Zip _____
 Own/Rent: _____ (For Renters) Permission Documented?: Y ____ N ____
 Phone: _____ Email: _____

SIGNATURE

Authorized Signature: _____ Date: ____/____/____

PURCHASE/APPLIANCE INFORMATION

Rebate Program (check box): Toilet (\$75) Washing Machine (\$100)
 Store Name (where purchased): _____ Date of Purchase ____/____/____
 Store Location: _____ City: _____ Zip: _____
 Sales Assistant: _____
 Appliance Brand (Make): _____ Model: _____
 Purchase Price: \$ _____ (Receipt Required)
 Purchase Date of Appliance to be Replaced (approx.) ____/____/____ Date Residence Built: ____/____/____
 Make Model of Old Appliance: Make (Brand): _____ Model: _____

APPLICANT AGREEMENT

The undersigned expressly agree that the City of Turlock (City) may inspect all properties participating in the High Efficient Washing Machine and/or Toilet Rebate Program(s); that the City does not guarantee the performance of any washing machine and/or toilet; and that the City does not warrant any washing machine and/or toilet or installation thereof, to be free of defects; the quality of workmanship, or the suitability of the premises or the actual appliance for the installation. The undersigned further agrees to defend, indemnify and hold harmless the City, their directors, officers, agents, and employees, from and against any and all loss, damage, expense, claims suits and liability, including attorney's fees arising out of or in any way connected with the washing machine and/or toilet and its (their) installation. Applicant has read, understands and agrees to the terms and conditions listed on the High Efficient Washing Machine and/or Toilet Rebate Program application. Applicant understands that installation of a qualifying High Efficient Washing Machine and/or Toilet may not result in lower water bills. The City reserves the right to add or remove eligible High Efficient Washing Machines and/or Toilets from the list or change the terms of the incentive offer at any time.

SIGNATURE

Scheduled Inspection: ____/____/____ Time: _____ Inspector: _____
 Authorized Signature: _____ Date: ____/____/____

CITY OF TURLOCK ONLY

Customer Account # : _____ Date: ____/____/____
 Receipt Attached? : Y ____ N ____ Receipt #: _____ Owner Approval: Y ____ N ____
 Ok'd to credit account: _____ Fund: _____



Council Synopsis

5F
November 13, 2012

From: Erik Schulze, Parks, Recreation & Public Facilities,
Superintendent

Prepared by: Karen Packwood, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the Annual Christmas Parade on Friday, December 7, 2012

2. DISCUSSION OF ISSUE:

As part of the Annual Christmas Parade, the Parks, Recreation & Public Facilities Division utilizes the north parking lot of the fairgrounds for parking and turn around for the participants in the parade. All fees have been waived by the 38th District Agricultural Association. Staff is in the process of requesting a Liability Certificate of Coverage from the Central San Joaquin Valley Risk Management Authority.

3. BASIS FOR RECOMMENDATION:

All agreements must be authorized by the City Council

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

b-v Provide excellent recreation, social and educational programs which promote youth enrichment, support family relationships and provide a safe deterrent to negative behaviors

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The City of Turlock has the option to not authorize this agreement. This is not recommended, because an alternative ending point of the parade would have to be established to accommodate 75+ floats and entries.



FORM F-31
ORIGINAL-TO RENTER
1 DUPLICATE-TO FAIR
1 DUPLICATE-TO F&E
(QUADRUPPLICATE-GENERAL
SERVICES APPROVAL ONLY)
REVISED 11/87)

AGREEMENT NO. 12-136

RENTAL AGREEMENT

DATE: 10/2/2012
FAIRTIME

WITNESSETH

INTERIM X

THIS AGREEMENT by and between the 38th District Agricultural Association
Called the Association, and CITY OF TURLOCK -
Hereinafter call the Renter

hereinafter

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Associations premises: December 7, 2012
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:
North Parking Lot, restrooms and adjacent parking on the fairgrounds as designated by Fair Management.
3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever:
Parking for Christmas Parade
4. Renter agrees to pay the Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Rental fees waived. Security is required (number to be determined by Fair Management) and must be in place throughout the entire event. Insurance is required. Exhibits A, B, C, and D are attached and made part of this agreement.
5. Association shall have the right to audit and monitor any and all records, as well as maintaining access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations governing space, attached Exhibit 1 and Exhibit 2, hereof are made a part of this agreement as though fully incorporated herein, and the Renter agrees that they have read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed in the best interests of Association.
12. Special Provisions:
Any additional use of Fairgrounds facilities, accessories, equipment, garbage, damage, labor, straw and/or shaving disposal will be subject to charges shown on the current rental rate sheet. Fairgrounds reserve the right to charge for related parking and overnight camping.
The Stanislaus County Fair reserves the right to:
Assign all food and beverage vendors
Retain revenue from food & beverage sales-including alcohol
Designate parking for events
Retain revenue from paid parking fees for events
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Renter: CITY OF TURLOCK

Stanislaus County Fair
38th District Agricultural Association

Address 144 S. BROADWAY
TURLOCK, CA 95380

Address 900 North Broadway, Turlock, CA 95380

By
Title
Signed _____

By Chris Borovansky
Title Chief Executive Officer

Signed _____

EXHIBIT A

HOLD-HARMLESS CLAUSE

User agrees to indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from User's occupation and use of said premise and facilities specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

- (a) The death or injury of any person or persons, including User or any person who is an employee or agent of User caused or allegedly caused by some act or omission of User or of some agent, contractor, employee, servant, sub-lessee or concessionaire of User on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of Lessor.
- (b) Any work performed on said premises or materials furnished to said premises at the instance or request of User or any agent of employee of User.
- (c) User's failure to perform any provision of this agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political sub-division.

INITIAL _____

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors 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 (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to 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 (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the 38th District Agricultural Association, the Stanislaus County Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair=s address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit means and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the Rental Agreement and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor services for all aisles, streets, roads, and areas used by the public, but Renter must at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

Initial

14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Contractor by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and mure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Initial



Council Synopsis

5G

October 23, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Support Operations Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between California State University Stanislaus and the City of Turlock for utilizing college interns within the Turlock Police Department

2. DISCUSSION OF ISSUE:

The Turlock Police Department has partnered with California State University – Stanislaus for several years by using college interns on a temporary basis. This has proven to be a mutually beneficial relationship wherein the police department benefits from extra volunteer assistance and the university student gains valuable insight and experience in a professional employment-type setting.

Police staff was contacted by university staff who advised that the university has a liability insurance policy for internships and service learning classes called Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). This program is designed to help insure that the University and the City have ongoing safe experiences as we work together.

In order for the university to fulfill the requirements of the SAFECLIP program, the university requires that an agreement be executed. The purpose of the agreement is to clarify roles and responsibilities and ensure that everyone has a safe working experience.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for service agreements. Staff recommends accepting the new terms of this agreement.

City Contract Number: 12-054

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could reject the new agreement.



CALIFORNIA STATE UNIVERSITY, STANISLAUS

OFFICE OF SERVICE LEARNING

This agreement entered into this 23rd day of October, 2012, between the Trustees of the California State University on behalf of California State University Stanislaus, referred to as "UNIVERSITY" and, City of Turlock referred to as "COMMUNITY BASED ORGANIZATION" or "CBO".

I. Statement of Purpose

- A. The UNIVERSITY's mission and values strongly endorse partnerships with the community that advances the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities. The UNIVERSITY promotes service learning as a valued part of a student's education process.
- B. The CBO'S mission is stated in its bylaws and articles of incorporation.
- C. The UNIVERSITY AND THE COMMUNITY BASED ORGANIZATION recognize the opportunity for positive learning experiences and mutual benefit for each, and for service learning students (referred to collectively as STUDENT). The UNIVERSITY supports the goals and objectives of the CBO.

II. Priorities

A. Program Activities:

Activities will be accomplished in accordance with the Learning Plan, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY BASED ORGANIZATION prior to the start of the experience.

1. The STUDENT will:

- a. Participate in all relevant trainings required by the CBO and stated in Section III-A-2, (Training and Orientation) of this document.
- b. Model appropriate, professional behavior when working with clients and when on the CBO's site(s).
- c. Support CBO events that are part of the service learning experience as required by faculty member.
- d. Meet the goals of the CBO program and the service learning course in which the STUDENT is enrolled.

B. Safe and Productive Environment –

1. The COMMUNITY BASED ORGANIZATION will:

- a. Give STUDENT a complete tour of the site and ensure that STUDENT IS aware of all emergency procedures and is able to act responsibly in the event of an emergency.
- b. Ensure that STUDENT is aware of the unique nature of the population and/or clients of the CBO and has received an orientation and any additional training the CBO deems necessary to work with this population.
- c. California law may require the CBO to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check. It is the CBO's responsibility to (1) determine whether such fingerprinting is required; (2) obtain the STUDENT's fingerprints; (3) obtain criminal background clearance from the appropriate agency.

2. The UNIVERSITY will ensure that STUDENT agrees to the following:

OK for Agenda
[Signature]

- a. Abide by the CBO's rules and regulations while on site and when working with CBO clients.
- b. Ensure that his/her interactions with clients are safe, positive and productive.
- c. Support the CBO's program and its objectives by performing the service activities stated in Section II-A-1 (Program Activities) of this document.

III. Structure and Support of Service Learning Student

A. The COMMUNITY BASED ORGANIZATION

1. Site Supervision – The Site Supervisor, Steven Williams will meet with the STUDENT to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary site supervisor, Jeff Lopes, will be responsible for the STUDENT in the absence of the primary supervisor.
 - a. The CBO's director or his/her designee will meet with the representative of the UNIVERSITY as needed throughout the academic term.
 - b. The CBO director and the Director of Service Learning at the UNIVERSITY shall meet as appropriate in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training and Orientation – Site Supervisor or his/her designee will provide specific training needed by STUDENT prior to his/her working with clients or providing service to the CBO. Necessary training can be provided through collaboration between the CBO, UNIVERSITY and faculty member.
3. Work Space – STUDENT will have an appropriate space at the CBO site in which to conduct assigned work. The CBO will provide access and training and all equipment necessary for STUDENT to use in order to fulfill the assigned service role.
4. Evaluation – The CBO site supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT provided to the site, and as agreed upon in the Learning Plan document

B. UNIVERSITY

UNIVERSITY will assign STUDENT to the CBO from various courses. This agreement is intended to be comprehensive and its terms cover one or more students from various courses.

1. Training and Reflection – The UNIVERSITY will provide a training session for each STUDENT regarding his/her responsibilities as described in Section II. The Service Learning Director and Faculty Members will provide opportunities for STUDENT to reflect on his/her experience working at the CBO site.
2. Supervision and Accountability – The UNIVERSITY's Office of Service Learning will work closely with the CBO, faculty and STUDENT to meet the expectations and priorities of the CBO.

IV. Length of Agreement Term

- A. Initial Term – The UNIVERSITY and COMMUNITY BASED ORGANIZATION have reached this initial agreement for the term beginning September 1, 2012 and ending August 31, 2013.
- B. Renewal. This Agreement shall be renewed automatically for additional periods of one (1) year up to a total of four (4) additional years, based on STUDENT feedback, CBO evaluation and faculty desire to continue this relationship for the purpose of service-learning under the conditions that:
 1. The UNIVERSITY and CBO continue to be committed to actively supporting the goals of the other.
 2. The STUDENT work is meaningful and helps to provide support to the CBO.
 3. The relationship is consistent with the goals of the CBO, UNIVERSITY, STUDENT and service-learning course.,

- C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

The attached General Provisions, consisting of two pages, are incorporated by reference and made a part of this agreement. This agreement reflects my understanding of the relationship.

CSU STANISLAUS

By _____
Phyllis Crittendon
Contract and Procurement Services
One University Circle, Turlock, CA 95382
Telephone: (209) 667-3243

Date: _____

**COMMUNITY BASED ORGANIZATION
CITY OF TURLOCK**

By _____
Roy W. Wasden
City Manager
156 S. Broadway, Turlock, CA 95380
Telephone: (209) 668-5542

Date: _____

General Provisions
Community Service Learning
California State University, Stanislaus

Indemnification

The CBO shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State University STANISLAUS shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, and employees occurring in the performance of this agreement. It is the intention of the Community Based Organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence and willful misconduct of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The Community Organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate. Insurance shall be placed with insurers with a current A.M. Best' rating of no less than A:VII.

The California State University systems has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Worker's Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees and the CSU system of campuses are included in this self-insured program.

Student Insurance. University shall ensure that each student in the Program is covered during the term of this Agreement by general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such liability insurance shall be not less than five million dollars (\$2,000,000) for each occurrence. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall present evidence of such coverage to CBO upon request.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Community Based Organization shall comply with any State or Federal law applicable to the Community Based Organization's performance under this Agreement.

Assignments

Without written consent of the University, this agreement is not assignable by the Community Based Organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless these are made in writing and signed by the parties hereto, and no oral understanding or agreement excluded from this document shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.



Council Synopsis

5H

October 23, 2012

From: Roy W. Wasden, City Manager
Prepared by: Maryn Pitt, Interim Airport Manager
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a facilities management agreement between the City of Turlock and the Turlock Regional Aviation Association for facilities management of the Turlock Municipal Airport and authorizing the City Manager to execute the agreement and all related documents

2. BACKGROUND:

In 1991, an Airport Master Plan, to greatly improve the airport, was adopted by the City and funded by the FAA. Federal airport improvement program funds are generated by aviation fuel taxes and other aviation services for the sole purpose of airport improvement. The 1991 Airport Master Plan defined a general and comprehensive upgrading of the Airport. Historically, the Turlock Municipal Airport has been operated under an airport lease or contract management agreements. In 1999, the City of Turlock entered into an agreement with the TRAA to operate and maintain the Airport for five years. In 2000, the City of Turlock transferred management authority to the TRAA. TRAA has broad authority to manage all phases of the Airport activities including FAA approved improvement projects. Both the FAA and Caltrans are involved in the maintenance and upgrading of the Airport. The Airport is, and has been, self-supporting by fees generated by users.

Previously, the City of Turlock approved the establishment of an Airport Advisory Commission. This group held regular meetings for the purpose of advising the City Council on airport needs and accomplishments. Members of the Commission were appointed by the Mayor.

According to a report drafted by the Turlock Airport Advisory Commission for the Study and Proposed Operational Transition of the Turlock Municipal Airport dated April 11, 2000, the report points out the expenditure deficiencies of the airport as well as discusses that the Turlock Municipal Airport is classified as a Basic Utility Airport in the National Plan of Integrated Airport Systems. The definition of an Utility airport is one designed, constructed and maintained to serve general aviation aircraft that have approach speeds of less than 121 knots (120 knots equals 138.2 mph). In this capacity range, Turlock Municipal Airport can serve approximately

seventy five percent (75%) of the single engine and small twin engine airplanes used in personal and business aviation.

Up until this time, the City of Turlock has continued to support, in principle, all of the efforts of the TRAA in the improvements and expansion of the Airport. The Airport has been operated in an efficient, businesslike manner and has relied on many varied volunteer services. It has survived years of low-level activities. It is now anticipating a future of productive growth as a viable asset to its aviation users, to the public in Merced and Stanislaus Counties, and to the City of Turlock.

Currently, there are over 70 aircraft based at the Turlock Municipal Airport. The City has a facilities management agreement with the Turlock Regional Aviation Association (TRAA) a non profit association, for the operation of the airport in which the City turned all oversight and monitoring over to the TRAA.

In the April 11, 2000 report by the Turlock Airport Advisory Commission, it concluded that one of the best options for the future of the airport was to lease the facility to a non profit organization. Following the recommendation in the report, the City Council directed the City Attorney to draft an agreement to lease out the facility for a period of five years, with the option of two additional five year period extensions. Another agreement was executed in 2008 for a period of twenty years ending on June 30, 2028. In this agreement, the City relinquished all control of the site to the TRAA, which now that the Airport has received federal funds, is not in compliance with the oversight, monitoring and compliance requirements of the FAA.

A new agreement was approved by City Council on January 10, 2012. However, issues related to the FBO operator have precluded execution of the agreement prior to now. This agreement, like the one approved in January, has been reviewed and approved by the Federal Aviation Association's District office in Burlingame.

3. BASIS FOR RECOMMENDATION:

Under the terms of the current agreement dated May 28, 2008, attached as Exhibit "A", the TRAA establishes and collects all rents due, and determines the need for appropriate commercial enterprises. The TRAA has been very successful in its efforts to obtain grants from the Federal Aviation Administration to improve and secure the facility.

In response to the concerns expressed by the Federal Aviation Administration (FAA), the City of Turlock needs to provide greater oversight and control where there have been federal funds expended. The new agreement, attached as Exhibit A reflects the requirement and the compliance with the grant assurances that are required as part of the grant agreement.

Strategic Plan Initiative: Economic Development

Goal(s): Create and sustain value added economic development

Goal(s): Job creation and retention

Goal(s): Enhance Revenue

Goal(s): Create diversity of opportunity for business and community development.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Historically, the annual revenues from the Airport operations have averaged about \$36,000 annually and annual expenses have averaged about \$22,000 annually. Based on the financial feasibility analysis, an estimated \$450,000 will be available as FAA Airport Improvement Program funds to the Airport Enterprise Fund to fund the next phase of the Capital Improvement Program. Additionally, the Airport Land Use Plan calls for five additional years of capital projects totally almost \$11 million to be funded through the competitive grant process. General aviation entitlement funds provide the City/TRAA the ability to prioritize use of these funds with a greater focus on the needs of the Airport and the community and eliminate the need to compete for general aviation discretionary funds for projects that may not have a high priority for FAA Airport Improvement Program funding.

The Turlock Municipal Airport is eligible for FAA Airport Improvement Program grants as a general aviation airport at the current level of 95 percent of the total project. The most recent prior year (2004-2008) Airport Capital Improvement Plan submitted to the FAA includes \$4.1 million of capital improvements projects for the Airport.

The Turlock Municipal Airport has received FAA grant awards beginning in 1989 with the most recent grant award of \$150,000 received in 2004 to rehabilitate the runway and install perimeter fencing. Grants totaling \$1.7 million have been awarded for projects at the Airport since 1989 averaging \$110,000 annually.

The State of California provides four financial assistance programs. The first is the Department of Transportation, Division of Aeronautics annual grant of \$10,000; the second allows the California Transportation Commission to allocate funds to match Federal Airport Improvement Program grants for airport and aviation purposes; the third is the acquisition and development grants administered by the State Transportation Improvement Program; and the fourth is the Airport Loan Program.

The State provides annual non-matching \$10,000 grants to airports that have not been designated as a "reliever" or "commercial service" airport by the FAA that may be used for both capital improvements and maintenance and operations. The annual grant may be accumulated for up to five years, or a maximum of \$50,000, and used as matching funds for an FAA Airport Improvement Program grant.

State funds can be allocated by the California Transportation Commission to match a FAA Airport Improvement Program grant once an airport sponsor has accepted the Airport Improvement Program grant from the FAA. The State match is available to airports that have been designated as a general aviation or reliever airport by the FAA. Only those projects that are included in the State's Capital Improvement Program are eligible to receive matching grants. The State match will be an amount equal to 5 percent of the 95 percent FAA Airport Improvement Program grant.

Any publicly-owned, public-use airport may apply for a State acquisition and development grant through a structured approval process. Grant projects are evaluated and prioritized by an evaluation matrix and an airport rating form with runway maintenance projects receiving the highest priority for funding. An Airport's request may range from a minimum of \$10,000 to a maximum of \$500,000 per fiscal year.

5. CITY MANAGER'S COMMENTS:

City Manager recommends approval

6. ENVIRONMENTAL DETERMINATION:

All agreements, improvements and future use of the airport are subject to compliance with National Environmental Protection Act (NEPA)

7. ALTERNATIVES:

A) Divestiture of the Turlock Municipal Airport

In the April 11, 2000 report by the Turlock Airport Advisory Commission, it noted that of "all of the options explored to divest the City of Turlock of the ownership of the Municipal Airport present challenges. The formation of an airport district will be difficult because of the fear of additional taxes for those owning property within a proposed district. The assumption of ownership by Merced County is a challenge caused by concerns over liability and expense. Reversion to the FAA is not automatic and may require an expensive environmental study with the potential issues of remediation prior to any reversion. All options do not preclude the City's financial responsibility in determining the environmental condition or required steps for the remediation should contamination be detected. It should be noted that the only airport in California that has been "reverted" to the FAA/ GSA has been the Dos Palos

Airport. In that particular case, according to the report, after reversion to the FAA, the land was sold and soon after contamination was detected. The FAA as the seller was then required to expend approximately \$6,000,000 to clean up the environmental issues and contamination.

- B) The City of Turlock could decide not to execute the management agreement and turnover the airport to another entity. However, since the Turlock Municipal Airport has received more than \$2 million in FAA funds, repayment from a non federal fund source would be required.



FACILITIES MANAGEMENT AGREEMENT
between
THE CITY OF TURLOCK
and
TURLOCK REGIONAL AVIATION ASSOCIATION
for the
Turlock Municipal Airport

THIS AGREEMENT is entered into this 11th day of November, 2012, by and between the **City OF TURLOCK**, a municipal corporation (herein referred to as "City") and **TURLOCK REGIONAL AVIATION ASSOCIATION**, a California nonprofit corporation (herein referred to as "Association").

WHEREAS, City owns real property located in the County of Merced commonly known as the Turlock Municipal Airport, located at Newport Road and East Avenue, Ballico, California (95303) ; and

WHEREAS, a portion of the property is currently devoted to public airport purposes in conformity with a quitclaim deed dated July 31, 1947; and

WHEREAS, City desires to contract the management of Turlock Municipal Airport to Association.

NOW, THEREFORE, the parties mutually agree as follows:

1. **CITY'S COMPLIANCE WITH FEDERAL OBLIGATIONS.** This Agreement shall not absolve the City of Turlock of its responsibility to comply with its federal obligations as stated in the Quitclaim Deed dated July 31, 1947 and any future Sponsor Assurances. The City of Turlock remains ultimately responsible for overseeing the safe and efficient operation of Turlock Municipal Airport.

This Agreement shall be subordinate to the provisions of any existing or future agreement entered into between City and the United States to obtain federal funding. As a result, if there is a conflict between a particular provision of this Agreement and City's federal obligations, City shall take appropriate action to extinguish or amend any such provision to be compliant with its federal obligations.

2. **ASSOCIATION'S COMPLIANCE WITH FEDERAL OBLIGATIONS.** Association agrees to operate the airport in accordance with the federal obligations of City under any existing federal grant agreements or surplus property deeds outstanding at the time of the execution for the lease or any outstanding Non-Surplus Property deed if the airport is not also subject to either a grant agreement or surplus property deed. In furtherance of this general covenant, but without limiting its general applicability, Association specifically agrees to operate the airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination; to provide space

OK for Agenda
[Signature]

on the airport for aeronautical activities to the extent available and to grant rights and privileges for use of the airfield and public facilities of the airport to all qualified persons, firms, and corporations desiring to conduct aeronautical operations on the airport.

3. **GRANTING OF RIGHTS.** Nothing in this Agreement shall be construed as granting or authorizing an exclusive right for the use of any landing area or air navigation facility upon which Federal funds have been expended. It is further understood and agreed that the limitations of 49 USC 40103(e) and FAA Order 5190.6B in regard to the prohibition to the granting of exclusive rights shall apply.

(a) City retains the right to enter into all leases and contracts on the airport if Association also conducts a separate commercial business on the airport providing products and services to aeronautical users and to the public.

(b) City retains the right to develop or improve the airfield and public areas of the airport as it sees fit, regardless of the desires or view of Association and without interference or hindrance of Association.

(c) City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of Association and without interference or hindrance.

(d) City reserves the right, but shall not be obligated to Association, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport.

(e) There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

(f) Association agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Association.

(g) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103(e) and 47107(a)(4).

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation, or maintenance of the airport. Failure of the Association to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Association's rights hereunder.

This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

TERM OF AGREEMENT. This Agreement shall become effective upon execution and shall continue in full force and effect for a period of ten (10) years, beginning December 13, 2011 and ending June 30, 2021 . **COMPENSATION.** Association shall pay an annual fee of One Dollar (\$1.00) per year with further consideration for this Agreement being the commitment of Association to operate the airport facility as a public airport with all monies generated by such operation to be expended solely for public airport purposes. Any future development that may be contemplated on the airport property will be subject to a separate agreement with the City and the TRAA as parties to the agreement.

1. **PROPERTY TAXES.** Association shall also pay all property taxes due from City attributable to the airport facility and the parties acknowledge that this Agreement may constitute a possessory interest in accordance with Revenue and Taxation Code §107 and Association may be subject to the payment of property taxes levied on this interest.

2. **TITLE 14 CFR PART 77.** Association agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises or in the event of any planned modification or alteration of any present or future building or structure situated on the premises to the extent the Association contracts with the building owner.

Association expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth. Any offending structure, building or growth caused or created by an entity or person contracting directly with City shall not be deemed a breach of the aforesaid covenants, and Association shall not be responsible for costs to remove or otherwise mitigate any such offending structure, building or growth, nor shall it be liable for any damages caused by such structure, building or growth.

3. **REASONABLE AND NONDISCRIMINATORY SERVICES.** Association will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

4. **SAFETY.** Association will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

5. **INSURANCE.** Association shall not commence work under this Agreement until Association has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Association allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Association shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Association, 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) Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (3) Errors and Omissions/Professional Liability Insurance.

(b) Association shall maintain limits no less than:

- (1) Premises Liability: \$5,000,000 per occurrence for bodily injury,
- (2) Operations Liability: \$1,000,000 per accident for bodily injury, personal injury and property damage.
- (3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident or bodily injury or disease.
- (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Any deductible or self-insured retentions must be declared to and approved by City. At the option of City, either: 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 Association shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) The premises liability and operations liability policies are to 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 insureds with respect to liability arising out of work or operations performed by or on behalf of Association including materials, parts or equipment furnished in connection with such work or operations. Liability coverage can be provided in the form of an endorsement to Association's insurance, or as a separate owner's policy.

(2) For any claims related to the Airport, Association's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its elective and appointive boards, officers, agents, employees, or volunteers shall be excess of Association's insurance and shall not contribute with it.

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide City a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

(f) Association shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be approved by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, Association hereby agrees to waive subrogation which any insurer of Association may acquire from Association 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 Association, its agents, employees, independent contractors and subcontractors. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

6. **INDEMNIFICATION.** Association 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 Association, 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.

7. **NONDISCRIMINATION.** Association does hereby covenant and agree that:

(a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) Association shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

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

8. **FIXED BASE OPERATOR** Association shall be responsible for determining the need for one or more Fixed Base Operator(s) ("FBO") or other appropriate commercial enterprises. The City of Turlock shall be notified of any and all incoming Fixed Based Operator or commercial businesses or enterprises. Agreements between the TRAA and any other party shall be submitted for review to the City to insure that agreements are compliant with all grants assurances and city requirements. The City reserves the right to revise, deny or revoke any FBO agreement with respect to meet airport standards, Federal laws or sponsor grant assurances.

9. **PRIVATELY OWNED HANGARS.** City shall permit the construction of privately owned hangars or facilities on the airport property so long as the hangars or facilities comply with all building codes and regulations of Merced County and the Turlock Municipal Airport Master Plan and are in compliance to applicable guidelines contained in the Sponsor Assurances and FAA Order 5190.6B. The TRAA shall propose and the City shall approve a fee and rate structure plan for the ground lease of any structures current or proposed structures to be built as identified on the approved Airport Layout Plan ("ALP"). Rental and lease rates for hangars shall be reviewed and set annually and shall be charged at fair market rate.

10. **UTILITIES.** Association shall pay for all utilities attributable to the airport facility including, but not limited to, sewer, water, natural gas, electricity, telephone, and garbage.

11. **AIRPORT ENTERPRISE ACCOUNT.** City shall submit an accounting and status report of the Airport Enterprise Account, including grant funds, to Association at the beginning of the Agreement and annually thereafter. Association shall obtain and submit to City an audited annual statement of revenues and expenses accumulated through the operation of the airport prepared by an approved outside auditor.

12. **PUBLIC ENTITY GRANTEE.** City shall remain the public entity grantee for State and Federal airport grants and will continue to comply with State and Federal grant assurances as required by current FAA regulations; however, the City shall be responsible for preparing and submitting through City all grant applications. Any matching funds necessary to secure such grant(s) will be derived from airport and Association developed revenues only. No General Fund monies will be used for grant match obligations. City agrees to forward all documents pertaining to airport grants to Association and process completed applications with the grantor agencies in a timely manner.

13. **MAINTENANCE AND REPAIR.** Association shall be responsible for all normal maintenance and repair of airport facilities pursuant to the normal operation of the airport. Major improvement and pavement preservation projects will be performed to the extent that State and Federal grant applications are funded and as other appropriate funding sources may become available.

14. **NOTIFICATIONS TO AGENCIES.** Association shall be responsible for the notification of the Federal Aviation Administration or any other regulatory agency if any occurrence, event, or incident requiring the notification of such agency by rule, regulation, or law, specifically but not limited to, NOTAMs, National Transportation Safety Board notifications, airport directory updates, etc. City shall be supplied with copies of all such notifications.

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

Association, 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.

Subject to the City's approval, Association shall determine the method, details and means of performing the work and services to be provided by Association under this Agreement. Association shall be responsible to City only for the requirements and results specified in this Agreement, and, subject to the City's approval, Association has control over the manner and means of performing the services under this Agreement.. Association is permitted to provide a service to others during the same period service is provided to City under this Agreement. If necessary, Association has the responsibility for employing other persons or firms to assist Association in fulfilling the terms and obligations under this Agreement.

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

It is understood and agreed that as an independent contractor and not an employee of City, neither Association nor Association'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 Association must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Association's personnel.

As an independent contractor, Association 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.

16. **TERMINATION.** This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of Association, (2) legal dissolution of Association, or (3) death of key principal(s) of Association.

Should Association 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 Association. 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 Association, dishonesty or theft.

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option Association 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 Association, willful destruction of Association's property by City, dishonesty or theft.

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

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

19. **OBLIGATIONS OF ASSOCIATION.** Throughout the term of this Agreement, Association shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Association 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. Association 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.

20. **DELINEATION OF RESPONSIBILITIES BY BOTH PARTIES.** In order to effectively manage the Turlock Municipal Airport, the roles and responsibilities of both the City and the Association are delineated in Attachment A and are incorporated herein as part of this agreement.

21. **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 Association for purposes other than this contract without the express prior written consent of City.

22. **NEWS AND INFORMATION RELEASE.** Association 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.

23. **INTEREST OF ASSOCIATION.** Association 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. Association warrants that, in performance of this Agreement, Association shall not employ any person having any such interest. Association 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.

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

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

26. **ASSIGNMENT.** This Agreement, either in whole or in part, is not assignable by Association without the prior written consent of City, such consent shall not be unreasonably withheld and will be executed with prior knowledge and approval of FAA.

27. **AMENDMENT.** No amendment, alteration or variation of the terms or specification of this Agreement shall be valid unless made in writing and mutually signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

28. **BEARING RESPECTIVE COSTS.** Association and City will each bear their respective costs of negotiating and executing this Agreement with no funds being expended from City's Airport Enterprise Fund.

29. **TIME.** Time is of the essence in this Agreement.

30. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver any such additional documents as may be reasonably necessary to carry out the provisions of this Agreement.

31. **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.

32. **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.

33. **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 Association's charges to City under this Agreement.

Association 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 Association's services. City's representative shall have the right to reproduce any of the aforesaid documents.

34. **GOVERNING LAW.** This Agreement shall be governed according to the laws of the State of California.

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

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

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

38. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE.** Association 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.*

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

FOR ASSOCIATION: Turlock Regional Aviation Association
Attention: Todd Smith, President
Post Office 556
Denair, California 95316
(209) 648-0805

FOR CITY: City of Turlock
Attention: Roy W. Wasden, City Manager
156 South Broadway, Suite 230
Turlock, CA 95380-5454
(209) 668-5540

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

CITY OF TURLOCK,
a California municipal corporation

TURLOCK REGIONAL AVIATION ASSOCIATION

By: _____
Roy W. Wasden, City Manager

By: _____
Todd Smith, President

Date: _____

Date: _____

APPROVED AS TO FORM :

By: _____
Harrison Gibbs , Vice President

By: _____
Phaedra A. Norton, City Attorney

By: _____

William Behrens, Treasurer

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

By: _____

Dennis Lundeen, Secretary

Attachment A Delineation of Responsibilities

For the Turlock Regional Aviation Association:

- TRAA will be responsible for billing and collecting rental fees for hangars, tie downs and any other leased space at the Airport.
- TRAA will be responsible for inspecting hangars to ensure that activities conducted therein are consistent with applicable agreements and do not present any risk to aeronautical activities in the Airport.
- TRAA shall immediately notify the City of any event or condition at the Airport which is known or which should be reasonably be known that may present a risk to human health or the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of any hazardous substance, or any weather or climatic condition presenting a risk to the operation of aircraft or the Airport.
- TRAA will show the Airport staffing hours.
- TRAA will comply with the Airport Rules and Regulations, as exist as of the effective date or promulgated and amended thereafter, and all applicable requirements under the federal, state and local law and FAA regulation in carrying out its obligations to the Turlock Municipal Airport.
- TRAA shall negotiate with any interested party to arrive at lease requirement, provisions and costs which reflect fair market values and include provisions to increase lease amounts in future years based on appropriate economic factors (e.g. escalation clause) Prior to entering into any lease for property at the Airport, the prospective lessee must present to the TRAA satisfactory evidence that it meet the minimum standards as established by the City for engaging in business at the Airport.

For the City of Turlock:

- The City of Turlock will assign a city staff person as the Airport Manager to interact and facilitate grants, programs and other issues with respect to the airport. This staff person shall be the point of contact for the TRAA and shall attend as a requirement their meetings to facilitate the smooth operation of the airport.
- The City shall process for payment all invoices related to projects constructed with FAA grant funds.
- The City Council shall take legislative action as necessary for compliance with the FAA requirements and grant assurances.



Council Synopsis

57
October 23, 2012

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$6,711 to account number 240-00-000-201.44030_013 "Minor Equipment-BCH Repairs & Improvements" from Fund 240 "Small Equipment Replacement-BCH Repairs & Improvements" reserve balance for the replacement of a security card printer and security cards compatible with the Public Safety Facility security system

2. DISCUSSION OF ISSUE:

Microbiz Security Company has provided the City of Turlock with a quote to replace the current security card printing system. We rely on a security card system for employee access in to City facilities and to limit access to secure areas within those facilities. We have been experiencing issues with the speed of our current card printer and producing security reports for our managers.

The proposed system provides a much higher level of security. The security of the card and associated data is increased due to the customized 35-bit format that is proprietary to each individual end-user. The card system tracks card number sequences to prevent card number duplication. The City of Turlock will be issued a custom facility code.

The card printer offers a cross-reference list correlating with the cards issued, and the programmed ID number is provided for easier system maintenance. It offers the capability to inactivate a security card from a master station.

3. BASIS FOR RECOMMENDATION:

Not only will this security card system provide us with a higher level of security with our access cards, it will serve as a back up to the system purchased by Public Safety for their new facility. This is the only system compatible with theirs.

The quote provided is for a Magic Card Rio Pro Duo printer with double sided printing capabilities, maintenance kits and 500 HID Corporate 1000 access cards.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal: 1) b. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University, Stanislaus

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

\$6,711.00 – 240-00-000-201.44030_013 “Minor Equipment-BCH Repairs & Improvements”

Budget Amendment

Appropriation from Fund. 240 “Small Equipment Replacement-BCH Repairs & Improvements” reserve balance

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

A. Do not replace the current security card system.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2012-
\$6,711 TO ACCOUNT NUMBER }
240-00-000-201.44030_013 "MINOR }
EQUIPMENT-BCH REPAIR & IMPROVEMENTS"}
FROM FUND 240 "SMALL EQUIPMENT }
REPLACEMENT-BCH REPAIRS & }
IMPROVEMENTS" RESERVE BALANCE FOR }
THE REPLACEMENT OF A SECURITY CARD }
PRINTER AND SECURITY CARDS }
COMPATIBLE WITH THE PUBLIC SAFETY }
FACILITY SECURITY SYSTEM }
_____ }

WHEREAS, the City of Turlock utilizes a security card system for employee access in to City facilities and to limit access to secure areas within those facilities. The current system has presented issues with system speed and generation of reports; and

WHEREAS, Public Safety has purchased a security card system for the new Public Safety Facility; and

WHEREAS, the security card system compatible with the one purchased for the Public Safety facility will provide a much higher level of security with a customized 35-bit format that is proprietary to each individual end-user and has the ability to track card number sequences to prevent card number duplication.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of \$6,711 to account 240-00-000-201.44030_013 "Minor Equipment-BCH Repairs & Improvements" from Fund 240 "Small Equipment Replacement-BCH Repairs & Improvements" reserve balance for the purchase of a security card system offering a high level of security and compatibility with the Public Safety Facility system.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

55
October 23, 2012

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a one (1) year agreement with Marcum LLP in an amount not to exceed \$62,500 to provide professional, external auditing services and appropriating \$12,500 to account number 110-10-106.43055_002 "Consultant – Audit" to supplement amounts previously budgeted for services

2. DISCUSSION OF ISSUE:

In April 2003, the City initially engaged Caporicci & Larson, through the competitive bid process, to provide professional external auditing services for the City. That contract was extended two more times for an additional six years total. The last extension expired with the completion of the 2010-11 audit. During the last extension, the firm of Caporicci & Larson merged twice and the surviving firm is known as Marcum LLP.

At the City's request, Marcum LLP is currently proposing a one –year contract for audit services for the 2011-12 fiscal year. The cost and complexity of municipal audit services has increased significantly over the past three years. With the changes coming out of the RDA dissolution and the financial meltdowns of the past few years, more changes have been promulgated for municipal financial statements and accounting from the Government Accounting Standards Board (GASB) and from the State of California. As a point of reference, the audit cost of 2010-11 was \$44,900. The contract currently before Council is for \$62,500. Staff had a couple of long discussions with the partner on our engagement to get the cost down to \$62,500 for 2011-12.

Due to the changes noted above, Staff anticipates going through an RFQ/RFP process in early 2013 to determine who the City's auditors will be for the 2012-13 fiscal year. There wasn't sufficient Staff or calendar time to go through this process for the 2011-12 audit, so Staff recommends the attached one-year agreement.

The proposed services will include assisting City staff with the preparation of the following financial statements and reports:

- ✓ Basic Financial Statements for the City of Turlock,
- ✓ Component Unit Financial Statements for the Turlock Public Financing Authority,
- ✓ Single Audit Report for the City of Turlock,
- ✓ Financial Statements for the City of Turlock Transportation Development Act (TDA);
- ✓ Abandoned Vehicle Abatement Program reporting; and
- ✓ GANN (Appropriating Limit) Reporting.

In addition, services will include preparation of required communications between the auditors and the City Council. If called for based on the results of its audit procedures, they will also prepare a management letter which provides suggestions for improvement of the City's overall accounting and internal control processes.

3. BASIS FOR RECOMMENDATION:

Due to the requirement to have an annual audit performed, Marcum LLP's familiarity with the City's accounting systems and having provided satisfactory performance in the past, Staff recommends the one-year contract. As noted above, Staff will proceed with an RFP/RFQ in 2013 to provide a basis for evaluating the costs associated with such services in the future.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the 2012-13 budget was prepared, the current contract was ending and an estimate of \$50,000 was included in the budget for audit services. These services are funded by various City funds depending on their impacts to the overall audit process. Staff requests an additional appropriation of \$12,500 to fund this new contract with funding coming from various City funds. Based on the breakout included in the attached Resolution, the General Fund portion of this increase will be \$2,775 (\$75 in Police and \$2,700 unallocated General Fund).

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

None recommended



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MARCUM LLP
for
Auditing Services for FYE 2011-12
PROJECT NO. 12-046

THIS AGREEMENT is made this 24th day of October, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MARCUM LLP** a limited liability partnership, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for specialized accounting and auditing 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: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. Except as provided in the appendix to the engagement letter prepared by the CONSULTANT and attached as Exhibit A, the sum of this Agreement shall not exceed Sixty-Two Thousand Five Hundred and no/100^{ths} Dollars (\$62,500.00). 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 until the completion of the City's 2011-12 fiscal year audit as delineated in Exhibit A, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work 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 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 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: 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 11 85 or its equivalent), 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: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) 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 (b) 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 and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and 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 (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(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 any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(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 endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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 and payment for the portion of time and services already incurred.

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, including the engagement letter prepared by CONSULTANT and attached as Exhibit A, 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, 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. Working papers prepared to support the reports and other materials furnished hereunder are the property of the CONSULTANT. With the exception of the professional requirements to make all reports and supporting working papers available as required by law or for peer review selection as described in the engagement letter prepared by the CONSULTANT and attached as Exhibit A. 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. 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: MARCUM, LLP
Attn: Carmen Wilson, Partner
101 Montgomery Street, Suite 1900
San Francisco, CA 94104
PHONE: 415-694-5141
FAX: 415-391-2310

for CITY: CITY OF TURLOCK
ATTN: Marie Lorenzi
156 SOUTH BROADWAY, SUITE 110
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 1318
FAX: (209) 668-5576

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

MARCUM, LLP

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

August 17, 2012

To the City Council of the City of Turlock
c/o Roy W. Wasden, City Manager and
Marie Lorenzi, Senior Accountant
156 South Broadway, Suite 230
Turlock, CA 95380-5454

Re: Engagement of Marcum LLP

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide to the City of Turlock for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Turlock as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Turlock's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Turlock's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles (as applicable) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress – Pensions
- 3) Schedule of Employer Contributions - Pensions
- 4) Schedule of Funding Progress - OPEB
- 5) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Turlock's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial

statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Financial Statements

Additional financial statement and related reporting objectives covered by this engagement letter and subject to the same terms and conditions (as applicable) are as follows:

- 1) Single Audit Reporting
- 2) Transportation Development Agency
- 3) Public Financing Authority
- 4) Abandoned Vehicle Abatement Program (if required for fiscal year end)
- 5) GANN Reporting (agreed upon procedures engagement)

The Redevelopment Agency accounts will be included in the audit of the basic financial statements, but at this time a separate report and compliance testing is not expected to be required.

Due to the unique requirements of an agreed upon procedures engagement, a separate letter outlining the specified parties and the procedures to be performed for the GANN Reporting requirement will be prepared.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with the provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records of the City of Turlock, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City of Turlock or to acts by management or employees acting on behalf of the City of Turlock. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the City of Turlock's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Turlock's compliance with provision of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Turlock's major programs. The purpose of these procedures will be to express an opinion on the City of Turlock's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we may assist with the preparation of your financial statements, schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Turlock and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit,

and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City of Turlock received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City of Turlock complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also

agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7)

serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Reproduction of Auditor's Report

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Background Checks

As a matter of Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum LLP professionals assigned to the audit, during the one year period prior to the commencement of the yearend audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates. Furthermore, we strive to staff your engagement with quality, superbly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, we ask that you agree to the following. In the event that any of our employees accepts a position of employment with the City at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance to help you locate and hire a qualified individual.

Access to Working Papers

The working papers prepared in conjunction with our engagement are the property of Marcum LLP and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

The Firm may, from time to time, and depending on the circumstances, use third-party service providers to assist us with the audit of your financial statements. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Furthermore, the Firm will remain responsible for the work performed by such third-party service providers.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE GOVERNMENT UNIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER *this Firm and the City of Turlock each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising*

out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This Firm and the City each expressly agree and acknowledge that the Supreme Court of the State of California, County of San Francisco, and the United States District Court for the Central District of California, Western Division Courthouse, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the City and our relationship with you shall be governed by the laws of the State of California to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under. In any litigation brought by either this Firm or the City of Turlock, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

You agree that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than one year after the date of the last services provided under this agreement.

The City of Turlock hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Turlock's management, regardless of whether such person was acting in the City of Turlock's interest. This indemnification will survive termination of this letter of engagement.

Data Collection Form

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days

after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits

Other Services

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the City. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend a City Council meeting.

Timeline

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the level of the personnel assigned to your engagement. Our travel and other out-of-pocket costs have been estimated and included in the quoted fee below. Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. You agree that we are not responsible for the impact on the City of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an estimated fee of \$62,500, inclusive of travel and other out-of-pocket costs. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. We will identify these circumstances in writing prior to incurring the additional costs. Additional services provided beyond the described scope of services will be billed separately.

Agreement

This letter will be included as an exhibit to a contract prepared by the City of Turlock. This letter and that contract comprise the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

City of Turlock
August 7, 2012
Page 12

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City of Turlock and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign the two enclosed letters and return both of them to us and we will send you an executed original.

We appreciate the opportunity to be of service to the City of Turlock and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Carmen Wilson

CW/nrs

ACCEPTED

This letter correctly sets forth the agreement of the City of Turlock.

Authorized Signature: _____

Title: _____

Date Signed: _____

APPENDIX A

City of Turlock Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum LLP (Marcum) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the City are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A ONE (1) }
YEAR AGREEMENT WITH MARCUM LLP }
IN AN AMOUNT NOT TO EXCEED \$62,500 }
TO PROVIDE PROFESSIONAL, EXTERNAL }
AUDITING SERVICES AND }
APPROPRIATING \$12,500 TO ACCOUNT }
NUMBER 110-10-106.43055_002 }
"CONSULTANT AUDIT" TO SUPPLEMENT }
AMOUNTS PREVIOUSLY BUDGETED FOR }
SERVICES }

RESOLUTION NO. 2012-

WHEREAS, the City of Turlock (City) is required to have an annual audit in order to comply with State law and covenants contained in the bond documents associated with the City's various outstanding debt obligations; and

WHEREAS, the City's contract with its previous external audit firm has expired; and

WHEREAS, at the City's request, Marcum LLP has proposed a one-year contract in an amount not to exceed \$62,500; and

WHEREAS, when the 2012-13 municipal budget was prepared, Staff estimated \$50,000 for external audit services and now desires to increase the budget to \$62,500; and

WHEREAS, the funding for these services will be allocated among various City funds based on the revenue sources within those funds and their demand on audit services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the following:

1. A one-year agreement with Marcum LLP in an amount not to exceed \$62,500 for services delineated in the attached contract, including Exhibit A; and
2. Appropriating \$12,500 to account number 110-10-106.43055_002 "Consultant Audie" to be funded via transfers from the following funds in the following amounts.
 - a. Police Services 110-20-200.48001_077 for \$75
 - b. Local Transportation Funds 216-40-421.48001_077 for \$100
 - c. CDBG 255-41-485.48001_077 for \$1,900
 - d. Building 405-40-405.48001_077 for \$425
 - e. Water Quality Control 410-51-530.48001_077 for \$2,400

- f. Water 420-52-550.48001_077 for \$2,250
- g. Transit – DAR 425-40-415.48001_077 for \$250
- h. Transit – BLST 426-40-415.48001_077 for \$450
- i. Engineering 502-40-410.48001_077 for \$425
- j. Successor Agency 621-10-198.48001_077 for \$1,500
- k. CFD #1 705-10-170.48001_001 for \$25

The unallocated balance of \$2,700 will be funded by the General Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 4, CHAPTER 7, }
ARTICLE 14, REGARDING SPEED LIMITS }
_____ }

ORDINANCE NO. -CS

WHEREAS, the City of Turlock seeks to provide for the safe and orderly movement of traffic on its roadways and recognizes that the modification of regulatory speed limits, when necessary, set in accordance with state regulations and sound engineering judgment, is an important factor in meeting this goal; and

WHEREAS, California Vehicle Code Sections 22357 and 22358 allow local agencies to increase or decrease regulatory speed limits when supported by an Engineering & Traffic Survey and the streets posted accordingly; and

WHEREAS, an Engineering & Traffic Survey, conducted in accordance with provisions in the California Manual of Uniform Traffic Control Devices as required by the California Vehicle Code, accounts for vehicle speeds, accident history, and roadway conditions, thereby ensuring the recommended speed limit reflects the unique conditions associated with that section of roadway; and

WHEREAS, federally-funded capital improvement projects, such as road rehabilitation and reconstruction projects, that take place on a portion of roadway listed on Functional Classification Map of the California Road System require such surveys as a requirement of project funding; and

WHEREAS, an Engineering & Traffic Survey was conducted on each section of roadway proposed for modification below with the results of those studies supporting modification of the prima facie speed limit as proposed, unless a 5 m.p.h. reduction was applied by the City Engineer when specific criteria warranted a reduction; and

WHEREAS, legal enforcement of these modified speed limits through radar or Lidar requires a currently adopted Engineering & Traffic Survey, otherwise defining the area a "speed trap" under California Vehicle Code Section 40802, making proper traffic enforcement difficult to achieve.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 4, Chapter 7, Article 14, Sections 1 and 2 are hereby amended to read as follows:

4-7-1401 Modifying statutory speed limits.

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free flowing traffic, except as otherwise provided in this section. If the Traffic Engineer determines, upon the basis of an engineering and traffic survey, that the 85th-percentile speed is greater than is reasonable or safe under the specific conditions found to exist upon such streets, the Traffic Engineer can apply a single, 5 mph reduction to such speed limits on such streets when this determination is made in writing with the conditions and justifications expressly stated. When evaluating conditions for a potential reduction in speed, the Traffic Engineer shall consider collision records, roadside conditions not readily apparent to the driver, residential density, and pedestrian or bicyclist activity. The Council, by ordinance, may set forth the altered prima facie speed limits on such streets, when supported by an engineering and traffic survey, and no person shall exceed the speed designated for such streets, or parts of such streets, therein designated when signs are erected giving notice thereof.

4-7-1402 Altered speed limits.

Pursuant to California State Vehicle Code Section 22357, "Increase of Local Speed Limits" and Section 22358, "Decrease of Local Speed Limits," an engineering and traffic survey has been conducted to establish prima facie speed limits upon the streets or portions thereof within the City of Turlock. Pursuant to such survey, prima facie speed limits are established on the following designated streets or portions thereof as reflected below:

(a) 25 MPH Speed Limit.

- (1) Alpha Rd. - from East Ave. to Berkeley Ave.
- (2) S. Broadway - from W. Olive Ave. to "D" St.
- (3) Berkeley Ave. - from Hawkeye Ave. to East Ave.
- (4) Crowell Rd. - from W. Tuolumne Rd. to W. Christoffersen Pkwy.
- (5) El Capitan Dr. - from N. Berkeley Ave. to Murphy Dr.
- (6) Fifth St. - from Lander Ave. to "F" St.
- (7) First St. - from E. Olive Ave. to "F" St.
- (8) Fullerton Dr. - from Geer Rd. to Olive Ave.
- (9) Georgetown Ave. - from Walnut Ave. to Del's Ln.
- (10) Joett Dr. - from Tully Rd. to Fulkerth Rd.
- (11) Kilroy Rd. - from Roberts Rd. to Terralinda Dr.
- (12) E. Main St. - from First St. to E. Canal Dr.
- (13) W. Main St. - from Lander Ave. to First St.
- (14) Marshall St. - from N. Minaret Ave. to Johnson Rd.
- (15) S. Minaret Ave. - from E. Main St. to Little St.
- (16) E. Minnesota Ave. - from N. Olive Ave. to Colorado Ave.
- (17) Mountain View Rd. - from Roberts Rd. to Paseo Entrada.
- (18) North Ave. - from Geer Rd. to N. Olive Ave.
- (19) Orange St. - from W. Main St. to Montana Ave.
- (20) Park St. - from Soderquist Rd. to Broadway.

- (21) Paseo Belleza - from Estrella Way to Crowell Rd.
- (22) Paseo De Leon - from Panorama Ave. to Black Oak St.
- (23) Paseo Del Sol - from N. Kilroy Rd. to Panorama Ave.
- (24) Paseo Entrada - from N. Tegner Rd. to Mountain View Rd.
- (25) Peacock Dr. - from Berkeley Ave. to Johnson Rd.
- (26) W. Springer Dr. - from Panorama Ave. to Geer Rd.

(b) 30 MPH Speed Limit.

- (1) Berkeley Ave. - from East Ave. to Ramson Dr.
- (2) N. Broadway - from N. Front St. to East Olive Ave.
- (3) W. Canal Dr. - from Broadway to Geer Rd.
- (4) Chestnut St. - from Grant St. to Canal Dr.
- (5) Colorado Ave. - from E. Main St. to E. Monte Vista Ave.
- (6) East Ave. - from Bell St. to S. Golden State Blvd.
- (7) "F" St. - from Lander Ave. to S. Golden State Blvd.
- (8) Fosberg Rd. - from E. Monte Vista Ave. to Taylor Rd.
- (9) First St. - from Chestnut to E. Olive Ave.
- (10) Geer Rd. - from Canal Dr. to S. Golden State Blvd.
- (11) N. Golden State Blvd. - from 300 feet north of E. Olive Ave. to East Ave.
- (12) Grant Ave. - from Chestnut St. to W. Main St.
- (13) Hedstrom Rd. - from Geer Rd. to Colorado Ave.
- (14) Johnson Rd. - from East Ave. to Tuolumne Rd.
- (15) E. Main St. - from Berkeley Ave. to Canal Dr.
- (16) W. Main St. - from West Ave. to Lander Ave.
- (17) Marshall St. - from S. Golden State Blvd. to Minaret Ave.
- (18) Marshall St. - from Johnson Rd. to N. Daubenberger Rd.
- (19) E. Minnesota Ave. - from Geer Rd. to N. Olive Ave.
- (20) W. Minnesota Ave. - from Crowell Rd. to Geer Rd.
- (21) Ninth St. - from "F" St. to Linwood Ave.
- (22) E. Olive Ave. - from Canal Dr. to First St.
- (23) N. Olive Ave. - from Canal Dr. to Hawkeye Ave.
- (24) W. Olive Ave. - from Lexington to First St.
- (25) N. Olive Ave. - from Christoffersen Pkwy. to Taylor Rd.
- (26) Panorama Ave. - from Springer Dr. to Christoffersen Pkwy.
- (27) Pedras Rd. - from N. Golden State Blvd. to Geer Rd.
- (28) Porsche Strasse - from Monte Vista Ave. to Walnut Rd.
- (29) N. Quincy Rd. - from E. Marshall St. to East Ave.
- (30) Roberts Rd. - from N. Golden State Blvd. to N. Kilroy Rd.
- (31) South Ave. - from Lander Ave. to S. Tully Rd.
- (32) W. Tuolumne Rd. - from N. Walnut Rd. to N. Golden State Blvd.
- (33) E. Tuolumne Rd. - from Geer Rd. to Berkeley Ave.
- (34) Tully Rd. - from W. Tuolumne Rd. to Canal Dr.
- (35) Twentieth Century Blvd. - from N. Golden State Blvd. to Geer Rd.
- (36) N. Walnut Rd. - from Monte Vista Ave. to N. Golden State Blvd.
- (37) Wayside Dr. - from Geer Rd. to N. Olive Ave.
- (38) West Ave. South - from W. Main St. to W. Linwood Ave.

(c) 35 MPH Speed Limit.

- (1) Berkeley Ave. - from Taylor Rd. to Hawkeye Ave.
- (2) E. Canal Dr. - from Geer Rd. to Daubenberger Rd.
- (3) W. Canal Dr. - from Soderquist Rd. to N. Broadway.
- (4) W. Canal Dr. - from S. Walnut Rd. to Tully Rd.
- (5) Colorado Ave. - from Taylor Rd. to E. Monte Vista Ave.
- (6) Crowell Rd. - from W. Christoffersen Pkwy. to Taylor Rd.
- (7) Daubenberger Rd. - from Tuolumne Rd. to East Ave.
- (8) Del's Ln. - from W. Monte Vista Ave. to N. Golden State Blvd.
- (9) East Ave. - from Bell St. to Johnson Rd.
- (10) Fifth St. - from "F" St. to Linwood Ave.
- (11) N. Front St. - from W. Canal Dr. to N. Golden State Blvd.
- (12) Geer Rd. - from Canal Dr. to Monte Vista Ave.
- (13) N. Golden State Blvd. - from Almond Ave. to N. Front St.
- (14) Hawkeye Ave. - from Colorado Ave. to N. Daubenberger Rd.
- (15) Lander Ave. - from Lexington to South Ave.
- (16) E. Linwood Ave. - from Golf Rd. to Lander Ave.
- (17) W. Linwood Ave. - from Lander Ave. to West Ave.
- (18) W. Main St. - from S. Kilroy Rd. to West Ave.
- (19) N. Olive Ave. - from Hawkeye Ave. to Springer Rd.
- (20) N. Quincy Rd. - from Swan Park Dr. to Marshall St.
- (21) Soderquist Rd. - from Fulkerth Rd. to Jordan Ave.
- (22) N. Tegner Rd. - from Sandstone St. to Taylor Rd.
- (23) N. Tully Rd. - from W. Tuolumne Rd. to W. Canal Dr.
- (24) S. Tully Rd. - from W. Main St. to South Ave.
- (25) E. Tuolumne Rd. - from Berkeley Ave. to N. Waring Rd.
- (26) W. Tuolumne Rd. - from Countryside Dr. to N. Golden State Blvd.
- (27) S. Walnut Rd. - from W. Canal Dr. to W. Main St.
- (28) S. Walnut Rd. - from W. Main St. to 2,240 feet north of W. Linwood Ave.

(d) 40 MPH Speed Limit.

- (1) W. Canal Dr. - from Tully Rd. to Soderquist Rd.
- (2) E. Canal Dr. - from Daubenberger Rd. to Johnson Rd.
- (3) Christoffersen Pkwy. - from N. Golden State Blvd. to Kilroy Rd.
- (4) Countryside Dr. - from W. Monte Vista Ave. to Fulkerth Rd.
- (5) Fulkerth Rd. - from Tegner Rd. to N. Golden State Blvd.
- (6) E. Glenwood Ave. - from Lander Ave. to Golf Rd.
- (7) S. Golden State Blvd. - from East Ave. to "F" St.
- (8) Hawkeye Ave. - from N. Golden State Blvd. to Colorado Ave.
- (9) Hawkeye Ave. - from Daubenberger Rd. to Waring Rd.
- (10) Lander Ave. - from South Ave. to State Route 99.
- (11) Linwood Ave. - from West Ave. to 1,400 feet west of Walnut Rd.
- (12) S. Kilroy Rd. - from W. Main St. to Linwood Ave.
- (13) N. Quincy Rd. - from E. Monte Vista Ave. to Swan Park Dr.
- (14) N. Tegner Rd. - from W. Tuolumne Rd. to W. Monte Vista Ave.
- (15) Tully Rd. - from Canal Dr. to Main St.

- (16) N. Walnut Rd. - from Taylor Rd. to Monte Vista Ave.
 - (17) S. Walnut Rd. - from 2,240 feet north of W. Linwood Ave. to W. Linwood Ave.
 - (18) Waring Rd. - from Tuolumne Rd. to Hawkeye Ave.
- (e) 45 MPH Speed Limit.
- (1) Christoffersen Pkwy. - from Kilroy Rd. to east City limits.
 - (2) Dianne Dr. - from W. Main St. to Fulkerth Rd.
 - (3) East Ave. - from Johnson Rd. to Daubenberger Rd.
 - (4) Geer Rd. - from Monte Vista Ave. to Taylor Rd.
 - (5) W. Glenwood Ave. - from Linwood Ave. to Lander Ave.
 - (6) Golf Rd. - from First St. to State Route 99
 - (7) N. Golden State Blvd. - from Fulkerth Rd. to Almond Ave.
 - (8) W. Main St. - from S. Tegner Rd. to S. Kilroy Rd.
 - (9) Monte Vista Ave. - from Tegner Rd. to Quincy Rd.
 - (10) S. Tegner Rd. - from south City limits to W. Main St.
 - (11) N. Tegner Rd. - from Fulkerth Rd. to W. Tuolumne Rd.
- (f) 50 MPH Speed Limit.
- (1) Fransil Ln. - from Fulkerth Rd. to W. Main St.
 - (2) S. Golden State Blvd. - from 1,100 feet south of "F" St. to "F" St.
 - (3) N. Golden State Blvd. - from Monte Vista Ave. to Fulkerth Rd.
 - (4) W. Linwood Ave. - from 1,400 feet west of S. Walnut Rd. to 1,400 feet west of S. Kilroy Rd.
 - (5) Monte Vista Ave. - from Quincy Rd. to Waring Rd.
 - (6) Walnut Rd. - from Linwood Ave. to Simmons Rd.
- (g) 55 MPH Speed Limit.
- (1) Fulkerth Rd. - from N. Tegner Rd. to N. Washington Rd.
 - (2) N. Golden State Blvd. - from Taylor Rd. to W. Monte Vista Ave.
 - (3) W. Main St. - from Washington Rd. to S. Tegner Rd.
 - (4) E. Taylor Rd. - from Geer Rd. to Berkeley Ave.
 - (5) W. Taylor Rd. - from Golden State Blvd. to Geer Rd.
 - (6) N. Washington Rd. - from Fulkerth Rd. to W. Main St.
 - (7) S. Washington Rd. - from W. Main St. to W. Linwood Ave.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 23rd day of October, 2012.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7A

October 23, 2012

From: Kellie E. Weaver, City Clerk

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2010-192 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700)

2. DISCUSSION OF ISSUE:

All state and local government agencies (including cities and counties) are required to adopt conflict of interest codes designating certain positions which entail the making or participation in the making of decisions which may affect the employee's financial interests. City Council approved the current Conflict of Interest Code under Resolution No. 2010-192 at the November 9, 2010 City Council meeting.

Staff is requesting to move the following positions currently listed under Municipal Services/Recreation to Police Services/Parks, Recreation and Community Facilities:

Public Facilities Maintenance Manager	Public Maintenance Supervisor
Community Services Manager/ Recreation Division Manager	Community Services Superintendent/ Recreation Superintendent

Staff is requesting to add Disclosure Category 5 to the following positions:

Building Inspector I,	Building Inspector II
Building Inspector, Sr.	Building Inspector, Supervising
Plans Examiner I	Plans Examiner II
Plans Examiner, Sr.	Engineer, Assistant
Engineer, Civil Associate	Engineer, Senior Civil
Public Works Construction Inspector	Public Works Construction Inspector, Sr.
Transit Planner	Planner, Assistant
Planner Associate	Planner, Senior
Planning Technician	Staff Services Technician

Staff is also listing the correct position title of the Executive Assistant to the City Manager/City Clerk.

3. BASIS FOR RECOMMENDATION:

Staff's recommendation is based on the requirements of the California Government Code and the positions within the City of Turlock where a personal financial interest may potentially be affected through the employee's decision-making capacity at the City.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this resolution will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

1. Council may wish to leave the Conflict of Interest Code status quo and not include the recommended/amended designated positions.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION }
NO. 2010-192 AND ADOPTING AN AMENDED }
CONFLICT OF INTEREST CODE FOR THE CITY }
OF TURLOCK AND THE LIST OF "DESIGNATED }
EMPLOYEES" AND THEIR REPORTING }
CATEGORIES FOR FILING THEIR CONFLICT OF }
INTEREST STATEMENT (FORM 700) }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure requirements shall constitute the Conflict of Interest Code of the City of Turlock; and

WHEREAS, individuals holding designated positions shall file their statements with the City Clerk who will retain the statements and make them available for public inspection and reproduction. (Gov. Code Section 81008.)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2010-192 and adopt the amended Conflict of Interest Code for the City of Turlock and the list of "designated employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700) as listed in the attached Appendix A.

PASSED AND ADOPTED at a meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interest according to the following corresponding disclosure category(ies) to which their position has been assigned.

Disclosure Category 1

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock.

Disclosure Category 3

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Turlock.

Disclosure Category 4

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the department or division to which the filer is assigned duties.

Disclosure Category 5

All investments, business positions and income, including loans, gifts, and travel payments, from sources, that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Turlock.

Disclosure Category 6

All investments, business positions and income, including loans, gifts, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Turlock.

Public Officials Who are Listed in Gov. Code Section 87200

The following positions are not covered by this Conflict of Interest Code because individuals holding these positions must file under Government Code Section 87200. These positions are for informational purposes only:

- Mayor
- Members of the City Council
- City Manager
- City Attorney
- City Treasurer
- Members of the Planning Commission
- Consultants (those involved in the investment of public funds)

"DESIGNATED EMPLOYEES"

DISCLOSURE CATEGORY

OFFICE OF THE CITY MANAGER

Administration

Assistant to the City Manager for Economic Development/Redevelopment 1
 City Manager, Assistant 1
 Executive Assistant to the City Manager/City Clerk 3

Housing

Community Housing Program Supervisor 2, 3, 6
 Community Housing Services Manager 2, 3, 6
 Housing Finance Specialist I 2, 3, 6
 Housing Finance Specialist II 2, 3, 6
 Housing Program Specialist I 2, 3, 6
 Housing Program Specialist II 2, 3, 6
 Housing Rehabilitation Specialist I 2, 3, 6
 Housing Rehabilitation Specialist II 2, 3, 6

ADMINISTRATIVE SERVICES

Accountant, Sr. 1
 Accountant II 1
 Administrative Services Director 1
 Finance Customer Service Supervisor 4
 Technical Services Supervisor 1

FIRE SERVICES

Administrative Analyst, Fire 2, 4
 Fire Chief 1
 Fire Division Chief 2, 4, 5
 Fire Marshall 2
 Fire Prevention Inspector 2

POLICE SERVICES

Neighborhood Services Supervisor 2, 5
 Police Support Operations Division Manager 2, 4, 5, 6
 Police Captain 2, 4, 5, 6
 Police Chief 1

Park, Recreation & Community Facilities

Community Services Manager / Recreation Division Manager 4, 6
 Community Services Superintendent / Recreation Superintendent 6
 Public Facilities Maintenance Manager 3
 Public Maintenance Supervisor 3

DISCLOSURE CATEGORY

DEVELOPMENT SERVICES

Building & Safety

Building Inspector I	2, 5
Building Inspector II	2, 5
Building Inspector, Sr.	2, 5
Building Inspector, Supervising	2, 5
Building Official, Chief	1
Plans Examiner I	2, 5
Plans Examiner II	2, 5
Plans Examiner, Sr.	2, 5

Engineering

Development Services Supervisor/City Surveyor	1
Engineer, Assistant	2, 5
Development Services Director/City Engineer	1
Engineer, Civil Associate	2, 5
Engineer, Principal Civil	1
Engineer, Senior Civil	2, 5
Engineer, Supervising Civil	1
Engineer, Supervising Sr. Civil	1
Public Works Construction Inspector	2, 5
Public Works Construction Inspector, Sr.	2, 5
Support Services Supervisor	1
Traffic/Transportation Engineering Supervisor	1
Transit Planner	2, 5

Planning

Deputy Development Services Director/Planning	1
Planner, Assistant	2, 5
Planner, Associate	2, 5
Planner, Senior	2, 5
Planning Technician	2, 5
Staff Services Technician	2, 5

MUNICIPAL SERVICES

Electrical/Mechanical Maintenance Supervisor	3
Environmental Compliance Inspector	5
Fleet Maintenance Supervisor	3
Municipal Services Director	1
Public-Facilities-Maintenance-Manager	3
Public-Maintenance-Supervisor	3
Purchasing Coordinator	3
Regulatory Affairs Manager	3, 6
Technical Services Supervisor	4
Utilities Manager	3
Utilities Supervisor	4
Water Quality Control Division Manager	3
Water Quality Control Supervisor	3

Recreation

Community Services Manager / Recreation Division Manager	4, 6
Community Services Superintendent / Recreation Superintendent	6

CONSULTANTS

All consultants employed by the City..... 1



Council Synopsis

October 23, 2012

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

Presented by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a five (5) year Lease Agreement between the City of Turlock as the Housing Successor Agency and Haven Women's Center of Stanislaus for the Housing Successor Agency owned building located at 301 Starr Avenue, Turlock for the purposes of Haven Women's Center to provide services to the Turlock Community as depicted in Exhibit A

2. DISCUSSION OF ISSUE:

The former Redevelopment Agency purchased the former Recreation offices located at 301 Starr Avenue in June 20, 2011, for the purpose of the Agency developing low/mod housing. However, since that time, the revenue attached the former RDA has ceased and it appears that a different financial strategy must be developed in order to successfully develop affordable housing on this parcel.

The Starr Avenue parcel has been in dispute with the Department of Finance (DOF) with regard to its designation as a Housing Asset. After staff filed an appeal through the DOF as part of the Meet and Confer process, notification from the Department of Finance was finally received on October 5, 2012, that DOF had withdrawn their objection to Starr Avenue's designation. The letter verifying the concurrence is attached as Exhibit B. With a reduction in HUD funds as well as the cessation of the RDA, a new financing strategy will need to be developed in order for new development to occur. However, in the meantime, the City wishes to utilize the building for a public benefit and to continue to serve the community. The Starr Avenue location is ideal for the delivery of these services as it is located directly across the street from the current Turlock Police Department as well as less than a mile from Emanuel Medical Center.

Haven Women's Center of Stanislaus is a catalyst for individual empowerment and societal change. Haven:

- PROMOTES safety and healing for women and children impacted by domestic or sexual violence
- DEDICATES itself to a non-judgmental, holistic, client centered approach through advocacy, education and supportive services

- BELIEVES in honoring our heritage, and validating the feelings and experiences of the many lives touched by violence against women

History of Haven Women's Center

In December 2011, Haven Women's Center will celebrate 34 years of service to women and children in Stanislaus County. Haven is a feminist-based agency that operates with the philosophy that gender-based societal barriers toward women still exist in the forms of violence and discrimination because of gender, race, age, culture, religious preference, sexual orientation or developmental or physical ability. Haven is dedicated to serving as an agent of social change while supporting individual women to strive for equity and empowerment.

The center was founded in 1977 as Haven/Stanislaus Women's Refuge Center providing domestic violence support services to battered women and their children in Stanislaus County. The following year, Haven was awarded one of six grants in the state of California to establish pilot shelter programs.



In January 1991, the Stanislaus Women's Refuge Center merged with the Women's Center of Stanislaus. The Women's Center of Stanislaus (originally the Women's Resource Center) was established in 1980 to address women's needs concerning life transitions, re-entry employment, education and poverty. The organizational name was then changed to Haven/ Women's Center of Stanislaus. The last phase of the evolution of Haven/Women's Center Stanislaus came in 1993 with the merger of Haven and the Stanislaus Rape Task Force. This merger established Haven/Women's Center Stanislaus as a comprehensive provider of vital community services and advocacy for victim/survivors of domestic violence and sexual assault.

Services to be Offered

Haven offers a variety of supportive services designed to aid victims in crisis following a traumatic incident and with their longer-term planning and goal setting. Haven advocates use a client-centered approach to services which means the client sets the direction, establishes her own goals and objectives and is empowered with her own decisions. Supportive Services include:

Counseling Services

Haven Women's Center offers individual counseling to survivors of domestic and sexual abuse as well as a variety of support groups focusing on domestic violence and sexual assault issues. Counseling services are offered free of cost; individual counseling is offered on an appointment basis. Individuals interested in a counseling appointment should come into our administrative office and fill out some paperwork. You will then be scheduled for a counseling orientation session followed by your first individual session.

Youth Programs and Education

- Kids Count: An 8-week program for children ages 5-12 affected by domestic violence. Topics include safety, definitions of domestic violence, anger and alternatives, feelings and coping, self-esteem and hope for a non-violent lifestyle.
- Teens Count: A 10-week program for adolescents ages 13-18 affected by domestic abuse. Topics include safety, definitions of domestic violence, anger and alternatives, feelings and coping, self-esteem, dating violence, education and hope for a non-violent lifestyle.
- T.R.U.S.T: A 10-week program for children ages 5-12 affected by sexual abuse. Topics for discussion include safety in the future, personal boundaries, feelings, self-esteem, shame and hope for the future.
- Teen Sexual Assault Support Group: A group for teen female survivors of sexual assault between 13-19. This group is only facilitated when enough participants enroll. Please call the counseling department at 524-4331 for information about meeting time and place.

Case Management

Haven offers the services of case managers to assist in developing personal goals toward a violence-free life and finding resources and tools to achieve those goals.

Legal Assistance

Haven can provide help with two types of restraining orders. A restraining order is an order from the court stating the person you filed against isn't allowed to do certain things (such as harass or stalk you) or that he/she must stay a certain distance away from you. If you would like to file such an order against a person with whom you had an intimate or dating relationship, we can help you with a Domestic Violence Restraining Order (DVRO). We have no attorneys on staff and cannot give you any legal advice, however, we can prepare the restraining order paperwork, explain and help you with the filing process and accompany you to court for hearings if needed. Court accompaniment can be provided to clients on both civil and criminal matters.

Behavioral Health Services (BHS)

The StanWORKS Behavioral Health Services program is designed for Temporary Assistance for Needy Families (TANF) recipients in achieving and maintaining employment. The BHS program provides a variety of services including assessment, treatment, groups and on-going case management.

3. BASIS FOR RECOMMENDATION:

Specifically, under the authority of Section 33334.16 of the State of California Health and Safety Code, which states:

"For each interest in real property acquired using moneys from the Low and Moderate Income Housing Fund, the agency shall, within five years from the date it first acquires the property interest for the development of housing affordable to persons and families of low and moderate income, initiate activities consistent with the development of the property for that purpose. These activities may include, but are not limited to, zoning changes or agreements entered into for the development and disposition of the property. If these activities have not been initiated within this period, the legislative body may, by resolution, extend the period during which the agency may retain the property for one additional period not to exceed five years. The resolution of extension shall affirm the intention of the legislative body that the property be used for the development of housing affordable to persons and families of low and moderate income. In the event that physical development of the property for this purpose has not begun by the end of the extended period, or if the agency does not comply with this requirement, the property shall be sold and the moneys from the sale, less reimbursement to the agency for the cost of the sale, shall be deposited in the agency's Low and Moderate Income Housing Fund."

Strategic Plan Initiative: COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE:

- b. *Community Programs*
 - i) *Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources*

4. FISCAL IMPACT / BUDGET AMENDMENT:

There will be no impact to the General Fund. Expenses such as building maintenance, utilities and property and possessory interest taxes will be the responsibility of Haven Women's Center per the Lease Agreement. Larger repair items shall be the responsibility of the City and will be funded in Fund 625 for affordable housing development.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

There will be no new environmental impact associated with approval of the Lease Agreement.

7. ALTERNATIVES:

- A. City Council may choose not to enter into this lease agreement. Staff does not recommend this option as Turlock is underserved in the delivery of domestic violence services and having the building occupied is superior to the building remaining vacant.



FACILITIES LEASE AGREEMENT
between
THE CITY OF TURLOCK
and
HAVEN WOMEN'S CENTER OF STANISLAUS
for the use of
301 Starr Avenue, Turlock

THIS AGREEMENT is entered into this 23rd day of October, 2012, by and between the **CITY OF TURLOCK AS THE HOUSING SUCCESSOR AGENCY**, a municipal corporation (herein referred to as "City or Landlord") and **HAVEN WOMEN'S CENTER STANISLAUS**, a California nonprofit corporation (herein referred to as "Association or Tenant").

WHEREAS, City owns real property located at 301 Starr Avenue, Turlock, California (95380) ; and

WHEREAS, City desires to lease the property to the Haven Women's Center, Stanislaus.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

ARTICLE 1

Agreement of Lease; Use of Premises

1.01 Landlord hereby leases to Tenant and Tenant hereby hires from Landlord those certain Premises located at 301 Starr Avenue consisting of the land and two structures (APN #042-022-083-000) (the "Premises"), the location of which is shown on the diagram attached hereto as Exhibit "A" and by this reference made a part hereto.

1.02 The Premises shall be used and occupied solely for office and related purposes.

ARTICLE 2

Preparation of Premises for Occupancy

2.01 Landlord prepared the Premises prior to Tenant's initial occupancy, and no further work is required of Landlord prior to the Commencement Date.

2.02 Tenant shall not make any alterations or modifications to, or any improvements in, the Premises except in compliance with Article 8 herein.

ARTICLE 3

Term and Commencement Date

3.01 The initial term of this Lease Agreement is one five year (5) year (the "Initial Term"); provided, however, that if the Commencement Date (hereinafter defined) occurs on a date other than the first day of a calendar month, the Initial Term shall be extended by

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that partial month from the Commencement Date to the first day of the following calendar month.

3.02 The commencement date of the Initial Term, herein referred to as the "Commencement Date," shall be whichever of the following dates shall last occur: (a) the date first written above; or (b) the date on which the governing bodies of both Landlord and Tenant approve this Lease Agreement.

3.03 At the expiration of the Initial Term described in Section 3.01, the term shall be extended on a month-to-month basis and subject to termination by either party upon ninety (90) days' written notice to the other party.

ARTICLE 4

Rent

4.01 Rent shall be \$1 per year, payable annually in advance beginning on November 1, 2012. On the first anniversary of the Commencement Date and each subsequent anniversary thereof as long as the Tenant remains in the Premises.

ARTICLE 5

Services, Utilities and Furnishings.

5.01 Tenant shall be responsible for maintaining the Premises.

5.02 Tenant shall be responsible for all utilities and telephone service.

ARTICLE 6

Taxes

6.01 Tenant shall pay all property taxes due from City attributable to the 301 Starr Avenue premises and the parties acknowledge that this Agreement may constitute a possessory interest in accordance with Revenue and Taxation Code §107 and Association may be subject to the payment of property taxes levied on this interest.

6.02 Tenant shall be responsible for any business license, use, or other taxes , which may be assessed as a consequence of Tenant's activities in the Premises.

ARTICLE 7

Maintenance and Repairs

7.01 Tenant shall be responsible for all normal maintenance and repair of premises pursuant to the normal operation. Major improvements and repairs will be performed by Landlord to the extent that State and Federal grant applications are funded and as other appropriate funding sources may become available.

7.02 Landlord shall reasonably maintain repair and replace, as necessary, and keep in good order and condition, as applicable: (a) the heating, ventilating and air conditioning systems serving the Premises; (b) the plumbing, sprinkler and electrical lines and systems serving the Premises.

ARTICLE 8

Alterations

8.01 Tenant may not make any removals, additions, improvements or other alterations in or to the Premises without prior consent of the Landlord.

8.02 Any mechanic's lien filed against the Premises, the Building or the Land for work done or materials or equipment furnished to or contracted for by Tenant shall be discharged or bonded by Tenant, at Tenant's expense, within thirty (30) days after the date it is filed or the date Tenant is notified of such filing, whichever is later.

8.03 All articles of personal property and all business and trade fixtures, furniture and movable partitions owned, leased or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time, provided that Tenant, at its expense, shall repair any damage to the Building caused by such removal or by the original installation. Tenant shall remove all of the aforementioned property at the expiration or termination of this Lease Agreement and Tenant shall, at its expense, repair any damage to the Building caused by such removal or by the original installation.

ARTICLE 9

Damage to Tenant's Property

9.01 Subject to the provisions of Article 12 of this Lease Agreement, unless the same shall be caused by the negligence or intentional misconduct of Landlord, its officers, agents or employees, neither Landlord nor its officers, agents or employees shall be liable to Tenant for any loss of or damage to personal property of Tenant located in the Premises resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Building, including its roof, walls, ceilings and floors, or from the pipes, appliances, or mechanical and electrical systems in the Building or from any other place or from any other cause, whether or not similar to the foregoing causes.

9.02 Tenant shall immediately notify Landlord verbally, and promptly thereafter in writing, in the event of any damage to the Building, Premises or Tenant's property resulting from any fire, accident, occurrence or condition in, on or about the Premises or the Building.

ARTICLE 10

Personal Property Taxes

10.01 Tenant shall be liable for and shall pay or reimburse Landlord for any taxes levied against or attributable to any of Tenant's personal property placed in the Premises.

ARTICLE 11

Insurance; Mutual Waiver of Subrogation

11.01 **INSURANCE.** Association shall not commence work or commence use of the premises under this Agreement until Association has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Association allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Association 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 use of the premises hereunder by Association, 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) Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (b) Association shall maintain limits no less than:
 - (1) Premises Liability: \$5,000,000 per occurrence for bodily injury,
 - (2) Operations Liability: \$1,000,000 per accident for bodily injury, personal injury and property damage.
- (c) Any deductible or self-insured retentions must be declared to and approved by City. At the option of City, either: 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 Association shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) The premises liability and operations liability policies are to 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 insureds with respect to liability arising out of work or operations performed by or on behalf of Association including materials, parts or equipment furnished in connection with such work or operations. Liability coverage can be provided in the form of an endorsement to Association's insurance, or as a separate owner's policy.
 - (2) For any claims related to the Airport, Association's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its elective and appointive boards, officers, agents, employees, or volunteers shall be excess of Association's insurance and shall not contribute with it.
 - (3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide City a minimum of thirty (30) days' written notice of cancellation or nonrenewal.
 - (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) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (f) Association shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be approved by City. City reserves the right to require complete, certified copies of all required insurance policies, including

endorsements affecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, Association hereby agrees to waive subrogation which any insurer of Association may acquire from Association 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 Association, its agents, employees, independent contractors and subcontractors. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

ARTICLE 12 INDEMNIFICATION.

12.01 Association 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 Association, 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.

Landlord shall obtain and maintain in effect at all times during the term of this Lease Agreement an insurance policy covering all risks of direct physical loss or damage to the Premises and Building and to all alterations, installations, additions and improvements made to or within the Building at Landlord's cost and expense, to the extent of their full replacement value, as well as general comprehensive liability in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damages.

ARTICLE 13 Hold Harmless

13.01 Tenant shall hold harmless and defend Landlord, its officers, agents and employees, at Tenant's sole cost with counsel reasonably satisfactory to Landlord, from and against any and all claims, damages or causes of action for damages on account of any injury to or death of any person or any loss of or damage to property occurring in, on or about the Premises at any time during the term of this Lease Agreement, provided such injury, death, loss or damage is not directly caused by the intentional misconduct or gross negligence of Landlord, its officers, agents or employees.

13.02 This Article 12 shall survive the expiration or termination of this Lease Agreement. Any subsequent attempt to change this Section 13.02 must be in writing, signed by both Landlord and Tenant and expressly reference this Section.

ARTICLE 14

Landlord's Access to Premises

14.01 Landlord and its employees, contractors, agents and authorized representatives shall have the right to enter the Premises at any time during emergencies or at other times upon twenty-four (24) hours' notice to Tenant.

ARTICLE 15

Assignment, Subletting, etc.

15.01 Tenant may not assign, transfer, mortgage or encumber this Lease Agreement, or sublet the Premises or any part thereof, or suffer or permit the Premises or any part thereof to be used or occupied by any other person or entity.

ARTICLE 16

Default and Remedies

16.01 The occurrence of any one of the following shall constitute a default by Tenant under this Lease Agreement: (a) Tenant shall fail to pay and Landlord has not received any Rent or any other sum payable by Tenant hereunder when due, and such failure is not cured within three (3) business days after Tenant receives written notice thereof from Landlord (provided, however, that the notice requirement contained in this subsection (a) is not in addition to any legal requirement that notice be given and may be satisfied by sending the notice required by any applicable law or statute including, but not limited to, Section 1161 of the California Code of Civil Procedure); or (b) Tenant shall fail to perform or comply with any of the other covenants or conditions of this Lease Agreement, and such failure is not cured within thirty (30) days after Tenant receives written notice thereof from Landlord; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter. Notices given by Landlord to Tenant under this section shall specify the provision(s) of this Lease Agreement with which Tenant is not in compliance, and shall demand that Tenant pay the Rent or perform or comply with any other provision of this Lease Agreement, as the case may be, within the applicable period of time. No such notice shall be deemed forfeiture or a termination of this Lease Agreement unless it specifically provides therefore.

16.02 If Tenant commits a default under this Lease Agreement, Landlord shall have, in addition to any and all other rights and remedies which Landlord may have under this Lease Agreement, all rights and remedies available at law or in equity:

16.03 The various rights, options, elections, powers and remedies of Landlord contained in this Article shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Lease Agreement or now or later allowed by law or in equity.

ARTICLE 17

No Waiver

17.01 The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease Agreement shall not be deemed a waiver by Landlord or Tenant of its right to such redress for a prior, concurrent or subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Lease Agreement. The receipt and acceptance

by Landlord of Rent with knowledge of any preceding breach by Tenant of any covenant, term or condition of this Lease Agreement shall not be deemed a waiver of such breach. No provision of this Lease Agreement and no default by Landlord or Tenant hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

17.02 No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other right or remedy provided herein or at law or in equity.

ARTICLE 18

Litigation Expenses

18.01 In the event any action, suit or proceeding is commenced under or in connection with this Lease Agreement, or for recovery of possession of the Premises, the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for, the reasonable amount of the attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

ARTICLE 19

Damage by Fire or Other Casualty

19.01 If the Premises, the Building or any material portion thereof shall be damaged by fire or other casualty, and if this Lease Agreement is not terminated as herein provided, Landlord shall proceed with reasonable diligence to repair the damage at its expense, except that any repairs made to Tenant's additions, improvements or other alterations to the Premises, other than the additions, improvements and alterations constructed by Tenant at its expense pursuant to Article 2 hereof in preparation of the Premises for Tenant's initial occupancy thereof, shall be made at the expense of Tenant, and the repair or replacement of any property which Tenant is entitled to remove pursuant to Article 8 hereof shall be the responsibility and at the expense of Tenant. Tenant shall not be entitled to compensation or damages on account of annoyance or inconvenience arising out of the making of the repairs which Landlord is required to make pursuant to this Section.

19.02 During such period as all or any portion of the Premises are rendered un-tenantable as a result of a fire or other casualty, the Rent shall be ratably abated (based on square footage of the area affected) until the Premises shall be once again wholly tenantable. However, notwithstanding the foregoing, there shall be no abatement in Rent if such fire or other casualty shall have been caused by the gross negligence or intentional misconduct of Tenant or its officers, agents, employees or invitees. Furthermore, in no event shall there be any abatement in Rent for any time required for repairs to additions, improvements or other alterations which are to be made at the expense of Tenant, or to repair or replace any property which Tenant is entitled to remove.

19.03 If the Premises, the Building or any portion thereof shall be damaged by fire or other casualty so as to render the Premises wholly un-tenantable, and if such damage shall be so great that the Premises, with the exercise of reasonable diligence, cannot be

made fit for occupancy within ninety (90) days from the happening thereof, then either Landlord or Tenant may elect to terminate this Lease Agreement effective as of the date of the occurrence of such damage by giving the other party written notice of such election within thirty (30) days after such date. If such damage occurs during the last year of the term of the Lease Agreement, including any extensions thereof, and if such damage shall be so great that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within sixty (60) days of the happening thereof, then either Landlord or Tenant may elect to terminate this Lease Agreement effective as of the date of the occurrence of such damage by giving the other party written notice of such election within thirty (30) days after such date. In the event of any such termination, Tenant shall be given fifteen (15) days to remove its personal property from the Premises, after which Tenant shall surrender the Premises to Landlord and Landlord may reenter and take possession of the Premises and remove Tenant and its personal property therefrom. Landlord and Tenant waive the provisions of any law that would dictate automatic termination or grant either of them an option to terminate in the event of damage or destruction.

19.04 In the event of any damage to the Premises, Landlord and Tenant each hereby waive the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of California.

ARTICLE 20

Notices

20.01 Any notice or communication which is required under this Lease Agreement shall be sent by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to the parties as follows:

If to Tenant: **Haven Women's Center Stanislaus
618 13th Street
Modesto, California 95354
Attn: Executive Director
Telephone No.: (209) 524-4331**

If to Landlord: **City of Turlock
156 South Broadway Avenue, Suite 250
Turlock, CA 95380
Attn: Housing Program Services Manager
Telephone: (209) 668-5610
Facsimile: (209) 668-5120**

or at such other address or addresses as the parties shall designate by written notice to each other. All notices sent by mail shall be deemed given on the date the return receipt is signed or delivery rejected by the addressee. Notice sent by Federal Express or any other nationally recognized overnight delivery service shall be deemed to have been duly given one (1) business day after delivery to the service prior to its deadline for overnight delivery.

ARTICLE 21

No Representations by Landlord

21.01 Tenant acknowledges that neither Landlord nor any of Landlord's agents, representatives, officers or employees has made any representations or promises with

respect to the Building or the Premises except as herein expressly set forth, and that it has not executed this Lease Agreement in reliance upon any representations or promises of Landlord or Landlord's agents, representatives, officers or employees with respect to the Building or the Premises except as herein expressly set forth. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any improvements to the Premises except as expressly provided in this Lease Agreement.

ARTICLE 22

Recording

22.01 This Lease Agreement need not be recorded.

ARTICLE 23

Security Deposit

23.01 No security deposit shall be required under this Lease Agreement.

ARTICLE 24

Miscellaneous

24.01 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and "person" includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires. The term "Landlord" as used herein shall mean only the Owner of the Premises at the relevant time.

24.02 Tenant, at any time and from time to time, at the written request of Landlord, shall promptly execute, acknowledge and deliver to Landlord a certificate certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) that there are not then existing any offsets or defenses against the enforcement of any provision of this Lease Agreement except as therein specified; (c) the amount of the Rent; (d) the dates, if any, to which the Rent or other charges have been paid in advance; and (e) the amount of any security deposit, if any, being held by Landlord. Any such certificate may be relied upon by a prospective purchaser of, or lender for, all or any portion of the Premises, the Building or the Land.

24.03 Time is of the essence of the notice requirements and the obligations of the parties under this Lease Agreement.

24.04 If there are any covenants yet to be performed by Tenant as of the date of expiration or termination of the term hereof, including, without limitation, the payment of taxes and Rent accruing under this Lease Agreement as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

24.05 This Lease Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

24.06 This Lease Agreement shall be governed and interpreted in accordance with the laws of California.

24.07 The unenforceability, invalidity or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

24.08 The individual executing this Lease Agreement on behalf of Landlord and Tenant represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Landlord and Tenant, respectively.

24.09 The covenants, conditions and agreements contained in this Lease Agreement shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease Agreement, their respective successors and assigns.

24.10 The Article headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of any Article of this Lease Agreement nor the intent of any of its provisions.

24.11 This Agreement may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord has caused this Lease Agreement to be executed on its behalf by a duly authorized officer, and Tenant has caused this Lease Agreement to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

**CITY OF TURLOCK,
a California municipal corporation**

HAVEN WOMEN'S CENTER STANISLAUS

By: _____
Roy W. Wasden, City Manager

By: _____
Belinda Rolichcek, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM :

By: _____

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Exhibit A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock, and described as follows:

All of Parcel 3 as per map filed February 26, 1969 in Volume 6 of Parcel Maps, at page 80, Stanislaus County Records, M.D.B.& M., a portion of Lot 16 and all of lot 17 of Block 615 of Bel-Air Manor No. 2 as per map filed November 20, 1958 in Volume 19 of Maps at page 10, Stanislaus County Records, State of California more particularly described as follows:

Beginning at the South East Corner of Lot 17 of said Bel-Air Manor No. 2 and being the TRUE POINT OF BEGINNING, Thence North 89° 32' 30" West, 170.02 feet, parallel with the centerline of Starr Avenue, Thence North 0°27' 30" East, 150.00 feet, Thence South 89°32' 30" East. 170.84 feet, parallel with the centerline of Starr Avenue, Thence South 0° 39' 00" West, 150.00 feet, to the TRUE POINT OF BEGINNING.

Pursuant to Lot Line Adjustment No. 96-10 recorded October 11, 1996, as Instrument 96-0086451 of Official Records.

APN: 042-022-083

(End of Legal Description)