City Council Agenda

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JULY 23, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

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

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

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

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

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

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

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

5:00 - 6:00 p.m. – Reception featuring artists of the Spring Juried Art Show

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: William "Bill" Bassitt, Community Retirement Recognition
B. *Presentation*: U.S. Conference of Mayors City Livability Award accepted by Carnegie Arts Center Executive Director and Curator Rebecca Phillips Abbot
C. *Presentation*: California State University Stanislaus Bike Survey, Anthony Fagundes

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. National Night Out *(Backeroff)*

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 6/20/13 in the amount of $1,089,352.75; Demands of 6/27/13 in the amount of $1,232,632.88

B. *Motion*: Accepting Minutes of Regular Meeting of July 9, 2013

C. *Motion*: Approving an amendment to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months

D. *Motion*: Accepting improvements for City Project No. 13-29, "Painting of Fire Station No. 4," and authorizing the City Engineer to file a Notice of Completion

E. *Resolution*: Appropriating $2,422 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 "2103 Reserve" to fund the survey of local city streets as part of City Project No. 13-30, "Pavement Management Program Update," and the Regional Pavement Management Program Update for Fiscal Year 2012-13, as administered by StanCOG

F. *Motion*: Accepting notification of Contract Change Order No. 5 in the amount of $6,152.73 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to $610,941

G. *Motion*: Accepting notification of Contract Change Order No. 5 in the amount of $13,492 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,234,326

H. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $5,358.83 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $888,691

I. *Resolution*: Authorizing the City Manager, or his designee, to approve the temporary closure of public streets, alleys, or other public rights-of-way and waive all general liability insurance requirements listed in Turlock Municipal Code Title 1, Chapter 6, for approved, neighborhood block parties and events

J. *Resolution*: Authorizing the filling of one (1) anticipated vacant Staff Services Assistant position within the Development Services Department (Engineering Division) through an in-house recruitment of full-time, part-time and volunteer staff (with no priority given), and outside recruitment if needed

K. *Motion*: Authorizing a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc., for specialized work related to gathering data for the Regional Surface Water Supply Project, in an amount not to exceed $16,018, from Fund 420-52-550.43515 "Stanislaus Regional Water Authority"

L. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Robertson-Bryan, Inc., for the preparation of a Toxicity Reduction Evaluation (TRE) for Ceriodaphnia dubia, in an amount not to exceed $27,511, from Fund 410-51-530.43316 "NPDES Permit Studies"

M. *Motion*: Authorizing staff to enter into an agreement with a lobbying firm, Townsend Public Affairs, for issues, concerns, and opportunities regarding sewer, storm, and recycled water treatment, or other legislative, regulatory, or financial prospects, that could be of benefit to the City of Turlock, for a total annual expense not to exceed $60,000 from Enterprise Funds 410-51-530.43011 and 420-52-550.43011

N. *Motion*: Approving a service agreement with Casey Moving Services for Turlock Police Department, in an amount not to exceed $46,770, for a period of twelve (12) months

O. *Resolution*: Appropriating $37,000 to account numbers 266-20-255-353.35720 "911 Grant Revenue" and 266-20-255-353.47117 "911 Grant Expenses" to be funded via reimbursement from the California 9-1-1 Division of the Public Safety Communications Office with Customer Premise Equipment (CPE) funding

P. *Motion*: Authorizing the City Manager to sign and mail a letter of opposition regarding the Gambling Control Act Card Player Fees initiative – Assembly Bill 820 (Gomez)

Q. *Motion*: Authorizing the City Manager to sign and mail letters of support to the City's Congressman and Senators for continued federal funding of the Partnership for Sustainable Communities

R. *Motion*: Approving a Professional Services Retainer Agreement for preparation and filing of 2013-14 claims for State Mandated Cost Reimbursement with MGT of America, Inc., in an amount not to exceed $9,200

S. *Motion*: Approving a Professional Services Agreement for preparation of a Cost Allocation Plan with MGT of America, Inc., in an amount not to exceed $17,000

T. *Resolution*: Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

U. *Motion*: Designating Vice Mayor Bill DeHart as the voting delegate and Councilmember Steven Nascimento as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 20, 2013, in Sacramento, California

V. *Resolution*: Authorizing approval to enter into contracts to maintain Health Insurance, including dental and vision coverage for Fiscal Year 2013-14

W. *Resolution*: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2013-14 and appropriating $4,786 to account number 512-10-152.43100_004 "Insurance Employment Practices Liability" from Fund 512 "Casualty Insurance" reserve balance

X. *Resolution*: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2013-14
Y. *Resolution*: Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2013-14
Z. *Motion*: Rejecting Claim for Damage filed by Gevargiz Shansoff
AA. *Motion*: Rejecting Claim for Damage filed by Roger Haney/River Bluff Ent. Inc.
AB. *Motion*: Rejecting Claim for Damage filed by Kenneth Freeney
AC. *Motion*: Rejecting Claim for Damage filed by Nancy Murillo

6. FINAL READINGS:

A. ***Recommended Action:***
Ordinance: Repealing Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones as introduced at the July 9, 2013 meeting

7. PUBLIC HEARINGS:

A. Request to confirm diagrams, assessments and reports, and levying assessments for Fiscal Year 2013-14 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock. *(Pitcock)*

Recommended Action:
Resolution: Confirming diagrams, assessments and reports, and levying assessments for Fiscal Year 2013-14 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock

8. SCHEDULED MATTERS:

A. Request to accept AB109 Realignment Funds in the amount of $85,985.77 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants." *(Jackson)*

Recommended Action:
Resolution: Accepting AB109 Realignment Funds in the amount of $85,985.77 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants"

B. Request to establish a Mayor's Economic Development Task Force. *(Pitt)*

Recommended Action:
Resolution: Establishing a Mayor's Economic Development Task Force

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*, Cal. Gov't Code §54956.9(c)
Initiation of Litigation (1 case)

12. ADJOURNMENT

2A

IN HONOR OF

WILLIAM "BILL" BASSITT

August 16, 2013

WHEREAS, William "Bill" Bassitt has served this community well for many years, including 13 years as the President and CEO of the Stanislaus Economic Development and Workforce ALLIANCE; and

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its economic and workforce development; and

WHEREAS, he has earned the admiration and high regard of those with whom he has come into contact, and the affection of his fellow public servants, who are proud to call him "friend"; and

WHEREAS, his performance of the duties and responsibilities of ALLIANCE President and CEO have been characterized by excellent and constructive contributions to municipal government in our city.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby express our sincere appreciation and thanks to William "Bill" Bassitt for his distinguished service to our community, and highly commend him for the manner in which he has carried out his duties and responsibilities.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 23rd day of July, 2013.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 6/20/13 IN THE AMOUNT OF $1,089,352.75; DEMANDS OF 6/27/13 IN THE AMOUNT OF $1,232,632.88

RESOLUTION NO. 2013-

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:
6/20/13	$1,089,352.75
6/27/13	$1,232,632.88

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk
City of Turlock, County of Stanislaus,
State of California

5A1

City of Turlock

Payment Register

From Payment Date: 6/14/2013 - To Payment Date: 6/20/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
93577	06/18/2013	Open			Utility Management Refund	DHALIWAL, KULAVARAN	$102.45		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$102.45			
93578	06/18/2013	Open			Utility Management Refund	DIAZ, ARMANDO	$312.00		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$312.00			
93579	06/18/2013	Open			Utility Management Refund	KAMPFEN, WAYNE, MERVIN	$208.85		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$208.85			
93580	06/18/2013	Open			Utility Management Refund	OWENS, ADAM, J	$13.62		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$13.62			
93581	06/18/2013	Open			Utility Management Refund	SOUSA, FERNANDO, M	$101.90		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$101.90			
93582	06/20/2013	Open			Accounts Payable	A & A PORTABLES INC	$616.00		
	Paying Fund			Cash Amount		Amount			
	301 - Capital Improvement			301.11000 (Cash)		$616.00			
93583	06/20/2013	Open			Accounts Payable	ABS DIRECT INC	$1,453.36		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$1,453.36			
93584	06/20/2013	Open			Accounts Payable	ACCOUNTEMPS INC	$314.82		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$157.41			
	420 - WATER			420.11000 (Cash)		$157.41			
93585	06/20/2013	Open			Accounts Payable	ALLIED WEED CONTROL INC	$5,295.84		
	Paying Fund			Cash Amount		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$740.89			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$4,554.95			
93586	06/20/2013	Open			Accounts Payable	ANDREWS ELECTRIC MOTORS	$2,832.88		

Payment Register

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	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,832.88
93587	06/20/2013 Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$220.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$220.00
93588	06/20/2013 Open		Accounts Payable	ARMOR FIRE EXTINGUISHER	$6.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$6.00
93589	06/20/2013 Open		Accounts Payable	AT&T/SBC	$31.71
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$31.71
93590	06/20/2013 Open		Accounts Payable	BB PRINTS IT LLC	$177.58
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$17.74
	217 - Streets - Gas Tax	217.11000 (Cash)			$53.28
	246 - Landscape Assessment	246.11000 (Cash)			$35.52
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$71.04
93591	06/20/2013 Open		Accounts Payable	BLX GROUP LLC	$2,275.00
	Paying Fund	Cash Amount			Amount
	621 - Successor Agency - Non LMI	621.11000 (Cash)			$2,275.00
93592	06/20/2013 Open		Accounts Payable	BRENCO OPERATING - TEXAS LP	$1,427.81
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$1,427.81
93593	06/20/2013 Open		Accounts Payable	BROWNELL'S INC	$994.55
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$994.55
93594	06/20/2013 Open		Accounts Payable	BYTWARE INC	$1,579.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,579.00
93595	06/20/2013 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$3,070.45
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,070.45
93596	06/20/2013 Open		Accounts Payable	CHAMPION INDUSTRIAL	$20,580.04
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$20,580.04
93597	06/20/2013 Open		Accounts Payable	CHARTER COMMUNICATIONS	$49.99
	Paying Fund	Cash Amount			Amount

City of Turlock

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	501 - Information Technology	501.11000 (Cash)			$49.99
93598	06/20/2013 Open		Accounts Payable	CHIEF SUPPLY CORPORATION, INC.	$1,201.59
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,201.59
93599	06/20/2013 Open		Accounts Payable	CLARK PEST CONTROL INC	$585.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$585.00
93600	06/20/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$192,208.45
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$192,208.45
93601	06/20/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN=	$130,698.78
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$130,698.78
93602	06/20/2013 Open		Accounts Payable	CUMMINS WEST INC	$17.16
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$17.16
93603	06/20/2013 Open		Accounts Payable	DYETT & BHATIA URBAN	$17,128.24
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$17,128.24
93604	06/20/2013 Open		Accounts Payable	ECMC	$309.48
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$311.48
	110 - General Fund	110.11000 (Cash)			($2.00)
93605	06/20/2013 Open		Accounts Payable	ECONOMIC & PLANNING INC	$5,960.00
	Paying Fund	Cash Amount			Amount
	502 - Engineering	502.11000 (Cash)			$5,960.00
93606	06/20/2013 Open		Accounts Payable	EQUIFAX	$51.66
	Paying Fund	Cash Amount			Amount
	255 - CDBG	255.11000 (Cash)			$51.66
93607	06/20/2013 Open		Accounts Payable	FARIA, JAMIE	$624.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$625.50
	110 - General Fund	110.11000 (Cash)			($1.50)
93608	06/20/2013 Open		Accounts Payable	FINANCIAL CREDIT NETWORK	$506.77
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$147.27

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$199.21	
	420 - WATER	420.11000 (Cash)			$160.29	
93609	06/20/2013 Open		Accounts Payable	FRANCHISE TAX BOARD		$172.85
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$174.35	
	110 - General Fund	110.11000 (Cash)			($1.50)	
93610	06/20/2013 Open		Accounts Payable	GOMES PROPANE		$192.43
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$192.43	
93611	06/20/2013 Open		Accounts Payable	GUINN III, MARVIN, OLIVER		$845.16
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$845.16	
93612	06/20/2013 Open		Accounts Payable	HILMAR READY MIX		$213.64
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$132.92	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$80.72	
93613	06/20/2013 Open		Accounts Payable	HUB INT'L OF CA INS SVC		$125.98
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$125.98	
93614	06/20/2013 Open		Accounts Payable	HUNTINGTON COURT REPORTER		$637.80
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$637.80	
93615	06/20/2013 Open		Accounts Payable	ITRON INC		$912.46
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$912.46	
93616	06/20/2013 Open		Accounts Payable	JCS PROPERTIES INC		$1,265.55
	Paying Fund	Cash Amount			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,265.55	
93617	06/20/2013 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC		$6,010.82
	Paying Fund	Cash Amount			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$6,010.82	
93618	06/20/2013 Open		Accounts Payable	KEY SEAL PRODUCTS INC		$477.16
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$477.16	
93619	06/20/2013 Open		Accounts Payable	LEHIGH HANSON INC		$279.88
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$279.88	

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93620	06/20/2013	Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$50.00

93621	06/20/2013	Open	Accounts Payable	LINCOLN EQUIPMENT INC	$4,096.26

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$4,096.26

93622	06/20/2013	Open	Accounts Payable	MAGIC SANDS MOBILE HOME	$252.54

Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	$252.54

93623	06/20/2013	Open	Accounts Payable	MARCUM LLP	$17,500.00

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$17,500.00

93624	06/20/2013	Open	Accounts Payable	MISSION LINEN SUPPLY INC	$3,284.69

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$700.15
205 - Sports Facilities	205.11000 (Cash)	$138.30
217 - Streets - Gas Tax	217.11000 (Cash)	$133.50
246 - Landscape Assessment	246.11000 (Cash)	$151.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,444.40
420 - WATER	420.11000 (Cash)	$214.05
505 - Fleet	505.11000 (Cash)	$502.61

93625	06/20/2013	Open	Accounts Payable	MME	$2,434.03

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,434.03

93626	06/20/2013	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,601.67

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$802.22
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$107.87
255 - CDBG	255.11000 (Cash)	$40.58
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$438.41
420 - WATER	420.11000 (Cash)	$78.81
502 - Engineering	502.11000 (Cash)	$133.78

93627	06/20/2013	Open	Accounts Payable	MODESTO JANITORIAL SUPPLY	$1,334.25

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,334.25

93628	06/20/2013	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$785.52

Payment Register

From Payment Date: 6/14/2013 - To Payment Date: 6/20/2013

	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$597.52
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$188.00
93629	06/20/2013 Open		Accounts Payable	MULBERRY MOBILE PARK	$156.98
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$156.98
93630	06/20/2013 Open		Accounts Payable	N & S TRACTOR INC	$1,722.06
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,722.06
93631	06/20/2013 Open		Accounts Payable	NAPA AUTO PARTS	$385.58
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$67.50
	205 - Sports Facilities	205.11000 (Cash)			$135.48
	217 - Streets - Gas Tax	217.11000 (Cash)			$22.50
	246 - Landscape Assessment	246.11000 (Cash)			$22.50
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$63.62
	420 - WATER	420.11000 (Cash)			$22.50
	425 - Transit - Dial A Ride	425.11000 (Cash)			$22.50
	426 - Transit - BLAST	426.11000 (Cash)			$28.98
93632	06/20/2013 Open		Accounts Payable	NEIL O ANDERSON AND ASSOC	$2,159.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$2,159.00
93633	06/20/2013 Open		Accounts Payable	NICK'S ELECTRIC SUPERIOR	$578.19
	Paying Fund	Cash Amount			Amount
	205 - Sports Facilities	205.11000 (Cash)			$149.60
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$202.34
	420 - WATER	420.11000 (Cash)			$23.25
	426 - Transit - BLAST	426.11000 (Cash)			$203.00
93634	06/20/2013 Open		Accounts Payable	NORMAC INC	$8,670.55
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$8,670.55
93635	06/20/2013 Open		Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	$4,622.10
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$4,622.10
93636	06/20/2013 Open		Accounts Payable	OMC STAINLESS STEEL CUST	$2,680.00
	Paying Fund	Cash Amount			Amount

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,680.00	
93637	06/20/2013 Open	Accounts Payable	OMNI-MEANS INC		$30,276.56
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$15,817.50	
	502 - Engineering	502.11000 (Cash)		$14,459.06	
93638	06/20/2013 Open	Accounts Payable	P G & E		$8,291.74
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$283.76	
	217 - Streets - Gas Tax	217.11000 (Cash)		$8.65	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$230.14	
	426 - Transit - BLAST	426.11000 (Cash)		$14.12	
	505 - Fleet	505.11000 (Cash)		$7,755.07	
93639	06/20/2013 Open	Accounts Payable	P H & S PRODUCTS LLC		$790.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$790.00	
93640	06/20/2013 Open	Accounts Payable	PACE SUPPLY CORPORATION		$135.61
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$135.61	
93641	06/20/2013 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		$4,824.52
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,150.25	
	205 - Sports Facilities	205.11000 (Cash)		$2.93	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,357.27	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$344.20	
	420 - WATER	420.11000 (Cash)		$969.87	
93642	06/20/2013 Open	Accounts Payable	PRECISION CUSTOM WIRING		$2,660.30
	Paying Fund	Cash Amount		Amount	
	112 - Capital Purchases	112.11000 (Cash)		$2,660.30	
93643	06/20/2013 Open	Accounts Payable	PRESORT CTR STOCKTON INC		$8,937.82
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,979.28	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,979.27	
	420 - WATER	420.11000 (Cash)		$2,979.27	
93644	06/20/2013 Open	Accounts Payable	QUAD KNOPF INC		$2,507.31
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$2,507.31	
93645	06/20/2013 Open	Accounts Payable	RAY MORGAN COMPANY		$3,068.16

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	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,217.13
	205 - Sports Facilities	205.11000 (Cash)			$14.58
	217 - Streets - Gas Tax	217.11000 (Cash)			$1.16
	246 - Landscape Assessment	246.11000 (Cash)			$1.15
	405 - Building	405.11000 (Cash)			$31.87
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$379.78
	420 - WATER	420.11000 (Cash)			$167.32
	502 - Engineering	502.11000 (Cash)			$255.17
93646	06/20/2013 Open		Accounts Payable	RECOLOGY GROVER	$1,506.75
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$1,506.75
93647	06/20/2013 Open		Accounts Payable	REXEL INC	$282.92
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$282.92
93648	06/20/2013 Open		Accounts Payable	RICHARDS WATSON & GERSHON	$687.27
	Paying Fund	Cash Amount			Amount
	621 - Successor Agency - Non LMI	621.11000 (Cash)			$687.27
93649	06/20/2013 Open		Accounts Payable	SAFETY-KLEEN CORPORATION	$134.32
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$134.32
93650	06/20/2013 Open		Accounts Payable	SECURE DELIVERY	$732.00
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$732.00
93651	06/20/2013 Open		Accounts Payable	SHARPENING SHOP	$245.08
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$245.08
93652	06/20/2013 Open		Accounts Payable	SIEMENS INDUSTRY INC C/O BRANOM	$6,074.66
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$6,074.66
93653	06/20/2013 Open		Accounts Payable	SIERRA FOOTHILL LAB INC	$2,675.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,675.00
93654	06/20/2013 Open		Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC	$107,437.86
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$107,437.86

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93655	06/20/2013	Open	Accounts Payable	SPRINT	$1,408.42

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$267.86
205 - Sports Facilities	205.11000 (Cash)	$59.57
217 - Streets - Gas Tax	217.11000 (Cash)	$82.35
246 - Landscape Assessment	246.11000 (Cash)	$31.52
270 - Recreation Grants	270.11000 (Cash)	$21.81
405 - Building	405.11000 (Cash)	$51.09
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$281.55
420 - WATER	420.11000 (Cash)	$166.83
426 - Transit - BLAST	426.11000 (Cash)	$28.64
502 - Engineering	502.11000 (Cash)	$380.92
505 - Fleet	505.11000 (Cash)	$36.28

93656	06/20/2013	Open	Accounts Payable	STANISLAUS CTY SHERIFF	$311.75

Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$313.75
110 - General Fund	110.11000 (Cash)	($2.00)

93657	06/20/2013	Open	Accounts Payable	STANTEC CONSULTING INC	$2,727.00

Paying Fund	Cash Amount	Amount
401 - Airport	401.11000 (Cash)	$2,727.00

93658	06/20/2013	Open	Accounts Payable	STATE OF CALIFORNIA	$1,950.00

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$1,950.00

93659	06/20/2013	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13

Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$440.13
110 - General Fund	110.11000 (Cash)	($1.00)

93660	06/20/2013	Open	Accounts Payable	T & T PAVEMENT MARKINGS AND PRODUCTS	$180.01

Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$180.01

93661	06/20/2013	Open	Accounts Payable	T I D	$216,983.22

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$16,715.27
216 - Streets - Local Transportation	216.11000 (Cash)	$27,623.95
305 - Capital Facility Fees	305.11000 (Cash)	$1,493.91
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$124,530.53
420 - WATER	420.11000 (Cash)	$46,545.63

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	426 - Transit - BLAST	426.11000 (Cash)		$73.93	
93662	06/20/2013 Open	Accounts Payable	TG HYDRAULICS		$176.49
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$144.51	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$31.98	
93663	06/20/2013 Open	Accounts Payable	TRAINING INNOVATIONS INC		$600.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$600.00	
93664	06/20/2013 Open	Accounts Payable	TURF STAR		$1,370.51
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,370.51	
93665	06/20/2013 Open	Accounts Payable	TURLOCK CITY TOW INC		$155.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$155.00	
93666	06/20/2013 Open	Accounts Payable	TURLOCK RADIATOR SERVICE		$102.24
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$102.24	
93667	06/20/2013 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$200,000.00	
93668	06/20/2013 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$1,495.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$1,495.00	
93669	06/20/2013 Open	Accounts Payable	URBAN FUTURES INC		$390.00
	Paying Fund	Cash Amount		Amount	
	621 - Successor Agency - Non LMI	621.11000 (Cash)		$390.00	
93670	06/20/2013 Open	Accounts Payable	URS CORPORATION		$5,173.00
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$5,173.00	
93671	06/20/2013 Open	Accounts Payable	US BANK		$2,300.00
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$2,300.00	
93672	06/20/2013 Open	Accounts Payable	VERGE TECHNOLOGIES INC		$9,101.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,087.06	
	501 - Information Technology	501.11000 (Cash)		$6,013.94	
93673	06/20/2013 Open	Accounts Payable	VERIZON WIRELESS		$1,075.56

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	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$1,075.56
93674	06/20/2013 Open	Accounts Payable	WEST COAST SAND & GRAVEL	$493.63
	Paying Fund	Cash Amount		Amount
	420 - WATER	420.11000 (Cash)		$493.63
93675	06/20/2013 Open	Accounts Payable	WEST STEEL & PLASTIC	$178.45
	Paying Fund	Cash Amount		Amount
	217 - Streets - Gas Tax	217.11000 (Cash)		$178.45
93676	06/20/2013 Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,712.88
	Paying Fund	Cash Amount		Amount
	625 - Successor Agency - LMI	625.11000 (Cash)		$2,712.88
93677	06/20/2013 Open	Accounts Payable	WESTFORK ESTATES	$614.60
	Paying Fund	Cash Amount		Amount
	625 - Successor Agency - LMI	625.11000 (Cash)		$614.60
93678	06/20/2013 Open	Accounts Payable	ZEE MEDICAL SERVICE CO	$99.39
	Paying Fund	Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$45.42
	420 - WATER	420.11000 (Cash)		$53.97
93679	06/20/2013 Open	Accounts Payable	ALCALA, SUSANA	$42.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$42.00
93680	06/20/2013 Open	Accounts Payable	ANJOS, FRANK	$80.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$80.00
93681	06/20/2013 Open	Accounts Payable	CASTRO, LIDIA	$300.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$300.00
93682	06/20/2013 Open	Accounts Payable	NUNO, RICHARD	$500.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$500.00
93683	06/20/2013 Open	Accounts Payable	REID, RON	$600.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$600.00
93684	06/20/2013 Open	Accounts Payable	ROGERS, WAYNE	$80.00
	Paying Fund	Cash Amount		Amount
	217 - Streets - Gas Tax	217.11000 (Cash)		$80.00
93685	06/20/2013 Open	Accounts Payable	STAPLER, MICHAEL	$363.46

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	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$363.46
93686	06/20/2013 Open	Accounts Payable	TEC ASSOCIATES		$400.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$400.00
93687	06/20/2013 Open	Accounts Payable	VAN GUILDER, ALLISON		$600.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$600.00
93688	06/20/2013 Open	Accounts Payable	WHITMORE, DEBBIE		$600.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$600.00
93689	06/20/2013 Open	Accounts Payable	WILLIAMS, CASEY		$80.00
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$80.00
Type Check Totals:		113 Transactions			$1,089,352.75
AP - Accounts Payable Totals					

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$1,089,352.75	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	113	$1,089,352.75	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$1,089,352.75	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	113	$1,089,352.75	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**113**	**$1,089,352.75**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**113**	**$1,089,352.75**	**$0.00**

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From Payment Date: 6/14/2013 - To Payment Date: 6/20/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	$1,089,352.75	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	113	$1,089,352.75	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
93690	06/21/2013	Open			Accounts Payable	US BANK-VISA	$53,596.46		
	Paying Fund			Cash Amount			Amount		
	110 - General Fund			110.11000 (Cash)			$18,029.83		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$268.78		
	205 - Sports Facilities			205.11000 (Cash)			$5,279.10		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			$751.50		
	216 - Streets - Local Transportation			216.11000 (Cash)			$1,480.49		
	217 - Streets - Gas Tax			217.11000 (Cash)			$2,000.02		
	228 - Park Development Tax			228.11000 (Cash)			$214.62		
	246 - Landscape Assessment			246.11000 (Cash)			$6,779.68		
	255 - CDBG			255.11000 (Cash)			$306.34		
	266 - Police Services Grants			266.11000 (Cash)			$336.83		
	270 - Recreation Grants			270.11000 (Cash)			$1,046.82		
	405 - Building			405.11000 (Cash)			$220.88		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$11,613.41		
	420 - WATER			420.11000 (Cash)			$2,597.57		
	425 - Transit - Dial A Ride			425.11000 (Cash)			$392.83		
	426 - Transit - BLAST			426.11000 (Cash)			$171.75		
	501 - Information Technology			501.11000 (Cash)			$1,356.96		
	502 - Engineering			502.11000 (Cash)			$637.54		
	505 - Fleet			505.11000 (Cash)			$111.51		
93691	06/25/2013	Open			Utility Management Refund	PARKSIDE MANAGEMENT	$62.71		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$62.71		
93692	06/25/2013	Open			Utility Management Refund	WRIGHT, MARSHA	$690.99		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$690.99		
93693	06/27/2013	Open			Accounts Payable	ABS DIRECT INC	$5,000.00		
	Paying Fund			Cash Amount			Amount		
	110 - General Fund			110.11000 (Cash)			$5,000.00		
93694	06/27/2013	Open			Accounts Payable	ACCOUNTEMPS INC	$349.80		
	Paying Fund			Cash Amount			Amount		

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$174.90	
	420 - WATER	420.11000 (Cash)			$174.90	
93695	06/27/2013 Open		Accounts Payable	AIRGAS NCN		$700.21
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$700.21	
93696	06/27/2013 Open		Accounts Payable	AMERICAN SEALS WEST INC		$588.86
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$49.66	
	420 - WATER	420.11000 (Cash)			$539.20	
93697	06/27/2013 Open		Accounts Payable	ANDREWS ELECTRIC MOTORS		$160.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$160.00	
93698	06/27/2013 Open		Accounts Payable	BANK OF AGRICULTURE & COMMERCE		$16,955.80
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$16,955.80	
93699	06/27/2013 Open		Accounts Payable	BOBO CONSTRUCTIONS INC		$7,093.66
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$7,093.66	
93700	06/27/2013 Open		Accounts Payable	CAROLLO ENGINEERS		$130,937.49
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$14,036.45	
	415 - Sewer Bond Projects	415.11000 (Cash)			$111,613.89	
	420 - WATER	420.11000 (Cash)			$5,287.15	
93701	06/27/2013 Open		Accounts Payable	CARROLL INC, ROSS F.		$19,028.50
	Paying Fund	Cash Amount			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$19,028.50	
93702	06/27/2013 Open		Accounts Payable	CENTRAL VALLEY BUSINESS		$591.94
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$591.94	
93703	06/27/2013 Open		Accounts Payable	CHARTER COMMUNICATIONS		$860.64
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$49.99	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$202.46	
	420 - WATER	420.11000 (Cash)			$42.50	
	501 - Information Technology	501.11000 (Cash)			$565.69	
93704	06/27/2013 Open		Accounts Payable	CITY OF TURLOCK - CASH		$168.55

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	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$138.34	
	405 - Building	405.11000 (Cash)			$30.21	
93705	06/27/2013 Open		Accounts Payable	COUNTY BANK VISA		$5,597.39
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$5,191.65	
	266 - Police Services Grants	266.11000 (Cash)			$60.74	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$165.00	
	420 - WATER	420.11000 (Cash)			$180.00	
93706	06/27/2013 Open		Accounts Payable	CWEA		$280.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$280.00	
93707	06/27/2013 Open		Accounts Payable	D C VIENT INC		$14,401.80
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$14,401.80	
93708	06/27/2013 Open		Accounts Payable	DIEDE CONSTRUCTION INC		$152,602.20
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$152,602.20	
93709	06/27/2013 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS		$1,117.60
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,117.60	
93710	06/27/2013 Open		Accounts Payable	ELAP BRANCH		$2,811.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,405.50	
	420 - WATER	420.11000 (Cash)			$1,405.50	
93711	06/27/2013 Open		Accounts Payable	FEDERAL EXPRESS		$571.13
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$328.64	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$14.19	
	255 - CDBG	255.11000 (Cash)			$40.42	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$71.13	
	420 - WATER	420.11000 (Cash)			$116.75	
93712	06/27/2013 Open		Accounts Payable	GOMES & SONS INC, JOE M		$23,575.26
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$13,280.13	
	205 - Sports Facilities	205.11000 (Cash)			$505.53	
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,400.67	

Payment Register

From Payment Date: 6/21/2013 - To Payment Date: 6/27/2013

	246 - Landscape Assessment	246.11000 (Cash)			$1,547.24	
	405 - Building	405.11000 (Cash)			$196.30	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,786.92	
	420 - WATER	420.11000 (Cash)			$926.57	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$1,701.74	
	426 - Transit - BLAST	426.11000 (Cash)			$985.04	
	502 - Engineering	502.11000 (Cash)			$175.84	
	505 - Fleet	505.11000 (Cash)			$69.28	
93713	06/27/2013 Open		Accounts Payable	GRAINGER INC, W W		$1,378.92
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,378.92	
93714	06/27/2013 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC		$7,847.00
	Paying Fund	Cash Amount			Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)			$7,847.00	
93715	06/27/2013 Open		Accounts Payable	MID CAL PIPELINE/UTIL INC		$246,762.50
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$106,107.87	
	420 - WATER	420.11000 (Cash)			$140,654.63	
93716	06/27/2013 Open		Accounts Payable	P G & E		$212.71
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$212.71	
93717	06/27/2013 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL		$100,817.12
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$100,817.12	
93718	06/27/2013 Open		Accounts Payable	PETERSON EXCAVATION INC		$44,315.77
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$44,315.77	
93719	06/27/2013 Open		Accounts Payable	PROGRESSIVE POWDER COATING INC		$375.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$375.00	
93720	06/27/2013 Open		Accounts Payable	ROMEO MEDICAL CLINIC		$1,990.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,779.00	
	217 - Streets - Gas Tax	217.11000 (Cash)			$68.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$143.00	
93721	06/27/2013 Open		Accounts Payable	SHELL FLEET PLUS		$388.15

City of Turlock

Payment Register

From Payment Date: 6/21/2013 - To Payment Date: 6/27/2013

	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$388.15
93722	06/27/2013 Open		Accounts Payable	SIERRA FOOTHILL LAB INC	$1,200.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,200.00
93723	06/27/2013 Open		Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC	$102,505.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$102,505.00
93724	06/27/2013 Open		Accounts Payable	SMITH CHEVROLET CADILLAC	$132,262.75
	Paying Fund	Cash Amount			Amount
	506 - Vehicle/Equipment Replacement	506.11000 (Cash)			$132,262.75
93725	06/27/2013 Open		Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	$150.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$150.00
93726	06/27/2013 Open		Accounts Payable	T I D	$89,649.97
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,482.17
	205 - Sports Facilities	205.11000 (Cash)			$5,007.22
	216 - Streets - Local Transportation	216.11000 (Cash)			$13,312.69
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,478.11
	420 - WATER	420.11000 (Cash)			$65,872.29
	426 - Transit - BLAST	426.11000 (Cash)			$285.01
	505 - Fleet	505.11000 (Cash)			$1,212.48
93727	06/27/2013 Open		Accounts Payable	WALKER ASSOC INC, LARRY	$1,040.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,040.00
93728	06/27/2013 Open		Accounts Payable	WLC ARCHITECTS INC	$63,750.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$63,750.00
93729	06/27/2013 Open		Accounts Payable	COLE, LORIE	$18.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00
93730	06/27/2013 Open		Accounts Payable	GARDNER, MARC	$95.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$95.00
93731	06/27/2013 Open		Accounts Payable	MATHEWS, NICOLE	$18.00

City of Turlock

Payment Register

From Payment Date: 6/21/2013 - To Payment Date: 6/27/2013

	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
93732	06/27/2013 Open		Accounts Payable	O'BRIEN, MIKE		$115.00
	Paying Fund	Cash Amount			Amount	
	405 - Building	405.11000 (Cash)			$115.00	
Type Check Totals:			43 Transactions			$1,232,632.88

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$1,232,632.88	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	43	$1,232,632.88	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$1,232,632.88	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	43	$1,232,632.88	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**43**	**$1,232,632.88**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**43**	**$1,232,632.88**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**43**	**$1,232,632.88**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**43**	**$1,232,632.88**	**$0.00**

JULY 9, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:01 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Forrest White, and Mayor John S. Lazar.
   ABSENT: Councilmember Steven Nascimento

   B. SALUTE TO THE FLAG

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

   A. Mayor Lazar presented a Proclamation to Dr. Joseph Sheley in honor of his recent appointment as President of California State University, Stanislaus.

   B. Mayor Lazar presented a Proclamation to Parks, Recreation & Community Facilities Manager Allison Van Guilder in honor of Parks & Recreation Month, July 2013.

3. **A. SPECIAL BRIEFINGS**: None

   B. STAFF UPDATES

   1. Development Services Director Mike Pitcock provided an update on capital projects and building activity including 100 permits issued for the month of May, with 350 inspections scheduled, Fulkerth Road overlay project, and Soderquist Road sidewalk replacement project, Harding Drain Bypass project, Crane Park sewer and water line replacement project, Monte Vista Avenue widening project, and the Public Safety Facility.

      Police Chief Robert Jackson informed Council that a grand opening of the Public Safety Facility is tentatively scheduled for September 6, 2013 with an open house for the public on September 14, 2013.

   C. PUBLIC PARTICIPATION:

      Arts Commission Member Sergio Alvarez informed the Council that the Best of the Spring Juried Art Show pieces have been installed for exhibit at City Hall and a reception is scheduled for July 23, 2013 prior to the City Council meeting.

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

5. **CONSENT CALENDAR:**

   Mayor Lazar requested Item 5B be removed from the Consent Calendar for separate consideration.

   Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart to adopt the amended consent calendar as follows. Motioned carried with Councilmember Steven Nascimento absent.

A. **Resolution No. 2013-110** Accepting Demands of 6/6/13 in the amount of $2,894,653.19; Demands of 6/13/13 in the amount of $3,025,458.96

B. *Motion*: *Removed for separate consideration*

C. 1. **Resolution No. 2013-111** Appropriating $15,900 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," to complete the necessary funding required for the project

2. *Motion*: Approving Contract Change Order No. 2 (Final) for a credit of $13,955.90 (Fund 215) for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," bringing the contract total to $404,758.39, and authorizing the City Engineer to file a Notice of Completion

D. 1. **Resolution No. 2013-112** Appropriating $31,700 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," to complete the necessary funding required for the project

2. *Motion*: Approving Contract Change Order No. 2 (Final) for a credit in the amount of $4,791.50 (Fund 215) for City Project 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," bringing the contract total to $361,972.80, and authorizing the City Engineer to file a Notice of Completion

E. *Motion*: Approving Contract Change Order No. 2 in the amount of $11,620 (Fund 420) for City Project 10-24, "Well #40 Sitework," bringing the contract total to $222,486.35

F. *Motion*: Accepting improvements for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility," and authorizing the City Engineer to file a Notice of Completion

G. *Motion*: Approving the advertisement for construction proposals for City Project No. 13-21, "Slurry Seals 2013"

H. 1. *Motion*: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed $100,000 with ENGEO, Inc., of Ripon, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"

2. *Motion*: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed $100,000 with Kleinfelder West, Inc., of Modesto, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"

I. 1. *Motion*: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed $50,000 with Associated Right of Way Services, Inc., of Pleasant Hill, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"

2. *Motion*: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed $50,000 with Bender Rosenthal, Inc., of Sacramento, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"

J. *Motion*: Approving the contract between the City of Turlock and United States Judo Federation to offer judo classes

K. *Motion*: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes

L. *Motion*: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2013, through June 30, 2014

M. **Resolution No. 2013-113** Authorizing the overhiring of one (1) Evidence and Property Specialist within the Special Operations Division of the Police Department through an interdepartmental recruitment of full-time, part-time, and volunteer staff, and outside recruitment if necessary in compliance with City of Turlock Personnel System Rules and Regulations Section 16:01 (Rule of Five) and the potential recruitment of a position vacated by the appointment to the position of Evidence and Property Specialist through an in-house recruitment of full-time, part-time, and volunteer/intern staff, and outside recruitment if needed

N. *Motion*: Authorizing the City Manager to sign and mail a letter of support for the Fire Sprinkler Incentive Act – Senate Bill S.1163 (Carper – 2013)

Item 5B This item was removed from from the Consent Calendar for separate consideration as Mayor Lazar was not present at the meeting of June 25, 2013.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting Minutes of Special Meeting of June 13, 2013; Minutes of Regular Meeting of June 25, 2013. Motion carried with Councilmember Steven Nascimento absent.

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Police Chief Robert Jackson presented the staff report on the request to repeal Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember White, introducing an Ordinance Repealing Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones, and setting the final reading for July 23, 2013. Motion carried with Councilmember Steven Nascimento absent.

B. City Manager Roy Wasden introduced the staff report on the request to establish the Turlock Downtown Property Owners Association's Property and Business Improvement District #3.

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

Mayor Lazar called for any additional ballots, and for any requests to change a ballot or withdraw a ballot that had already been submitted.

Mayor Lazar asked for volunteers to monitor the tabulation of the ballots. Dana McGarry of the Downtown Property Association monitored the ballot tabulation.

Deputy City Clerk Stacey Tonarelli reported the results of the ballot tabulation with a square footage of 201,564 votes in favor, representing 68% of the total square footage of ballots received. The weighted assessment ballots in favor exceed the weighted assessment ballots submitted in opposition.

Action: **Resolution No. 2013-114** Establishing the Turlock Downtown Property Owners Association's Property and Business Improvement District #3 was introduced by Councilmember White, seconded by Councilmember DeHart. Motion carried with Councilmember Steven Nascimento absent.

8. SCHEDULED MATTERS:

A. Capital Improvement Coordinator Wayne York presented the staff report on the request for guidance and direction from Council regarding residential street closures, particularly as it relates to fees and insurance requirements.

Council discussion included the pros and cons of implementing an application fee for a residential street closure permit, maintaining or modifying insurance requirements, citywide events exclusive from these requirements, fee for waiver and hold harmless clause options, as well as other regional agency policies.

Council discussion concluded in support of not implementing an application fee or general liability insurance requirement and to modify the application form to include language that holds the City harmless from claims related to such street closures.

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

Action: **None – nformation Item Only**

B. Municipal Services Director Dan Madden presented the staff report on the request to direct Turlock Scavenger to deliver to Merced County Regional Waste Management Authority a minimum of ninety percent (90%) of the non-diverted refuse/solid waste collected by Turlock Scavenger for a period not to exceed one hundred and twenty (120) calendar days.

Council discussion included the comparison and competition of refuse/solid waste disposal facilities between Stanislaus County and Merced County, the current agreement with Stanislaus County and it's increasing rates along with the rate increased being absorbed by Turlock Scavenger. Further discussion included the proposed rate increase to City rate payers by Turlock Scavenger in order to offset additional expense of increased tipping fees and what that impact would be to the City rate payers. Discussion concluded in favor of the 120 day agreement of Turlock Scavenger re-routing disposal to Merced County allowing time for all agencies to continue discussions and resolve all concerns.

Mayor Lazar asked for public comment.

Keith Boggs, Stanislaus County, CEO spoke in support of the Stanislaus County landfill agency and encouraged Council to not enter into a 120 day agreement with Merced County Regional Waste Management Authority, but rather to continue discussions with Stanislaus County.

Mayor Lazar closed public comment.

Action: **Resolution No. 2013-115** Directing Turlock Scavenger to deliver to Merced County Regional Waste Management Authority a minimum of ninety (90%) percent of the non-diverted refuse/solid waste collected by Turlock Scavenger for a period not to exceed one hundred and twenty (120) calendar days was introduced by Councilmember White, seconded by Councilmember Bublak. Motion carried with Councilmember Steven Nascimento absent.

C. Fire Division Chief Brian White presented the staff report on the request to approve the City of Turlock Safety Program and authorize the implementation of the procedures and general safety orders.

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

Action: **Resolution No. 2013-116** Approving the City of Turlock Safety Program and authorizing the implementation of the procedures and general safety orders outlined within, effective immediately was introduced by Councilmember White, seconded by Councilmember. Motion carried with Councilmember Steven Nascimento absent.

D. City Manager Roy Wasden presented the staff report on the request to provide direction to staff regarding possible implementation of a special or general tax increase through the use of sales or parcel tax monies for funding sources for critical infrastructure and service related issues.

Council discussion included how revenue from a County-wide road tax would be dispersed among agencies, the schedule of processing the initiation of a special tax for placement either on the November 2013 or the June or November 2014 ballots, and the various ramifications if implemented for the November 2013 ballot.

Additional discussion included identifying specific road repair projects in advance of implementing a special sales tax, and continued outreach to the community,

Mayor Lazar asked for public comment.

Stanislaus County Board Supervisor Vito Chiesa spoke in favor of continued discussion with the County for a County-wide road tax and recommended Councilmembers, Mayor, City Manager's continue to colloborate with other agencies in identifying regional projects.

DRAFT

Mayor Lazar closed public comment

Action: None

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Mayor Lazar and Councilmember Bublak requested consideration that, events be scheduled after business hours whenever possible due to their work schedules.

11. CLOSED SESSION:

A. *Public Employee Performance Evaluation*, Cal. Gov't Code §54957
Title: City Attorney

Action: No reportable action.

B. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Municipal Services Deputy Director, Payroll Coordinator, Principal Civil Engineer, 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: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember White, seconded by Councilmember DeHart, to adjourn at 7:43 p.m. Motion carried with Councilmember Nascimento absent.

RESPECTFULLY SUBMITTED

_____
Stacey Tonarelli
Deputy City Clerk

DRAFT

5C

Council Synopsis

July 23, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an amendment to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months

2. DISCUSSION OF ISSUE:

On July 10, 2012, the Council awarded an agreement to Sally Swanson Architects, Inc. (SSA), of San Francisco, CA, in the amount of $162,020 for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." The role of SSA under this project is to analyze site conditions throughout the City, identify accessibility barriers within the City's right-of-way, and generate a final report that includes a Transition Plan for reducing or eliminating these barriers. SSA is responsible for project management and coordinating community input into the process as well.

During the course of the project it became apparent that SSA underestimated the number of pedestrian curb ramps within the City and requested Staff to reduce the project scope, thereby allowing SSA to complete the project on-time. Rather that change the scope Staff directed SSA to complete the original project scope, which includes all of the facilities within the public rights-of-way, but allowed for an extended project delivery schedule.

Staff is recommending a six-month extension to the agreement with SSA to allow them time to complete the project.

3. BASIS FOR RECOMMENDATION:

A) Federal law (ADA Title II) requires local cities to perform a self-evaluation and develop a transition plan.

B) Ensuring accessibility for city residents and visitors is important, as it removes barriers for participation.

C) Providing an extension to the existing agreement will allow for proper completion of the project requirements.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a Identify avenues to address current deficiencies in:
- i. County islands
- ii. West Side
- iv. Streets/Roadways

b Address growth related issues (current and future)
- i. Interchanges
- ii. Impact on current transportation system
- iii. Bike paths/routes around town/buses

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

Goal(s): a Community Infrastructure – Strive to:
- iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees
- iv. Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.
- v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There are no fiscal impacts associated with this amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny an amendment to the agreement extending the term of the agreement. Staff does not recommend this alternative because a termination of the agreement at the original end date would result in a premature end to the project, an incomplete final report, and insufficient opportunities for community input into the process.

AMENDMENT NO. 1
to
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
SALLY SWANSON ARCHITECTS, INC.
for
ACCESSIBILITY COMPLIANCE CONSULTING SERVICES
CITY PROJECT NO. 11-27

THIS AMENDMENT, dated July 23, 2013, is entered into by and between the CITY OF TURLOCK, a municipal corporation (hereinafter "CITY") and SALLY SWANSON ARCHITECTS, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 10, 2012, whereby CONTRACTOR will perform professional accessibility compliance consulting services (hereinafter the "Agreement").

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

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

> "5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 10, 2012, and ending December 31, 2013, subject to CITY's availability of funds.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SALLY SWANSON ARCHITECTS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

5D

Council Synopsis

July 23, 2013

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 13-29, "Painting of Fire Station No. 4," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 14, 2013, staff awarded a contract in the amount of $6,856 to Downey & Son Painting of Livingston, California for "Painting of Fire Station No. 4."

All work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

3. BASIS FOR RECOMMENDATION:

A) City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a Community Infrastructure
i. Provide safe and well maintained facilities for the community, recreational programs and City of Turlock employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Exempt per CEQA Section 15301 (Existing Facilities)

7. ALTERNATIVES:

Deny acceptance of work completed. Staff does not recommend this as the contractor completed the work according to the project specifications.

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. 13-29
PAINTING OF FIRE STATION NO. 4

Notice is hereby given that work on the above-referenced located on City property at 2820 North Walnut Road in the City of Turlock, was completed by the undersigned agency on July 23, 2013. The contractor of work was Downey and Son Painting, P O Box 112, Livingston, CA 95334, 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 July 24, 2013 at Turlock, California, Stanislaus County

5E

Council Synopsis

July 23, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $2,422 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 "2103 Reserve" to fund the survey of local city streets as part of City Project No. 13-30, "Pavement Management Program Update," and the Regional Pavement Management Program Update for Fiscal Year 2012-13, as administered by StanCOG

2. DISCUSSION OF ISSUE:

The Stanislaus Council of Governments (StanCOG), with the support of the local agencies in the region, successfully pursued and obtained federal funding for a comprehensive analysis of pavement conditions for all federal-aid roadways within the region for FY 2012-13. The goal of this project is to accurately assess roadway conditions, prepare reports on these conditions through a Pavement Condition Index (PCI), and empower local agencies to use this data in planning, designing, and maintaining their transportation network. This data is also very important for requesting certain state and federal grants.

In September 2012 StanCOG released an RFQ to solicit proposals from qualified consultants to analyze and report on pavement conditions. On October 11, 2012, Staff was invited to participate as a member of a scoring committee tasked with scoring the submitted proposals. The subcommittee unanimously selected Nichols Consulting Engineers (NCE), who has previously completed work in the region and with StanCOG and has a reputation for excellence for projects of this nature.

In November 2012 the City was informed by StanCOG that while the primary scope of work was for the consultant to survey federal-aid roadways, as listed on the California Road Systems Map, local agencies could request NCE to conduct surveys of local roads too, provided that the local agency paid for the costs associated with this increased scope. NCE has agreed to provide these services to the City for an additional cost of $28,620, which was appropriated by the Council on February 26, 2013.

Upon completion of this project Staff will have access to the collected data through a web-based database called StreetSaver, which will allow Staff to review, analyze, and update the data, particularly as pavement treatments are applied.

Throughout the course of the project NCE discovered variations between the anticipated total miles of roadway to survey and the actual miles of roadway surveyed, resulting in additional costs. In addition, NCE discovered that the pavement sections established by the previous consultant were setup incorrectly and made the necessary changes so that the newly collected data can be properly analyzed, which also resulted in additional costs.

StanCOG evaluated the additional costs to the region, verified the accuracy of the information provided, and calculated the cost to each local agency based on the actual, additional work performed for each agency. StanCOG determined the City of Turlock's additional cost to be $2,422 for this work as shown in Exhibit A. Staff agrees with this determination and recommends appropriating the necessary funds as specified.

3. BASIS FOR RECOMMENDATION:

A) Accurate pavement surveys and reports play a crucial role in planning, budgeting, and designing pavement maintenance and rehabilitation projects.

B) Participation with the regional project allows the City to receive the benefit of a whole City survey while only paying for a small portion of it with local funds.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Funding is available in Fund 217 (2103) Reserve for the proposed work.
No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject this resolution and not appropriate the additional funds to complete this project. Staff does not recommend this action as it would result in having insufficient pavement condition data to properly design and budget for pavement maintenance projects.

EXHIBIT A

From: "Michael Costa" <MCOSTA@Stancog.org>
To: <WYork@turlock.ca.us>
Date: 6/27/2013 5:34 PM
Subject: Additional Local Costs for Turlock Pavement Management Program Update
Attachments: Invoice from/Reimbursing StanCOG for PMP Local Roads Assessment Portion; Pavement Management Program Update Regarding Changes in Centerline Miles and Pavement Sectionalization Estimates

CC: "Ann Herner" <aherner@interwestgrp.com>, "Rosa Park" <RPARK@Stancog.org>...

Good Afternoon Wayne,

Per our telephone discussion a couple of weeks ago, and the e-mail sent yesterday, an additional cost of $2,422 has been incurred relevant to Nichols Consulting Engineers' (NCE) work involving the local roads assessment portion of the Pavement Management Program (PMP) Update project. This additional cost will bring Turlock's final local roads assessment cost to $31,042.

Please note that this new amount will be reflected in the invoice that you receive from StanCOG regarding the local roads assessment portion of the PMP Update project that Turlock previously agreed to reimburse StanCOG for with local funds. Should you need further documentation from StanCOG to support a Purchase Order or Council action item, regarding this change in cost amount, please let me know as soon as possible

As always, please feel free to contact me directly regarding any questions related to this overall project. Thank you.

Sincerest Regards,

Mike

Mike Costa
Associate Planner
Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
T: 209.525.4644
E: mcosta@stancog.org

Wayne York - Pavement Management Program Update Regarding Changes in Centerline Miles and Pavement Sectionalization Estimates

From: "Michael Costa"

To: "Leisser Mazariegos" , "Michael Renfrow" , "Monica Sandoval" , "Terry Barques" , "Matt Erickson" , "Dominique Spinale" , "Victoria Dion" , "Kathleen Cleek" ,

Date: 6/26/2013 5:27 PM

Subject: Pavement Management Program Update Regarding Changes in Centerline Miles and Pavement Sectionalization Estimates

CC: "Curtis Jorritsma" , "Chuck Deschenes" , "Ann Herner" , "Rosa Park" , "Nathan Bray"

Good Evening Pavement Management Program Partners:

The following provides a brief update regarding two key items of the Pavement Management Program. Please note that I will be sending a separate e-mail to each city regarding some additional local costs that have been incurred due to work relevant to changes associated with the items described below.

CENTERLINE MILES

NCE has completed the field assessments for all cities shown below. As you may recall, when StanCOG had first organized the RFP/RFQ for this project, we had identified a centerline mileage estimate for the Federal-aid and local roads for each jurisdiction based on the information that we gathered from both our resources and those of each of our local jurisdictions. Before the RFP/RFQ was released, StanCOG circulated this information to all of your agencies for review and update, and changes were made to both the Federal-Aid and local roads mileage estimates based on the comments we received from the agencies. T

The table, below, identifies final mileage for each city's Federal-Aid and local roads. It is important to note that under the Federal-Aid road columns, the "final" mileage column amount shown reflects the Federally funded roads as classified in the CRS Maps (CA Roads System), which are maintained by Caltrans. Since the final report will reflect the functional classification (FC) as established by the latest CRS maps, this table identifies an opportunity for each agency to update road mileage and change FC for roads where appropriate. You agency is highly encouraged to visit the following link regarding FC changes: http://dot.ca.gov/hq/tsip/hseb/func_clas.html. FC affects whether roads are eligible for federal funds. Federally classified road mileage further determines the amount of federal funds distributed to each jurisdiction. Should you have any questions regarding the process to change FC, please feel free to contact me directly.

		Centerline Miles					
		Federal-Aid Roads			Local Roads		
#	Agency	Original	Final	Difference	Original	Final	Difference
1	Ceres	34.0	42.7	8.7	99.0	98.5	(0.5)
2	Hughson	7.0	7.7	0.7	18.0	21.0	3.0

3	Modesto	191.0	184.5	(6.5)	483.0	415.8	(67.2)
4	Newman	7.0	18.8	11.8	33.0	23.5	(9.5)
5	Oakdale	27.0	0.6	(26.4)	48.0	82.3	34.3
6	Patterson	30.0	27.1	(2.9)	52.0	49.5	(2.5)
7	Riverbank	20.0	33.8	13.8	54.0	40.1	(13.9)
8	Turlock	103.0	103.0	-	179.0	145.0	(34.0)
9	Waterford	6.0	4.6	(1.4)	17.0	18.9	1.9
	TOTALS	**425**	**423**	**(2)**	**983**	**895**	**(88)**

PAVEMENT SECTIONS

As you may recall, in the beginning of this project, there was a discussion about several issues pertaining to the data/information produced in the 2008 Pavement Assessment Report, which was performed by a previous Consultant. The StreetSaver database received from that Consultant was questionable and information from that database and report was deemed invalid by many agencies. One of the key components of the StreetSaver program is pavement sectionalization. In review of the 2008 PMP StreetSaver database information from each City, it was discovered that the pavement sections were established based on city blocks, regardless of length size. As part of NCE's update, pavement sections were reviewed and revised to reflect current fundamental pavement management principles for sectionalization. Therefore, the final pavement sections, shown in the table below, are based on maintenance programming which considers FC, type of surface, changes in width, and length.

		PAVEMENT SECTIONS		
		Local Roads		
#	Agency	2008 Database / Report	Estimate for Contract	Final
1	Ceres	1,402	354	769
2	Hughson	169	48	163
3	Modesto	3,348	3,010	3,300
4	Newman	352	111	104
5	Oakdale	1,060	253	685
6	Patterson	637	201	333
7	Riverbank	588	258	436
8	Turlock	1,922	945	1,235
9	Waterford	242	129	151
	TOTALS	**9,720**	**5,309**	**7,176**

As a result of revising the pavement sections, and the change in FC mileage for Federal-aid and local roads, additional costs were accrued for each agency. Please note that these final numbers were not available until after the field assessments were completed. As I mentioned in the beginning of this e-mail, I will be sending an e-mail to each of your agencies regarding the additional local costs associated with these changes. If you have any questions about this e-mail or project in general, please feel free to contact me directly. Thank you.

Sincerest Regards,

Mike

Mike Costa
Associate Planner
Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
T: 209.525.4644
E: mcosta@stancog.org

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $2,422 TO ACCOUNT NUMBER 217-50-511.43270 "PAVEMENT MANAGEMENT PROGRAM UPDATE" FROM FUND 217 "2103 RESERVE" TO FUND THE SURVEY OF LOCAL CITY STREETS AS PART OF CITY PROJECT NO. 13-30, "PAVEMENT MANAGEMENT PROGRAM UPDATE," AND THE REGIONAL PAVEMENT MANAGEMENT PROGRAM UPDATE FOR FISCAL YEAR 2012-13, AS ADMINISTERED BY STANCOG	}	RESOLUTION NO. 2013-

WHEREAS, the Stanislaus Council of Governments (StanCOG), through the use of federal funds and a contracted consultant, Nichols Consulting Engineers (NCE), will be conducting a regional Pavement Management Program (PMP) update for participating agencies for all roadways in the region identified as federal-aid roadways; and

WHEREAS, the City has been provided the opportunity to have NCE survey all city streets, not just the arterial and collector streets identified under the original project scope, thereby allowing the City to have current, accurate data relative to pavement conditions for all City streets; and

WHEREAS, the City believes this enhanced scope of services will provide a significant benefit to the community by allowing these surveys to be completed at a greatly reduced rate when compared to the cost of hiring a separate consultant; and

WHEREAS, the City Engineer believes the results of these surveys will serve an important role in prioritizing and scheduling roadway rehabilitation and reconstruction projects, as well as assist in obtaining federal funds for projects where current pavement conditions are required for approval of grant funding; and

WHEREAS, the City previously appropriated $28,620 for NCE to complete this portion of work in accordance with City of Turlock Resolution No. 2013-036; and

WHEREAS, throughout the course of the project, NCE discovered unexpected conditions in their review and analysis that resulted in additional costs, which have been reviewed by StanCOG and passed on to each local agency based on the actual, additional work performed in each jurisdiction; and

WHEREAS, City staff reviewed the additional costs to the City, identified to be $2,422, agree with the additional amount requested, and recommend approval of an appropriation in the same amount to ensure that the City's portion of the regional project is accurate and thorough when finalized.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $2,422 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 "2103 Reserve" to fund the survey of local city streets as part of City Project No. 13-30, "Pavement Management Program Update," and the Regional Pavement Management Program Update for Fiscal Year 2012-13, as administered by StanCOG.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

Council Synopsis

July 23, 2013

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: Accepting notification of Contract Change Order No. 5 in the amount of $6,152.73 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to $610,941

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $609,000 to Graham Prewett, Inc., of Fresno, California for "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing. During the course of construction it was determined by the Architect some of the columns required additional flashing to provide a base for masonry and waterproofing. After review, City Staff and Graham Prewett, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$609,000	2/1/11
Change Order No. 1	($15,602)	1/10/12
Change Order No. 2	$6,399	4/24/12
Change Order No. 3	$600	9/25/12
Change Order No. 4	$4,391	6/25/13
Change Order No. 5	6,152.73	7/23/13
Adjusted Contract Total	$610,940.73	

Description of change order:

Change order No. 5 includes 1 item:

1) Fabricate sheet metal caps for the column tops to provide a base for the masonry and the waterproofing in the amount of $6,152.73.

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.

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:

The current contract amount of $604,788 will be increased in the amount of $6,152.73, bringing the total contract to $610,940.73 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 5. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)

CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Graham Prewett, Inc.
2773 N. Business Park Ave., #102
Fresno, CA 93727
559-291-3741

Change Order No. 5

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 08
Awarded on:	February 1, 2011
Original Contract Amount:	$609,000.00
Increase to contract:	$6,152.73
Increase percentage:	1.0%
Increase of previous CCOs:	($4,212.00)
Cumulative percentage:	0.3%
New Contract Total:	$610,940.73

Description of change order:

Fabricate sheet metal caps for the column tops to providea base for the masonry and the waterproofing.	$6,152.73

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

Approved: _____
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-Jul-13 **Change Order No.:** 5
Project Name: Turlock Public Safety Facility

Graham Prewett, Inc.
2773 N. Business Park Ave., #102
Fresno, CA 93727

Project No.: 0804B - Category 08
Contract For: $609,000.00
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	Fabricate sheet metal caps for the column tops to provide a base for the masonry and the waterproofing.	LS	1	$6,152.73	$6,152.73
			Total this CCO=		$6,152.73

The original contract sum =	**$609,000.00**
Net change by previous change orders =	**($4,212.00)**
The contract sum will be (increased) by this Change Order =	**$6,152.73**
The new contract sum including this change order will be =	**$610,940.73**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5G

Council Synopsis

July 23, 2013

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: Accepting notification of Contract Change Order No. 5 in the amount of $13,492 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,234,326

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical. During the course of construction, some additional costs were generated as a result of various changes, additions, and deletions necessary to construct the electrical system for the Public Safety Facility. After review of the proposed changes and the project schedule, City Staff and Darrale Patrias Electric recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$4,255,614	2/1/11
Change Order No. 1	($122,759)	1/10/12
Change Order No. 2	$22,703	2/12/13
Change Order No. 3	$48,387	4/23/13
Change Order No. 4	16,889	6/25/13
Change Order No. 5	13,492	7/23/13
Adjusted Contract Total	$4,234,326	

Description of change order:

Change order No. 5 includes 7 items:

1) Relocate receptacle in Room 271 due to conflict with paper dispenser in Room 269 in the amount of $273.

2) Move lights in front of jail cells to opposite side of corridor to better light cells in the amount of $1,567.

3) Provide microphone outlets in Rooms 168 and 198 per a request from Turlock Police Department via RFI 363 in the amount of $477.

4) Replace two (2) 2x24 light fixtures in Room 185 with two (2) 2x23 light fixtures to allow above ceiling access in the amount of $1,345.

5) Add fire alarm contact to coiling window 106B per RFI 444 in the amount of $1,168.

6) Install light, plug, and switch high in the elevator shafts to meet code and provide a light and switch in the elevator equipment closets in the amount of $4,630. Credit for heat and smoke detectors provided per RFI 402.

7) Per a request from the City's IT Department, install in the second floor IT closet, room 262, one (1) floor mounted rack, and rework existing cables in the amount of $4,032.

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.

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:

The current contract amount of $4,220,834 will be increased in the amount of $13,492, bringing the total contract to $4,234,326 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

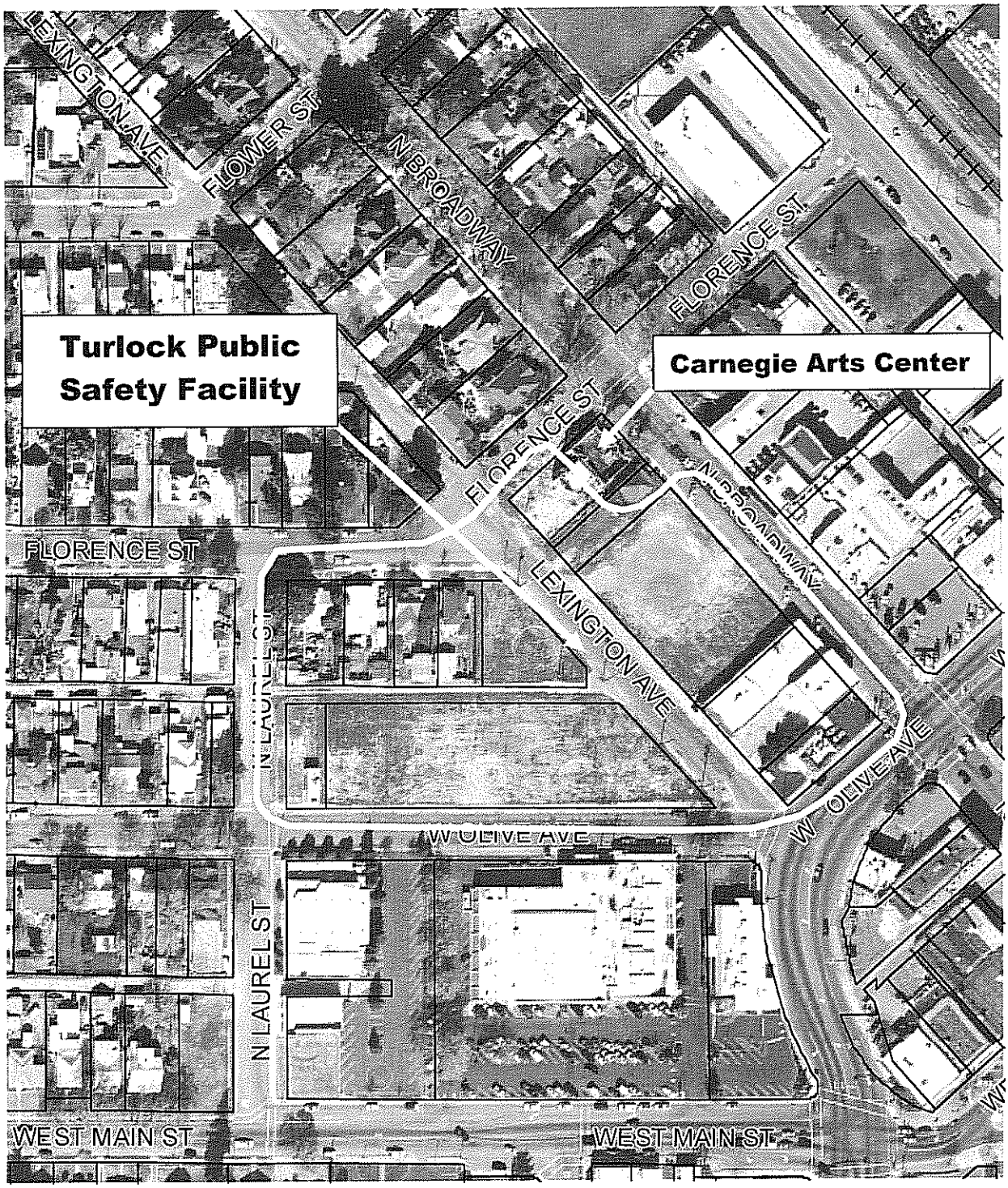
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 5. This option is not recommended by City Staff since the changes are necessary to construct the electrical and communication systems for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Darrale Patrias Electrical Contractor,
2480 N. Walnut Rd.
Turlock, CA 95382
209-632-6196

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 13
Awarded on:	February 1, 2011
Original Contract Amount:	$4,255,614.00
Increase to contract:	$13,492.01
Increase percentage:	0.3%
Increase of previous CCOs:	($34,780.13)
Cumulative percentage:	-0.5%
New Contract Total:	$4,234,325.88

Change Order No	5

Description of change order:

1	Relocate receptacle in Room 271 due to conflict with paper dispenser in Room 269.	$273.26
2	Move lights in front of jail cells to opposite side of corridor to better light cells.	$1,567.07
3	Provide microphone outlets in Rooms 168 and 198 per a request from Turlock Police Department via RFI 363.	$477.22
4	Replace two (2) 2x24 light fixtures in Room 185 with two (2) 2x23 light fixtures to allow above ceiling access.	$1,344.57
5	Add fire alarm contact to coiling window 106B per RFI 444.	$1,167.97
6	Install light, plug, and switch high in the elevator shafts to meet code. Provide a light and switch in the elevator equipment closets. Credit for heat and smoke detectors per RFI 402.	$4,630.16
7	Per a request from the City's IT Department, install in the second floor IT closet, room 262, one (1) floor mounted rack, and rework existing cables.	$4,031.76
		$13,492.01

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

Approved: _____
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-Jul-13 **Change Order No.:** 5
Project Name: Turlock Public Safety Facility

Darrale Patrias Electrical Contractor, Inc.
2480 N. Walnut Rd.
Turlock, CA 95382

Project No.: 0804B - Category 13
Contract For: $4,255,614.00
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	Relocate receptacle in Room 271 due to conflict with paper dispenser in Room 269.	LS	1	$273.26	$273.26
2	Move lights in front of jail cells to opposite side of corridor to better light cells.	LS	1	$1,567.07	$1,567.07
3	Provide microphone outlets in Rooms 168 and 198 per a reques from Turlock Police Department via RFI 363.	LS	1	$477.220	$477.22
4	Replace two (2) 2x24 light fixtures in Room 185 with two (2) 2x23 light fixtures to allow above ceiling access.	LS	1	$1,344.57	$1,344.57
5	Add fire alarm contact to coiling window 106B per RFI 444.	LS	1	$1,167.97	$1,167.97
6	Install light, plug, and switch high in the elevator shafts to meet code. Provide a light and switch in the elevator equipment closets. Credit for heat and smoke detectors per RFI 402.	LS	1	$4,630.16	$4,630.16
7	Per a request from the City's IT Department, install in the secon floor IT closet, room 262, one (1) floor mounted rack, and rework existing cables.	LS	1	$4,031.76	$4,031.76
			Total this CCO=		**$13,492.01**

The original contract sum =	**$4,255,614.00**
Net change by previous change orders =	**($34,780.13)**
The contract sum will be (increased) by this Change Order =	**$13,492.01**
The new contract sum including this change order will be =	**$4,234,325.88**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5H

Council Synopsis

July 23, 2013

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: Accepting notification of Contract Change Order No. 3 in the amount of $5,358.83 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $888,691

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $884,000 to Mark III Construction, of Sacramento, California for "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing. During the course of construction some additional costs were generated as a result of minor changes in the field and additional work required by Architect's Supplemental Instruction No. 032 and damage to a water line.

Change Order History	Amount	City Council Meeting
Original Contract	$884,000	2/1/11
Change Order No. 1	($3,000)	1/10/12
Change Order No. 2	$2,332	6/26/12
Change Order No. 3	$5,359	7/23/13
Adjusted Contract Total	$888,691	

Description of change order:

Change order No. 3 includes 2 items:

1) Add Floor sink at Pre-Action fire sprinkler valve per ASI 032 in the amount of $1,570. Total cost for this change is $3,823. The balance of the cost is covered in ACO 2/14.

2) Repair broken water line at moto canopy footing in the amount of $3,789. Footing was moved due to TID request.

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.

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:

The current contract amount of $883,332 will be increased in the amount of $5,359, bringing the total contract to $888,691 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

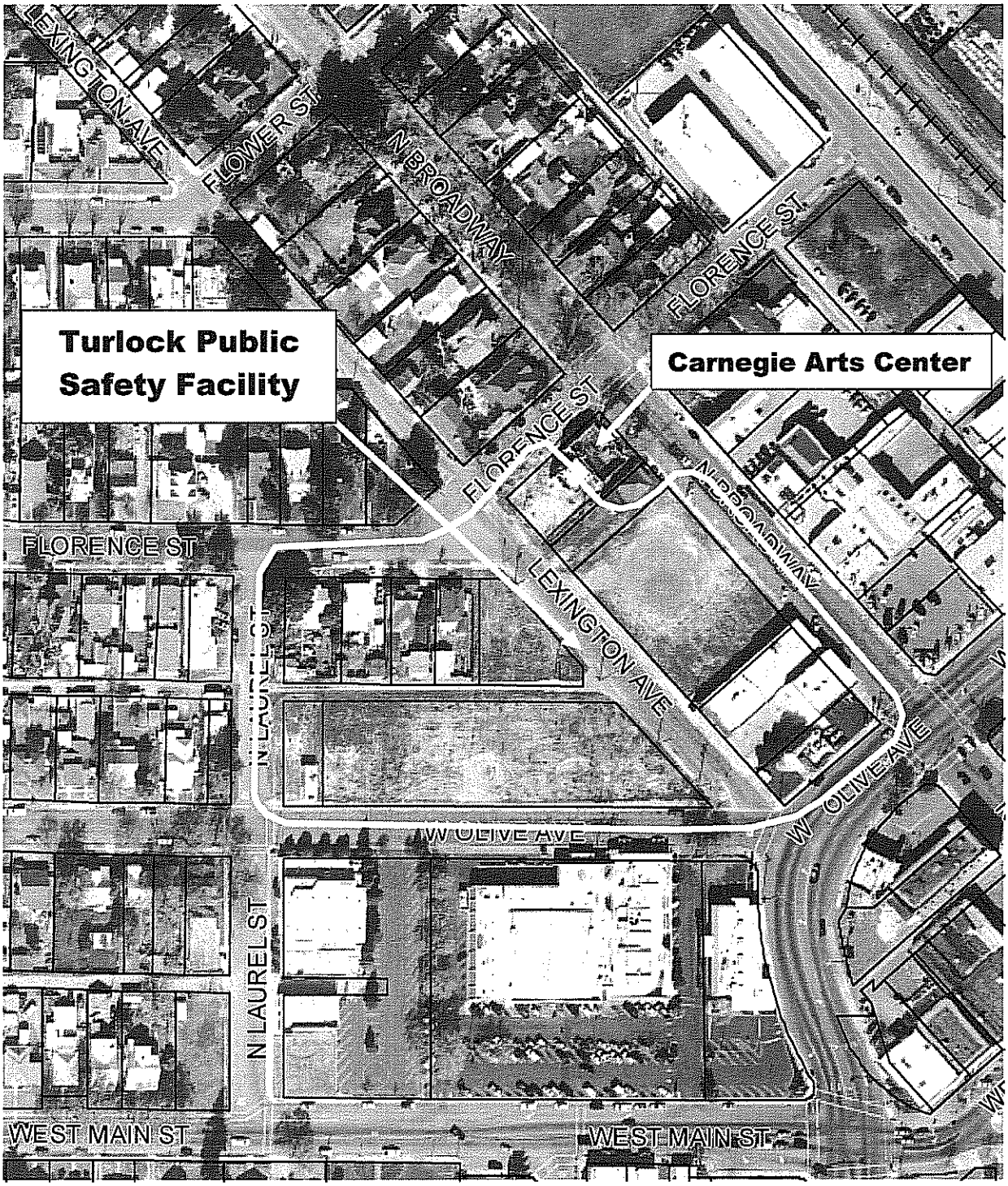
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 3. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Mark III Construction
5101 Florin Perkins Rd.
Sacramento, CA 95826
916-381-8080

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 14
Awarded on:	February 1, 2011
Original Contract Amount:	$884,000.00
Increase to contract:	$5,358.83
Increase percentage:	0.6%
Increase of previous CCOs	($668.12)
Cumulative percentage:	0.5%
New Contract Total:	$888,690.71

Change Order No 3

Description of change order:

Add Floor sink at Pre-Action fire sprinkler valve per ASI 032. Total cost for this change is $3,823. The balance of the cost is covered in ACO 2/14.	$1,570.02
Repair broken water line at moto canopy footing. Footing was moved due to TID request.	$3,788.81
	$5,358.83

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

Approved: _____
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-Jul-13 **Change Order No.:** 3
Project Name: Turlock Public Safety Facility

Mark III Construction
5101 Florin Perkins Rd.
Sacramento, CA 95826

Project No.: 0804B - Category 1
Contract For: $884,000.00
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	Add Floor sink at Pre-Action fire sprinkler valve per ASI	LS	1	$1,570.02	$1,570.02
	032. Total cost for this change is $3,823. The balance				
	of the cost is covered in ACO 2/14.				
2	Repair broken water line at moto canopy footing.	LS	1	$3,788.81	$3,788.81
	Footing was moved due to TID request.				
			Total this CCO=		$5,358.83

The original contract sum =	**$884,000.00**
Net change by previous change orders =	**($668.12)**
The contract sum will be (increased) by this Change Order =	**$5,358.83**
The new contract sum including this change order will be =	**$888,690.71**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5I

Council Synopsis

July 23, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager, or his designee, to approve the temporary closure of public streets, alleys, or other public rights-of-way and waive all general liability insurance requirements listed in Turlock Municipal Code Title 1, Chapter 6, for approved, neighborhood block parties and events

2. DISCUSSION OF ISSUE:

The City regularly provides Residential Street Closure Permits to residents who seek to close the street in front of their home for block parties or other small, short-duration events. These closures are encouraged by the City as a way for residents to get to know one another and to promote neighborhood cooperation, communication and understanding. Staff will approve an average of 30-40 applications per year with a majority of the applications sought for 4th of July celebrations in July and National Night Out celebrations in August. Many of the applicants are repeat applicants that submit their closure information annually on behalf of their neighborhood.

To obtain this permit the applicant submits an application to the Engineering Division, which reviews the impact to the surrounding neighborhood and the transportation network. Streets that are primary collectors and arterials are generally not approved for closure, while residential streets and cul-de-sacs are generally approved. Staff will generate a traffic control plan to indicate the appropriate placement of the required barricades and signs and attach the traffic control plan to the application.

Staff will then forward the application, via email, to the Police and Fire Departments for a public safety review. Engineering staff will notify the applicant of the approval or denial of the application via phone, email, or U.S. mail as requested by the applicant.

The applicant is responsible for notifying their neighbors of the upcoming closure, as well as for ensuring that affected persons are allowed access to their homes. The applicant is also required to obtain all of the necessary traffic control at their expense, which can be rented from an area traffic control rental facility. Furthermore, the applicant is required to agree to a list of requirements as a condition of approval.

The City does not charge any fees associated with this permit.

Staff was recently made aware of requirements in the Turlock Municipal Code 1-6-01(a) that requires insurance to be provided for all street closures, to include residential street closures where no construction work is being performed. Once this information was brought to light, staff met to discuss it. On June 18, 2013, upon the recommendation of the City Attorney and direction of the City Manager, staff began immediately requiring insurance from all new applicants at the time of application. These insurance requirements, which are similar to requirements used for other City facilities, are shown below:

> "Turlock Municipal Code Section 1-6-01(a) requires permit applicants to obtain insurance coverage to protect the City of Turlock from liability for any personal injury or property damage sustained or alleged to result from the issuance of the street closure permit. All applicants must provide proof of general liability insurance in the amount of $1,000,000 which includes the City of Turlock as an additional insured. This coverage may be obtained through the applicant's homeowner's policy or a third-party provider of special events policies.
>
> An Additional Insured Endorsement naming "the City of Turlock, its elective and appointive boards, officers, agents, employees, and volunteers" as additional insured must accompany the Certificate of Insurance. If the policy includes an automatic or blanket additional insured endorsement, the certificate must state that the City is an automatic or blanket additional insured. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter."

On July 9, 2013, Staff sought guidance from the Council regarding potentially implementing an application fee as well as maintaining or modifying insurance requirements for these types of events. The consensus derived from the Council's comments appeared to support continuing to not charge an application fee as well as removing the general liability insurance requirements for these types of events only. In addition, Council would like language on the application form to hold the City harmless from all claims that may arise from the event. Therefore, Staff is recommending those changes in the resolution attached hereto.

3. BASIS FOR RECOMMENDATION:

A) Encourages stronger neighborhoods through a reduction in financial barriers to receiving an approved permit.

B) The California Vehicle Code requires the City Council to approve each street closure individually, unless delegated to a local official such as the City Manager.

C) The waiver of insurance provisions in the Turlock Municipal Code requires either a resolution or amending the applicable ordinance.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Without a revenue source the Engineering Division will continue to deficit spend approximately $1,400 per year, based on the average number of applications received, to review, coordinate, and process these applications.

Without an additional general liability insurance policy in place the City may experience fiscal impacts related to claims that arise from special events, when and if those claims exceed assets recovered by the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject this resolution and maintain the status quo. Staff does not recommend this action as the financial burden associated with the insurance requirements would be a large disincentive to residents, which could lead to an increase in non-compliant street closures or a reduction in positive, neighborhood events.

B. Reject this resolution and require both a new application fee and insurance requirements to be maintained. Staff does not recommend this action as the financial burden associated with both items would be a large disincentive to residents, which could lead to an increase in non-compliant street closures or a reduction in positive, neighborhood events.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE THE TEMPORARY CLOSURE OF PUBLIC STREETS, ALLEYS, OR OTHER PUBLIC RIGHTS-OF-WAY AND WAIVE ALL GENERAL LIABILITY INSURANCE REQUIREMENTS LISTED IN TURLOCK MUNICIPAL CODE TITLE 1, CHAPTER 6, FOR APPROVED, NEIGHBORHOOD BLOCK PARTIES AND EVENTS	RESOLUTION NO. 2013-

WHEREAS, members of the public will, from time to time, seek permission to temporarily close a city street, alley, or other section of public right-of-way for a block party or other short-term duration event; and

WHEREAS, the City supports these temporary closures as they generally provide a safer area to congregate through the removal of through vehicle traffic, as well as provide opportunities for neighbors to communicate, bond and build stronger neighborhoods; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the City Manager, or his designee, should be empowered to approve temporary streets closures of this nature to allow for prompt customer service and coordination of these types of closures; and

WHEREAS, Turlock Municipal Code Title 1, Chapter 6, requires applicants seeking to close a portion of City right-of-way to provide proof of general liability insurance coverage to the City for the duration of the closure, resulting in costs and fees to the applicant that can be viewed to be excessive, burdensome, or restrictive, thereby reducing the likelihood that applicants will utilize the established street closure process; and

WHEREAS, the City supports these temporary closures and seeks to reduce or remove as many barriers as possible to applicants seeking permits of this nature, to include waiving the general liability insurance provisions for these types of events when operated under an approved, City permit, while at the same time requiring additional legal language on the application form to hold the City harmless from all claims that may arise from the event.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, or his designee, to approve the temporary closure of public streets, alleys, or other public rights-of-way and waive all general liability insurance requirements listed in Turlock Municipal Code Title 1, Chapter 6, for approved, neighborhood block parties and events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5 J

Council Synopsis

July 23, 2013

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

Prepared by: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one (1) anticipated vacant Staff Services Assistant position within the Development Services Department (Engineering Division) through an in-house recruitment of full-time, part-time and volunteer staff (with no priority given), and outside recruitment if needed

2. DISCUSSION OF ISSUE:

In the FY 13/14 Budget, the Engineering Division converted its part time employee position to a full time Staff Services Assistant position. The Staff Services Assistant will be funded through the fund savings for deleting the part time position, charges to City Capital Improvement Projects and use of the Engineering Divisions records management fees. This position is instrumental in the tracking and processing of permits associated with new development and job creation. Also this position will provide support to the design team on city projects. Lastly, this position will be responsible for scanning, storing and purging divisional records.

Recruitment will be conducted in-house and will be open to all regular, part-time, and volunteers/interns with no priority given. We are also requesting authorization to do an outside open recruitment if necessary.

The complete job description is included as attachment "A".

3. BASIS FOR RECOMMENDATION:

A) In order to expeditiously process Engineering permits and supply quality customer service, it is essential to fill this indispensable position.

A. Strategic Plan Initiative Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this position is currently allocated in the FY12/13 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Reject the request to staff this vacant.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE FILLING OF ONE (1) VACANT STAFF SERVICES ASSISTANT POSITION WITHIN THE DEVELOPMENT SERVICES DEPARTMENT (ENGINEERING DIVISION) THROUGH AN IN-HOUSE, RECRUITMENT OF FULL-TIME PART-TIME AND, VOLUNTEER STAFF (WITH NO PRIORITY GIVEN), AND OUTSIDE RECRUITMENT IF NEEDED	**RESOLUTION NO. 2013-**

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, there exists a vacancy within the Engineering Division of the Development Services Department for the position of Staff Services Assistant; and

WHEREAS, the Staff Services Assistant reports to the Director of Development Services and performs a variety of moderately complex clerical duties related to the activities of the Engineering Division (see attachment A); and

WHEREAS, funding for this position is currently allocated in the Fiscal Year 2013-14 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Staff Services Assistant position through an in-house recruitment of full-time, part-time and volunteer staff (with no priority given), and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23th day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

April, 1997

STAFF SERVICES ASSISTANT

DEFINITION

Under general supervision, the Staff Services Assistant will provide a wide range of routine clerical, technical and administrative support to assigned Department. Responsibilities will include assisting in tracking departmental projects and activities, researching and compiling information, record keeping, and providing computer support to assigned department.

This position is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Staff Services Assistant is distinguished from the Staff Services Technician in that the Technician performs more technical/analytical assignments with a greater level of independence than the Staff Services Assistant.

The Staff Services Assistant provides administrative and technical support to supervisory and management staff, including computer support on various programs for department staff.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to, the following:

- Assist supervisory and management staff in tracking departmental projects and/or program activities.
- Learn to prepare written reports incorporating research and data presentation in charts and graphs.
- Assist others in the use of computer applications in office operations.
- Assist in responding to requests for information from other departments, agencies and the public.
- Investigate issues related to departmental operations and reports findings to supervisor or others in written or oral reports.
- Compile information and data for statistical and financial reports.
- May monitor budget accounts as directed by supervisor.
- Process records, data or material as required.

- Perform other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles of general inventory control procedures
- Principles of public administration; record keeping and filing practices; and government practices and requirements.
- Word processing and spreadsheet applications.
- City Codes and regulations relating to departmental activities.

Ability to:

- Operate a computer and other office machines.
- Utilize various computer software programs.
- Meet deadlines on time while maintaining smooth day to day operation of job duties.
- Learn and apply government practices, procedures and codes in the completion of assignments.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Education

Equivalent to completion of the twelfth grade, supplemented by related college coursework.

Experience

Two years of experience performing duties that include clerical work, financial or statistical record keeping, records maintenance, computer applications, and contact working with the general public.

LICENSE OR CERTIFICATE

Possession of an appropriate, valid California Drivers License at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read instructions; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and finger for use of computer keyboard, filing, writing and answering telephones; capable of clear

speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

Reviewed and approved: Personnel Officer

5K

Council Synopsis

July 23, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc., for specialized work related to gathering data for the Regional Surface Water Supply Project, in an amount not to exceed $16,018, from Fund 420-52-550.43515 "Stanislaus Regional Water Authority"

2. DISCUSSION OF ISSUE:

In order to provide more accurate data relative to the Regional Surface Water Supply Project, there is a need to better define our anticipated water flow and use requirements related to distribution of this water into the City's distribution system. As the developer of the City's Water Master Plan, Carollo Engineers has the expertise and knowledge of the City's system and the ability to perform this task to the City's satisfaction.

3. BASIS FOR RECOMMENDATION:

A. Carollo Engineers, Inc has provided City staff with a proposal to provide services related to gathering data for the Regional Surface Water Supply Project. This firm has a vast amount of expertise with the City's water system and is able to competently perform such services.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
$16,018.00 from Fund 420-52-550.43515 "Stanislaus Regional Water Authority" (Includes 10% contingency)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve this item. Staff does not recommend this alternative as the additional data is necessary to move forward with the Regional Surface Water Supply Project.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC
for
Gathering Data Relative to the Regional Surface Water Supply Project
CITY CONTRACT NO. 13-054

THIS AGREEMENT is made this 23rd day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Carollo Engineers, Inc, a Consulting Firm, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for identifying more accurate data (water flow, use requirements, and distribution) relative to the Regional Surface Water Supply Project; 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. In no event shall the sum of this Agreement exceed Sixteen Thousand Eighteen Dollars and 00/100^{ths} Dollars ($16,018.00). 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 July 23, 2013 and ending July 23, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. 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: **CAROLLO ENGINEERS, INC**
ATTN:
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: DAN MADDEN
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

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: _____
Dan Madden, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS, INC

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A.

Carollo
Engineers...Working Wonders With Water®

June 24, 2013

Mr. Dan Madden
Director of Municipal Services
City of Turlock
156 South Broadway, Suite 270
Turlock, California 95380-5454

Subject: Proposal to Identify How Much Water the City of Turlock Will Be Able to Take From the Stanislaus Regional Water Authority Project

Dear Mr. Madden:

This letter proposal is in response to your request for engineering services to quantify how much water the City of Turlock's (City's) water distribution system will be able to take from the Stanislaus Regional Water Authority (SRWA) surface water project. The system's ability to take water from the SRWA is related to the City's water demands, the number of wells in operation, and the improvements made to the distribution system. The scope, budget, and schedule for the subject project are presented herein.

BACKGROUND

The SRWA is proceeding with implementing the surface water supply project. Current tasks entail negotiating the water purchase agreement with the Turlock Irrigation District, and planning the work to be completed over the next three fiscal years. At this time, each of the three SRWA member agencies are verifying their water needs from this project in terms of the monthly and annual take for the next several decades. The City's current projections state that it will purchase nearly 17,000 acre-feet of water each year. As this amount may exceed the total demand for the City at certain times, the City is interested to know the volume of water it can take under various water demand and operational scenarios.

SCOPE OF WORK

The following tasks describe the work we will perform:

1. Perform Initial Model Runs
    a. Perform steady state model runs with the following assumptions:
        i. Water demand scenarios: current, buildout (per UWMP), and intermediate (halfway between current and buildout). Water demands will be adjusted using global demand factors. Maximum and minimum day demand scenarios will be modeled for each scenario (six scenarios total).
        ii. System improvements: assume the improvements shown in Figure 5.2 of the May 2009 Water Master Plan Update are installed.
        iii. Well operation: test various combinations of wells on and off to assess influence on SRWA water supply quantity. Find the well operation scenario that maximizes the volume received

2700 Ygnacio Valley Road, Suite 300, Walnut Creek, California 94598
P. 925.932.1710 F. 925.930.0208
carollo.com

from the SRWA system while maintaining system pressures within the criteria stated in the master plan.

iv. SRWA supply pressure: supply pressure from the SRWA should not exceed 80 psi.

b. Prepare and deliver to the City the following summary information:
   i. Tables of model results that show the relationship between the water demands, well operation, and water supply volume from the SRWA.
   ii. Graphics that show the distribution of groundwater and surface water under the maximum and minimum day scenarios.
   iii. Graphics that show distribution system pressure under the maximum and minimum demand scenarios.

2. Preliminary Results Discussion
   a. Conduct a meeting with the City to discuss the results. During that meeting, determine what, if any, follow-up analysis needs to be performed.

3. Follow-up Analysis
   a. Perform follow-up analysis, if necessary, as determined during the meeting in Task 2.
   b. Conduct a meeting with the City to discuss the results of the follow-up analysis.

4. Letter Report
   a. Prepare a draft letter report summarizing the analysis performed and the results that were generated.
   b. Following receipt of the City's comments on the draft report, prepare a final version.

SCHEDULE AND FEE

We will deliver the draft results within three weeks following notice to proceed. Follow-up analysis, if needed, will be completed within two weeks following the meeting in Task 2. We will deliver the draft letter report within two weeks after completing the follow-up analysis. The final version of the letter report will be delivered two weeks after receipt of final comments from the City.

The total fee estimated to complete these tasks is $14,562. We propose to perform this work on a lump sum basis, and bill monthly based on the project percentage completion at the end of each month.

Thank you for considering Carollo for this work. Should you need additional information, or have questions regarding this proposal, please do not hesitate to call us.

Sincerely,
CAROLLO ENGINEERS, INC.

David Kraska, P.E.
Vice President

5L

Council Synopsis

July 23, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Deputy Director of Municipal Services

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson-Bryan, Inc., for the preparation of a Toxicity Reduction Evaluation (TRE) for Ceriodaphnia dubia, in an amount not to exceed $27,511, from Fund 410-51-530.43316 "NPDES Permit Studies"

2. DISCUSSION OF ISSUE:

The Turlock Regional Water Quality Control Facility discharges disinfected tertiary wastewater (recycled water) to the San Joaquin River. As part of its Permit requirements under the National Pollution Discharge Elimination system (NPDES), the City must routinely assess whether its wastewater may have an adverse (toxic) impact upon aquatic life. Toxicity tests ("bioassays") are conducted on a routine basis on three species of aquatic life: *Pimephales promelas* (fathead minnows), *Ceriodaphnia dubia* (water fleas), and *Selenastrum capricornutum* (algae).

Recent bioassays have indicated that the City's wastewater is having some type of adverse impact upon water fleas. Therefore, pursuant to the terms of the City's NPDES Permit, a Toxicity Reduction Evaluation (TRE) is required.

A Toxicity Reduction Evaluation (TRE) is a site-specific study conducted in a stepwise process to identify the cause of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity. A TRE is a highly specialized scientific study and the City lacks qualified personnel to perform the work. Robertson Bryan Inc. (RBI) has reviewed the City's recent bioassays. Results indicate that the magnitude of observed toxicity has declined with every subsequent test, with toxicity absent in the most recent bioassay conducted on June 6, 2013. Such a trend indicates a possible plant upset that is in the process of self-correcting. However, because the cause or source of the toxicity and possible plant upset have not been identified, preparation of a TRE Action Plan, as specified in the City's NPDES permit, is required.

3. BASIS FOR RECOMMENDATION:

A. The terms of the City's NPDES require that the Toxicity Reduction Evaluation be prepared because a number of recent bioassays indicated potential adverse impacts of the City's wastewater to the *Ceriodaphnia dubia*, a water flea.

B. Robertson – Bryan, Inc have extensive experience with TRE's. In addition, they have been instrumental in assisting other clients to complete their TRE's in a cost-effective manner.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
$27,511.00 from Fund 410-51-530.43316 "NPDES Permit Studies"
(Includes 10% contingency)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could elect to not approve the agreement with Robertson-Bryan, Inc. This alternative is not recommended as a TRE Action Plan is necessary to identify the cause of effluent toxicity and implement a reduction process. A TRE Action Plan is required in the terms and conditions of the City's NPDES Permit under the Clean Water Act. In addition, this firm is duly qualified to perform this work.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ROBERTSON – BRYAN, INC
for
Preparation of a Toxicity Reduction Evaluation for Ceriodaphnia dubia
CITY CONTRACT NO. 13-053

THIS AGREEMENT is made this 23rd day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Robertson – Bryan, Inc., a Consulting Firm, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for the preparation of a Toxicity Reduction Evaluation (TRE) for Ceriodaphnia dubia; 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 Twenty Seven Thousand Five Hundred and Eleven and 00/100^{ths} Dollars ($27,511.00). 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 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 July 23, 2013 and ending July 23, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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.

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

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. 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: **ROBERTSON – BRYAN, INC**
ATTN:
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: DAN MADDEN
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

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: _____
Dan Madden, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ROBERTSON – BRYAN, INC, consultant

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A.

ROBERTSON - BRYAN, INC.
Solutions for Progress

June 21, 2013

DELIVERED BY EMAIL

Mr. Dan Madden
City of Turlock
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
Subject: *Ceriodaphnia dubia* TRE Support Services

Dear Dan:

Per your request, please accept this proposal for Robertson-Bryan, Inc. (RBI) to assist the City of Turlock (City) with its Toxicity Reduction Evaluation (TRE) for *Ceriodaphnia dubia*. RBI has extensive experience with TRE's and has been instrumental in assisting other clients conclude their TRE's in a cost-effective manner.

A TRE is a site-specific study conducted in a stepwise process to identify the cause of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity. In the City's particular case, a TRE was formally initiated when two consecutive *Ceriodaphnia dubia* chronic bioassays (bioassay initiation dates of April 9, 2013 and April 23, 2013) yielded results exceeding the City's NPDES permit whole effluent toxicity (WET) trigger of 1 TUc.

RBI has reviewed recent bioassays, including the initial bioassay of April 9, 2013 that triggered accelerated monitoring, and the four subsequent bioassays initiated on April 23, May 7, May 21, and June 6 of 2013. With exception to the test initiated on June 6, 2013, all bioassays indicated toxicity to *Ceriodaphnia dubia*. The magnitude of observed toxicity has declined with every subsequent test, with toxicity absent in the most recent bioassay conducted on June 6, 2013. Such a trend indicates a possible plant upset that is in the process of self-correcting. However, because the cause or source of the toxicity and possible plant upset have not been identified, preparation of a TRE Action Plan, as specified in the City's NPDES permit, is warranted. It is not anticipated that the City need continue further accelerated monitoring until the TRE Action Plan is prepared.

The complexity and effort needed for successful completion of a TRE can vary widely; but, in this case, the cause appears to be related to a possible plant upset. Our scope and budget anticipates that the source or cause of toxicity can be identified through immediate and near-term actions and toxicity control can be confirmed through additional WET testing. If this is the case, then the TRE can be concluded rapidly and a final report prepared within the scope and budget presented in this proposal. However, if the immediate and near-term permit compliance and TRE activities detailed below not resolve the observed toxicity and

1942 Broadway Suite 405
Boulder CO 80302
Phone 303.938.3088
Fax 303.938.6850

9888 Kent Street
Elk Grove CA 95624
Phone 916.714.1801
Fax 916.714.1804

881 Cumorah Court
Placerville CA 95667
Phone 530.295.1265
Fax 530.295.8174

www.robertson-bryan.com

compliance issues, additional work will be needed. If the TRE cannot be concluded rapidly as anticipated in this proposal, RBI will prepare a separate scope-of-work and budget for any necessary follow-up TRE activities, such as toxicity identification evaluation (TIE), TRE Action Plan addendums, and laboratory/sampling coordination.

RBI's scope-of-work and budget for immediate and near-term TRE services is provided below. Note that this scope-of-work does not include any bioassay laboratory services. It is assumed that the City would contract separately with its selected bioassay laboratory.

I. SCOPE OF WORK

TASK 1: INITIAL SITE VISIT AND KICK-OFF MEETING

RBI will conduct a single site visit and initial kick-off meeting at the City's wastewater treatment plant in Turlock, California. Efficient and successful TRE's require close association and communication between critical parties, including consultant, operators, engineers, and laboratory staff. RBI's principal engineer and lead staff scientist will attend this site visit and meeting. The aim of the site visit and meeting will be to tour the WWTP facility, discuss WWTP operations with appropriate staff, and review/observe effluent sample collection and handling procedures first hand. We have found that this site visit often quickly identifies possible or plausible explanations of the observed toxicity which will allow a rapid conclusion to the TRE, as anticipated.

TASK 2: PREPARE TRE ACTION PLAN AND REVIEW EXISTING DATA

With initiation of a TRE, an Action Plan is to be prepared and submitted to the Regional Water Board. Per the City's NPDES permit, this TRE Action Plan is to be prepared and submitted to the Regional Water Board within 30 days of notification that the WET trigger of 1 TUc was exceeded during accelerated monitoring. It is our understanding that communications between the City and Regional Water Board staff has resulted in a postponement of TRE Action Plan preparation, and thus, this specific deadline has been effectively waived.

RBI will prepare a draft TRE Action Plan for the City's review and comment. The TRE Action Plan will include a) the specific actions the City will take to investigate and identify the causes of toxicity (including a review of existing data), b) a TRE WET monitoring schedule, and c) a schedule for implementation of these actions. In preparation of the TRE Action Plan, RBI will utilize all information and data obtained through the site visit and kick-off meeting to plan and document initial strategies for the TRE investigation. An administrative draft TRE Action Plan will be submitted to the City within two weeks of completion of the site visit detailed in Task 1 above and a final TRE Action Plan will be submitted to the Regional Water Board within one week of receiving comments from the City on the administrative draft Action Plan.

As part of this task and as anticipated in the TRE Action Plan, RBI will provide a complete review of existing bioassay and WWTP performance data (i.e., initial plant performance

evaluation). We also anticipate providing direction on initiating the biweekly confirmation *Ceriodaphnia dubia* chronic bioassay WET sampling and testing. RBI will keep City staff informed of our findings via e mail and will provide direction to the City as to the next steps in the TRE. Our review will focus on the sampling techniques and the quality control at the laboratory.

Deliverables:

- *Administrative Draft TRE Action Plan*
- *Final TRE Action Plan*
- *Update e-mails*

TASK 3: TOXICITY REDUCTION EVALUATION FINAL REPORT

Given the trend in diminishing toxicity, and the associated likelihood of observed toxicity having been a product of a temporary plant upset, it is very possible that the source or cause of toxicity will be identified through the process of executing Task 1 and Task 2. In such a case, and with positive confirmation of toxicity control through additional WET testing, RBI will prepare a TRE Final Report for submission to the Regional Water Board. The TRE Final Report would detail the findings of all TRE-related WET testing conducted that demonstrate toxicity control, as well as any and all information gathered or generated to identify the source or cause of toxicity experienced in April and May, 2013. The TRE Final Report would also serve as the City's official notice of TRE conclusion, and the City's intent to return to a routine quarterly WET monitoring schedule for *Ceriodaphnia dubia*.

An administrative draft final report will be submitted to the City for review and comment. RBI will incorporate a single round of review comments from the City, and produce a final report for submittal to the Regional Water Board.

Deliverables:

- *Administrative Draft TRE Final Report*
- *Final TRE Final Report*

Should the source or cause of toxicity not be identified in Task 1 and Task 2, or if toxicity control cannot be confirmed, preparation of TRE Final Report would not be appropriate. In such a case, budget allocated to this task could be reserved for future necessary TRE-related activities, to be detailed in a separate scope-of-work.

TASK 4: PROJECT MANAGEMENT

Project management time shall primarily be used to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members,

review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

III. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

IV. CONTRACT AND BILLING ARRANGEMENT

For the services detailed above, RBI recommends a time-and-materials contract, not to exceed **$25,010** without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the City monthly according to its 2013 rates (Attachment 2) for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944 or Brant Jorgenson at (916) 405-8911. We look forward to assisting the City with its TRE for *Ceriodaphnia dubia.*

Sincerely,

Art O'Brien, P.E.
Principal

Attachment 1: RBI Budget
Attachment 2: 2013 Fee Schedule

EXHIBIT B.

ROBERTSON - BRYAN, INC.
Solutions for Progress

ATTACHMENT 1

Budget

TRE Services for City of Turlock

Robertson-Bryan, Inc.	Managing Partner	Principal Engineer	Project Scientist II	Project Scientist I	Administrative Assistant	Subtotal
	Michael Bryan, PhD	Art O'Brien, P.E.	Brant Jorgenson, PhD			
PROFESSIONAL SERVICES						
Task 1: Initial Site Visit and Kick-Off Meeting	2	8	8			$ 3,654
Task 2: Prepare TRE Action Plan and Review Existing Data	2	6	40	4	1	$ 9,242
Task 3: TRE Final Report	2	6	40	4	2	$ 9,322
Task 4: Project Management		8	4			$ 2,512
Total Hours:	6	28	92	8	3	
Rate:	$ 235.00	$ 230.00	$ 168.00	$ 148.00	$ 80.00	
Labor Subtotal:	**$ 1,410.00**	**$ 6,440.00**	**$ 15,456.00**	**$ 1,184.00**	**$ 240.00**	**$ 24,730**
DIRECT EXPENSES						
Mileage and Other Direct Expenses	$	$ 200.00				
Direct Expenses Subtotal:		**$ 200.00**				
TOTAL BUDGET		**$ 24,930**				

ATTACHMENT 2

2013 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
♦ Managing Partner	$235.00
♦ Principal Engineer/Scientist	$230.00
♦ Resource Director	$200.00
♦ Senior Engineer/Scientist II	$190.00
♦ Senior Engineer/Scientist I	$183.00
♦ Project Engineer/Scientist III	$173.00
♦ Project Engineer/Scientist II	$168.00
♦ Project Engineer/Scientist I	$148.00
♦ Staff Engineer/Scientist II	$138.00
♦ Staff Engineer/Scientist I	$130.00
♦ Technical Analyst	$130.00
♦ Graphics/GIS	$115.00
♦ Administrative Assistant	$80.00
♦ Intern	$55.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

5M

Council Synopsis

July 23, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to enter into an agreement with a lobbying firm, Townsend Public Affairs, for issues, concerns, and opportunities regarding sewer, storm, and recycled water treatment, or other legislative, regulatory, or financial prospects, that could be of benefit to the City of Turlock, for a total annual expense not to exceed $60,000 from Enterprise Funds 410-51-530.43011 and 420-52-550.43011

2. DISCUSSION OF ISSUE:

In February 2013, staff met with various lobbyists in Washington DC, while staff was already in the Capitol for water related issues that would likely affect the City of Turlock. While there, staff investigated and met with a number of lobbying organizations known to work with water related legislation and funding opportunities.

The use of lobbying firms can significantly enhance funding opportunities while providing staff and Council with enhanced information flow at the Federal level, as it pertains to legislation that could positively or negatively affect the City and the community.

The numerous initial firms contacted were narrowed to five (5) possible companies that could best suit the City's needs for water related specific functions, as identified in March, 2013, by City staff. From that meeting, those five (5) firms were further cut to three (3) potential firms, of which invitations were extended for phone interviews. In April, phone interviews were conducted, again utilizing City staff; Townsend was identified as being the greatest potential asset for the City.

Townsend presented a portfolio that included an expertise in water related issues, but also had proficiency in the police, fire, and Municipal Infrastructure arenas. Further, staff evaluated the firm on their successes at the Federal level, and noted a great deal of successes and close relationships specific to State as

well as Stanislaus County matters; with an expertise in legislation and funding opportunities out of Sacramento. In essence, Townsend could provide valuable information on both the Federal and State levels (a two for one).

During conversations with Townsend, throughout the interview process and since, it has been confirmed that the firm can provide an annual contract, paid monthly at a cost of $5,000 per month, not to exceed $60,000. They can also track work on the Non-General Fund side (water and periodic building issues) as well as General Fund time spent on Public Safety or other General Fund opportunities. Should issues related to the General Fund be directed for pursuance by staff, relative time/expense could be charged off to the respective General Fund accounts, specific to the area of concern.

With this report, staff is recommending Council authorize entering into an agreement with Townsend Public Affairs, with the agreement being funded through the Non-General Fund accounts: 1) 410-51-530.43011 and 2) 420-52-550.43011 "Federal Lobbyist" accounts.

3. BASIS FOR RECOMMENDATION:

Staff is recommending authorization of the contractual agreement based on the expected benefit to the City and community.

Strategic Plan Initiative: E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT

Goal(s): k. Establish legislative presence

Strategic Plan Initiative: B. POLICY INITIATIVE – 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:

The adopted Fiscal Year 2013-14 Non-General Fund budget contains two budgeted accounts specific to "Federal Lobbyist" contracting: 1) 410-51-530.43011 ($35,000) and 2) 420-52-550.43011 ($35,000). Contracting with Townsend would be consistent with the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could decline authorization to enter into a contract with a Federal Lobbyist firm.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TOWNSEND PUBLIC AFFAIRS
for
Lobbying Services
CITY CONTRACT NO. 13-052

THIS AGREEMENT is made this 23rd day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Townsend Public Affairs, a Government Relations Firm, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for lobbyist 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.

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Sixty Thousand and 00/100^{ths} Dollars ($60,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning August 1, 2013 and ending July 31, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. 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: **TOWNSEND PUBLIC AFFAIRS**
ATTN: CHRISTOPHER TOWNSEND, PRESIDENT
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL COOKE
MUNICPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to 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 the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Dan Madden, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TOWNSEND PUBLIC AFFAIRS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A.

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

Proposal for State and Federal Advocacy Services

Submitted to:

The City of Turlock

CITY OF TURLOCK INC. 1908

April 29, 2013

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

June 21, 2013

Mr. Roy Wasden
City Manager
City of Turlock
156 S. Broadway, Ste 230
Turlock, CA 95389

Dear Mr. Wasden,

Thank you for the opportunity to provide you with additional information about the scope of services Townsend Public Affairs ("TPA") can offer the City of Turlock ("City"). I have attached for your reviewour company profile that details our relevant capabilities and achievements, along with an outline of our proposed Scope of Services.

TPA prides itself on providing the experience, resources, and political network expected from a premiere advocacy firm while also giving each client the unique brand of customer service they deserve: personal attention, accessibility and passion for their mission. TPA is comprised of a dedicated team of professionals strategically located in offices in Washington D.C. (on Capitol Hill), Sacramento (next to the State Capitol), Northern California (Oakland) and Southern California (Irvine). TPA utilizes a proven strategy and protocol for managing client advocacy that would be tailored to reflect the unique strengths and challenges of the City. The long-term goal of our comprehensive approach to integrated governmental advocacy is to establish meaningful, knowledgeable, and lasting relationships on behalf of the City that will enable the successful pursuit of your legislative and funding agendas.

With particular respect to the specials needs of the City, TPA's record of service has generated significant project funding and legislative successes for our municipal clients. Our ability to secure over $794 million for our clients is a result of our expertise in numerous policy areas, including, but not limited to: transportation; water; housing and economic development; public safety; job training; education; and community facilities.

Again, thank you for your interest and consideration of our firm. We would be proud and honored to represent the City in Washington, DC and/or Sacramento. Please contact me if you have any questions or need additional information.

Yours truly,

Christopher Townsend
President

CC: Dan Madden

Scope of Services for the City of Turlock

TPAis committed to providing a tailored legislative and funding advocacy strategy that is specifically designed to meet the City's priority needs and achieve results. The TPA approach to this process includes three critical components: 1) Client Orientation, 2) Strategic Action Plan Development, and 3) Strategic Action Plan Implementation.

1) Client Orientation– Dana DeBeaumont (TPA Federal Office) and Richard Harmon (TPA State Capitol Office) will meet in-person with the leadership of the City to conduct a thorough and extensive "on-boarding" session to gather detailed information about the City and itspriorities in order to achieve:

- Working knowledge for TPAabout the City's legislative, regulatory, programmatic and capital priorities.
- Greater understanding for the City about TPA's capabilities to ensure the City can maximize the value it can leverage from TPA.
- Initial identification by both the City and TPA of the components to be incorporated into a strategic action plan for implementation.
- Development of a protocol between the City and TPA for regular communication (both formal and informal) that isclear and consistent in order to coordinate and execute a robust federal and state advocacy agenda.

2) Strategic Action Plan Development – Dana DeBeaumont and Richard Harmon will create a strategic action plan for the City,which will include, but not be limited to, the following components:

- Development of a legislative platform that reflect the City's concerns and priorities to provide direction for proactive and reactive legislative strategies. The legislative platform will be updated regularly to take into consideration the changing priorities of the City, as well as the changing policy priorities and opportunities in Sacramento and Washington, DC.
- Creation of a legislative matrix to track bills that affect the City's legislative platform and align them with strategies to achieve established policy goals.
- Creation of a funding matrix which identifies potential programs and funding sources for the City's priority projects along with key dates and actions items.

3) Strategic Action PlanImplementation– Dana DeBeaumont and Richard Harmon will direct and utilize TPA resources to implement the City's strategic action plan, which will include, but not be limited to, the following tactics:

- Review legislation and regulations to determine potential beneficial or adverse impacts to the City and recommend appropriate responses.
- Monitor, analyze, and report on selected legislative and agency hearings that have impact on the City's priorities.
- Manage City-sponsored legislation, including: drafting language, securing authors and co-authors, and shepherding the bill through the legislative process to a successful conclusion.

Scope of Services for the City of Turlock, Continued

- Facilitate participation of City representatives in the legislative process, including: arranging and preparing legislative testimony, participating in informational hearings as expert witnesses, coordinating meetings and written communications with legislators and agency officials.

- Coordinate, build, and leverage coalitions with other cities and interest groups with similar legislative needs in order to advance mutual priorities.

- Assist the City with grant funding applications to State and Federal agencies. This may include preparation of applications, direct agency analysis, and ongoing communications with key decision makers. Additionally, TPA will continue to engage with officials in the funding advocacy process after grant applications have been submitted.

- Coordinate a minimum of one advocacy trip each year to both Sacramento and Washington D.C. TPA will facilitate and coordinate every detail of your advocacy trips, including:

    - Documentation – TPA will prepare targeted advocacy materials and craft key messages for each meeting. Examples of these materials include project background information, media clippings, funding request summaries, legislative positions, and additional materials that make a clear connection between the project and its 'fit' with the City's requests.

    - Client Briefing – TPA will work closely with clients on background materials and suggested talking points targeted to each meeting. TPA will also provide biographies and relevant histories on the decision makers or Committee/Department with whom the City will be meeting. This history could include legislative priorities, past funding programs, area approved projects, committee/department program priorities, with a special focus on the California connection of each decision-maker.

    - Decision-Maker Briefing – TPA will send background information to the State and Federal principal in advance, along with selected biographical information of each of the City's representatives scheduled to participate in the meeting, with special attention to relationships and connections between each participant and the State and Federal decision-maker.

    - Meeting Staffing and Follow-Up – TPA will attend all State and Federal meetings with the City, take notes, prompt questions, and provide additional information as necessary. After the meeting, TPA will continue the communication with the decision maker and their staff, providing regular updates on legislative positions, project developments, successes and milestones reached, information that reinforces the need for the project, media clippings, and ultimately keeping the decision maker informed and engaged in the City's priorities. TPA will also coordinate timely thank you notes and other personal touches to strengthen relationships.

Cost of Services

Description of Services	Standard Fees for Public Agencies	Discounted Fee for City of Turlock
Federal Government Advocacy Services	$5,000/mo	$4,000/mo
State Government Advocacy Services	$5,000/mo	$4,000/mo
Bundled Discount for Federal and State Advocacy Services	$7,500/mo	$5,000/mo

While the proposed engagement would be for one year, the TPA track record and expectation is to enjoy a productive long-term relationship. The reason is two-fold: the on-going and long-term nature of capital projects and public sector funding processes, as well as our successful protocol of integrating our organization with our clients to find, develop, and capitalize on new opportunities over time.

Given the impending deadlines for a number of important funding opportunities, TPA proposes an immediate engagementwith the City for both Federal and State Advocacy Services at a significantly discounted rate of $5,000 per month.

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

COMPANY PROFILE

Townsend Public Affairs, Inc. ("TPA") was founded in 1998 by Christopher Townsend as a comprehensive government relations firm. TPA provides federal, state, and local advocacy services to public agencies, non-profit organizations, and companies that aim to improve their communities through policy and legacy projects.

SERVICES

TPA offers a wide variety of state and federal government relations services including:

Legislative Services

- Client-Sponsored Legislation
- Legislation Analysis
- Legislation Testimony
- Customized Bill Tracking

Advocacy Services

- Briefing Materials
- Stakeholder Identification
- Relationship Development
- Advocacy Trip Coordination

Funding Services

- Funding Opportunity Identification
- Creation of New Funding Sources
- Grant Writing and Review
- Project Analysis & Promotion

EXPERIENCE

TPA has a team of registered state and federal lobbyists in offices strategically located throughout California and in Washington DC. These dedicated advocates have decades of experience working with federal, state, and local officials.

TPA works with a broad range of clients from all corners of California. Currently, over 50 public agencies, non-profit organizations, and other entities utilize our services to assist with their public policy and priority funding needs.

ACHIEVEMENTS

TPA works effectively with its clients to advance their public policy agendas. TPA has secured passage of legislative measures in numerous subject areas, including: housing, air quality, economic development, education, recreation, arts and culture, local government, public safety, renewable energy, transportation and water.

In addition to our strong record of legislative achievements, TPA works closely with its clients to help them achieve funding for key projects and public policy priorities. To date, TPA has secured over $794 million in state and federal funding for various projects including: water and transportation infrastructure, community and cultural facilities, housing and economic development, education, and public safety.

State Capitol	Federal Office	Southern California	Northern California
925 L Street	600 Pennsylvania Ave SE	2699 White Road	300 Frank Ogawa Plaza
Suite 1404	Suite 207	Suite 251	Suite 204
Sacramento, CA 95814	Washington, DC 20003	Irvine, CA 92614	Oakland, CA 94612
916.447.4086	202.546.8696	949.399.9050	510.835.9050

www.TownsendPA.com

Client Roster

(Current clients are denoted with an asterisk)

Government Agencies:		
Ambrose Recreation and Park District	City of Hayward*	City of Tulare*
Capitol Area Development Authority	City of Imperial*	City of Villa Park
City of Aliso Viejo*	City of Indian Wells	City of Westminster*
City of Anaheim	City of Irvine	County of Mariposa*
City of Bakersfield	City of La Palma	County of Orange
City of Berkeley*	City of Laguna Niguel	Fallbrook Public Utilities District*
City of Brea*	City of Laguna Woods	Mesa Water District*
City of Buena Park*	City of Lomita	Metropolitan Water District
City of Calexico	City of Merced	Municipal Water District of Orange County*
City of California City	City of Mission Viejo*	Newhall County Water District*
City of Carson*	City of Oakland*	Orange County Clerk-Recorder
City of Chowchilla	City of Orange	Orange County Sanitation District*
City of Citrus Heights	City of Palm Springs*	Orange County Transportation Authority
City of Clovis	City of Placentia	Orange County Water District*
City of Costa Mesa*	City of Rocklin	Port of Los Angeles
City of Dinuba*	City of San Juan Capistrano	Rancho California Water District
City of Emeryville*	City of Santa Ana*	South Coast Water District
City of Fountain Valley*	City of San Jacinto*	South Orange County Wastewater District*
City of Fresno	City of San Pablo*	Transbay Joint Powers Authority*
City of Fullerton*	City of Seal Beach*	Transportation Corridors Authority
City of Garden Grove	City of Tehachapi	Tulare Regional Medical Center
City of Glendale	City of Torrance	Yorba Linda Water District*
Non-Profit Organizations:		
BolsaChicaConservancy	Dana Adobe Nipomo Amigos	Orange County Great Park Conservancy
BolsaChica Land Trust	Discovery Science Center*	Orange County Great Park Corporation
Bowers Museum of Cultural Art	East Bay Zoological Society (Oakland Zoo)*	Powerhouse Science and Space Center
Boys and Girls Club of Huntington Valley	Friends of Oakland Parks & Recreation	Pretend City Children's Museum of Orange County
Boys & Girls Clubs of the Los Angeles Harbor	Fruitvale Development Corporation (Unity Council)	Recording for the Blind & Dyslexic
Boys & Girls Club of the South Bay	Grand Vision Foundation	Sacramento River Cats Foundation
Build West Oakland	Habitot Children's Museum	San Diego Children's Museum/Museo de los Niños
California Association for Microenterprise Opportunity*	Huntington Library, Art, and Botanical Gardens	San Francisco Planning + Urban Research
California Central Valley Horticulture Foundation	I.C. Jobs	Santa Barbara Botanic Garden
California Commission for Jobs & Economic Growth	Institute for Advancing Unity	Santa Barbara Museum of Natural History
California Indian Museum and Cultural Center	Kidspace Children's Museum	Santa Barbara Zoo
California Space Authority	Land Conservancy of San Luis Obispo County*	16th Street/West Oakland Train Station
Centennial Heritage Museum	Latino Health Access	St. Vincent De Paul of San Diego
Center for Multicultural Cooperation	Los Angeles County Fair Association	Tehachapi Performing Arts Center
Center for Water Education	Los Angeles County Museum of Art	Temescal/Telegraph Community Association
Chabot Space & Science Center	Mexican Museum/El MuseoMexicano	Tiger Woods Foundation
Children's Discovery Museum of San Jose	Mission San Juan Capistrano Foundation	Umoja Community
Community Financial Resource Center	Museum of Latin American Art	Veterans of Foreign Wars – Department of CA
Children's Museum of Los Angeles	Nehemiah Corporation of America	West Company
Conservation Corps Institute	Oakland Museum of California*	Women's Economic Ventures
Craft & Folk Art Museum	Orange County Conservation Corps*	
Public Education:		
Alameda Community Learning Center	Lighthouse Community Charter School	Port of Los Angeles Charter High School*
Bay Area Coalition for Equitable Schools	North Orange County Community College District*	Rancho Santiago Community College District*
Chabot - Las Positas Community College District	Orange County Educational Arts Academy	San Diego Children's Museum Charter School
Coast Community College District*	Orange County High School of the Arts	Santa Ana Unified School District
Emery Unified School District*	Oakland Military Institute	South Orange County Community College District*
Envision Schools	Oakland School for the Arts	Tustin Unified School District
Hawthorne School District	OC Community Colleges Legislative Task Force*	Vista Unified School District
Private Sector:		
Airship Ventures	Get Ahead Learning	Meta Housing
Assured Guaranty*	Global Tel Link*	Newport Medical Instruments, Inc
ATS, Inc.	GovDelivery, Inc.	One Santa Fe, LLC
Barry Swenson Builders	Granville Homes	Rockpointe Corporation
Beachbody LLC*	Great Circle Family Foods/Krispy Kreme	Sage Credit Corporation
Bridgepoint Education	Great Park Design Studio	San Miguelito Partners
California Capital Group	Griffin Structures*	Sanderson J. Ray Development
Caribou Industries	Gruma Corporation	Smarsh
Charter School Partners	Headlands Reserve	Southern California Edison
Chelsea Investment Corporation	Hewlitt Packard*	Standard Pacific Homes
Cotti Foods Corporation	Highland Fairview	Strategic Urban Development Alliance
Dana Capital Group	HMS Host*	TALX Corporation
Delaware North Companies	Hudson News	Thomas Safran& Associates
Emerald Fund, Inc.*	Jodika Enterprises, Inc.	Triangle Owners Group
Forest City Enterprises	KB Home	Verizon*
Fulcrum Properties	Kinder Morgan	Worldwide Environmental Products
Future Estates, Inc.	MacGillivray Freeman Films	YUM! Brands, Inc

Summary ofWater Expertise

Federal Legislative Advocacy – TPA monitors and analyzes numerous bills pertaining to safe drinking water, local water supplies, and water infrastructure that could affect its clients, and has shepherded client-sponsored legislation into law. One example:

- TPA assisted the Municipal Water District of Orange County in efforts to create a program to provide low interest loans for water infrastructure. The Water Infrastructure Finance and Innovation Act (WIFIA) will provide loans for clean and safe water and levee infrastructure. TPA worked directly with the Environment and Public Works Committee staff on the pending Water Resources and Development Act legislation to, and the bill (S. 601) was unanimously approved by the committee.

Federal Funding Opportunities – TPA helps its clients secure federal funding for priority water projects from sources ranging from appropriations to grant program, and has generated over $2 million from federal agencies including, but not limited to, Department of Interior, and Department of Agriculture, and EPA for local water supply reliability projects. One example:

- TPA advocated and secured an $875,000 appropriation in 2009 for the South Orange County Desalination facility through Senator Boxer and Senator Feinstein. The appropriation was the largest award within the Energy and Water spending bill that year.

State Legislative Advocacy – TPA monitors and analyzes numerous bills pertaining to safe drinking water, local water supplies, and water infrastructure that could affect its clients, and has shepherded client-sponsored legislation into law. Two examples:

- TPA worked closely with the City of Santa Ana, Dept of Public Health and its legislative representatives totransfer residentsserved by the Diamond Park mutual water company onto the City's water system. TPA secured a line-item within the signed state 2011-12 budget, SB 87, to provide $7.5 million in Prop 84 bond funds for public water agencies to take over economically distressed and contaminated water systems.

- In 2009, TPA worked to amend Chapter 11 of SBx7-2 to include $1 billion in local and regional water supply reliability projects including water recycling projects. SBx7-2, now known as the 2014 water bond at risk of being cut and TPA is at the forefront of discussions with legislative leadership and the Administration to ensure the funding in Chapter 11 remains whole.

State Funding Opportunities – TPA helps its clients secure state funding for priority water projects from sources ranging from appropriations to grant programs, and has generated over $40 million from state agencies including, but not limited to, Department of Water Resources, State Water Resources Control Board, and Department of Public Health.Two examples:

- TPA assisted in obtaining the maximum award for a disadvantaged community of $3 million from the State Clean Water Revolving Fund. The funding was used to upgrade the City of Tehachapi's aging wastewater treatment facility in 2011. The City was awarded the maximum about allowable under the disadvantaged communities category for this funding source.

- In 2012 working with the California City, TPA led the creation of the Fremont Basin sub-region under the Dept of Water Resources. This recognition allows the region to apply for capital funding. Additionally, under the first two rounds of the IRWM, TPAwas actively worked to secure $2,000,000 from Round 1 of Proposition 84 IRWM grants, and an additional $2,750,000 in projects recommended to be funded under Round 2.

Summary of Transportation Expertise

Federal Legislative Advocacy – TPA monitors and analyzes numerous bills pertaining to surface transportation and public works infrastructure that could affect its clients, and has shepherded client–sponsored legislation into law. One example:

- On behalf of the City of Brea, TPA engaged the Senate Environment & Public Works Committee (including Chair Barbara Boxer and Ranking Member Jim Inhofe) to amend the Transportation Authorization Bill MAP-21 to include language supporting the Orange County Transportation Authority M-2 Environmental Mitigation Program to provide for comprehensive environmental mitigation, including a preference to mitigating environmental impacts through the use of federal funds directly deposited and shared via approved regional mitigation banks.

Federal Funding Opportunities – TPA helps its clients secure federal funding for priority transportation projects from sources ranging from appropriations to grant programs, and has generated $93 million from federal agencies and programs including, but not limited to, Department of Transportation, Federal Highway Administration, SAFETEA-LU, MAP-21, TIGER, Safe Routes to Schools, and Clean Fuels Capital Investment. One example:

- The City of Oakland application was not selected for funding during the first round of DOT's highly competitive TIGER grant program; however, with the assistance of TPA strategy and advocacy, Oakland was able to secure a $15 million grant during the second round. By directly engaging with the DOT Secretary and his senior team. TPA managed a successful collaborative effort between Oakland, Congress and DOT to determine how their unsuccessful first round application could be revised and improved to better align Oakland's proposal with DOT priorities to ensure success.

State Legislative Advocacy – TPA monitors and analyzes numerous bills pertaining to such transportation issues as Caltrans & CTC governance, statutory program structures, environmental processes, and project delivery requirements that could affect its clients, and has shepherded client–sponsored legislation into law. One example:

- TPA was successful in amending AB 957 (Committee on Transportation) in the closing days of the 2011 Legislative Session to allow Caltrans to relinquish to the City of Buena Park a five-mile stretch of State Hwy 39 that serves as the major thoroughfare through its jurisdiction. Despite previous unsuccessful attempts by Buena Park to obtain the relinquishment, TPA worked successfully with state and local Caltrans officials to facilitate their approval of the relinquishment, and then secured its via legislation that was unanimously approved by the Legislature and signed into law by the Governor.

State Funding Opportunities– TPA helps its clients secure state funding for priority transportation projects from sources ranging from appropriations to grant programs, and has generated over $77 million from state agencies and programs including, but not limited to, Caltrans Transportation Planning Grants, Proposition 1B, Safe Routes to Schools, Environmental Enhancement and Mitigation Program, and Highway Safety Improvement Program.One example:

- TPA worked closely with the City of Tulare in 2011 to draft and submit a competitive application for Proposition 1B grade separation funding, which resulted in securing $7,156,000 in funding for their Bardsley Avenue Grade Separation project and $11,293,000 in funding for their Cartmill Avenue Grade Separation project.

Summary of Public Safety Expertise

Federal Legislative Advocacy – TPA monitors and analyzes numerous bills pertaining to public safety that could affect its clients, and has shepherded client–sponsored legislation into law.One example:

- TPA is working with Senator Barbara Boxer and the Department of Justice on the School Safety Enhancement Act, which is awaiting full Senate consideration. The legislation would create a new grant program to enable schools to apply for federal funding to create school safety plans and to purchase technology to improve student safety. TPA is working to ensure the program is put under the jurisdiction of Department of Justice's Community Oriented Policing Office due to TPA's close working relationship with the office and its ability to promptly and effectively execute the program.

Federal Funding Opportunities – TPA helps its clients secure federal funding for priority public safety projects from sources ranging from appropriations to grant programs, and has generated $31 million from federal agencies and programs including, but not limited to COPS, AFG, FEMA, and SAFER.One example:

- After the City of Hayward failed to receive funding in 2011 from the highly competitive Department of Justice's Community Oriented Policing Services (COPS) grant program, TPA devised and led an advocacy effort to secure the third largest COPS award in the nation for 2012.. Hayward received over $3.6 million, including a rare waiver for most of the required cost share. Efforts included meetings to determine the shortcomings on the initial application, as well as facilitating a meeting between the Hayward Chief of Police and the COPS Director during a visit to the California Chief of Police Association meeting in Sacramento.

State Legislative Advocacy – TPA monitors and analyzes numerous public safety bills pertaining to such matters as realignment, local responsibilities, and nuisance abatement that could affect its clients, and has shepherded client–sponsored legislation into law.One example:

- TPA partnered with the City of Oakland to reduce the number of "sideshows" occurring in the City. Sideshows are a spontaneous gathering of people and vehicles which disturb the public and endanger the participants, and often innocent bystanders, often attracting other crimes, such as: public intoxication, drug use, fights, littering, vandalism, and defacement of property. In 2006 TPA worked with the President Pro Tem of the Senate to introduce legislation (SB 67) which authorized the seizure of vehicles used in sideshows. SB 67 enjoyed strong bi-partisan support in the Legislature and was ultimately signed into law by Governor Schwarzenegger.

State Funding Opportunities – TPA helps its clients secure state funding for priority public safety projects from sources ranging from appropriations to grant programs, and has generated over $3 million from state agencies and programs including, but not limited to, the Gang Reduction, Intervention, and Prevention program (CalGRIP). One example:

- In 2007, TPA collaborated with several cities (including the "Big Ten" cities coalition) and the Schwarzenegger Administration, to address gang-related crime. Working together, this coalition supported the development and funding of the California Gang Reduction, Intervention, and Prevention (CalGRIP) initiative. TPA clients received $2 million in funding through this grant program.

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Council Synopsis

July 23, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Betty Gonzalez and Captain Jeff Lopes
Presented by: Captain Jeff Lopes

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a service agreement with Casey Moving Services for Turlock Police Department, in an amount not to exceed $46,770, for a period of twelve (12) months

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 13-050 with Casey Moving Services of Ceres, meeting all specifications and responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the responsible bidder.

On June 13, 2013, a mandatory pre-bid meeting was held to allow the prospective bidder to familiarize oneself with the conditions that may affect the performance and cost of the contract. Three (3) bidders confirmed to attend the pre-bid meeting; Casey Moving Services, Mayflower Transfer & Warehouse and Mid Cal Moving and Storage. Casey Moving Services and Mayflower Transfer & Warehouse were the only two who attended. These two bidders were the only bidders allowed to submit their proposal, due to the job site performance, the labor and equipment associated with the various moves.

The Purchasing Office solicited formal bids for moving services on Request for Bid (RFB) 13-13-260 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email.

Eight (8) vendors were solicited and no local vendor within the City limits submitted a bid. One (1) vendor submitted bids. Purchasing and Police Department evaluated the bids. Award bid recap is shown below:

1.	Casey Moving Services of Ceres	$46,770 (Equipment Rental at $5,000 and $41,770 labor cost)
2.	Mayflower Dba May Transfer & Warehouse of Ceres	They were unable to meet the deadline date.
3	Mid Cal Moving and Storage of Stockton	Did not attend the pre-bid meeting.

Notifications send to the following:

1) Pacific Storage Company of Modesto
2) Pool's Moving & Storage of Turlock
3) Buena Vista Moving Services of Ceres
4) Grace Moving Company of Modesto
5) Ben Allen Moving & Storage of Turlock

Casey Moving Services offers professional and dependable relocation services. They have the capacity, equipment and the manpower to accommodate the City's moving needs. Casey Moving Services provides professional trained staff and their record of performance of previous contracts with the City has been outstanding.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) (iv) Award of Contract shall be awarded by the City Council to the only responsible bidder.

City staff recommendation is to award contract to Casey Moving Services of Ceres, meeting all specifications and requirements, in an amount not to exceed $46,770.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): 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:

Currently budgeted at line number:
305-40-441.51270 Police Construction Project

Fiscal impact to above line number: $46,770

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the service agreement with Casey Moving Services. This alternative is not recommended; the City does not have the expertise, equipment or staff to provide this specialized services.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CASEY MOVING SERVICES
for
MOVING SERVICES FOR TURLOCK POLICE DEPARTMENT
CONTRACT NO. 13-050

THIS AGREEMENT is made this 23RD day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CASEY MOVING SYSTEMS**, a California Corporation, hereinafter referred to as "**CONTRACTOR.**"

W I T N E S S E T H:

WHEREAS, CITY has a need for moving services for the Turlock Police Department; and

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit "I" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Forty Six Thousand Seven Hundred Seventy and No/100ths Dollars ($46,770.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning August 1, 2013 and ending July 31, 2014, subject to CITY's availability of funds.

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

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

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

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

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

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

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONTRACTOR 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: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONTRACTOR. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONTRACTOR, dishonesty or theft.

(c) Termination by CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONTRACTOR, willful destruction of CONTRACTOR's property by CITY, dishonesty or theft.

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

shall be the effective date of the notice.

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONTRACTOR: CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR warrants that, in performance of this Agreement, CONTRACTOR shall not employ any person having any such interest. CONTRACTOR agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONTRACTOR may incur in performing such additional services, and CONTRACTOR shall not be required to perform any such additional services.

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

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

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

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

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

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

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

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

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

for CONTRACTOR:
CASEY MOVING SYSTEM
ATTENTION: JAY W. CASEY, GENERAL MANAGER
P.O. BOX 6
CERES, CA 95307
PHONE: (209) 531-9010
FAX: (209) 531-9768
EMAIL: jaycasey@caseymoving.com

for CITY:
CITY OF TURLOCK
ATTN: CAPTAIN JEFF LOPES
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-7373
FAX: (209) 667-5226
EMAIL: jlopes@turlock.ca.us

34. PERFORMANCE BY KEY EMPLOYEE: CONTRACTOR has represented to CITY that Jay W. Casey, General Manager will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONTRACTOR. CONTRACTOR therefore agrees that ninety percent (90%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CASEY MOVING SYSTEMS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT 'I'
SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL INFORMATION

Contractor shall furnish all personnel, equipment, tools and materials necessary to provide professional moving services for the Turlock Police Department facilities. The scope of work will encompass, but not limited to, the pickup and delivery of surplus City personnel property to and from the City designated location of the City and various City Departments. Other moving services may be required by the City as required.

Contractor shall provide as needed moving services for all Police Department needs. Services shall include, but not limited to, pickup, moving, delivery, disassemble and reassemble of office equipment, furniture, cubicles, and other items as directed by the Police Representative. Contractor shall provide moving blankets, boxes, bubble wrap, library carts and other moving supplies. Contractor shall not be responsible for installation or reassemble of electrical and IT lines, LAN drops, computers, printers, routers, hubs, copiers, and electrical equipment.

Contractor shall provide all labor, supervision, materials, equipment and all related incidentals required to perform required services. Contractor shall move, cover and protect any structures or equipment that may be damaged during moving services. Contractor shall remove from Police all materials, tools, equipment, debris and coverings upon completion of services. Contractor shall maintain site safety and security for staff and public at all times. Safe pedestrian access through the work site shall be continuously maintained. Halls, stairwells, elevators, pedestrian walkway, entrances, exits, parking lots, and sidewalks shall be continually kept free of materials, equipment and debris unless directed by City Representative.

While working on City property, Contractor's employees shall wear uniforms with appropriate company name and logo as approved by the City Representative. Contractor's vehicles shall be clearly marked with appropriate company name and logo.

Moving services is based on "as required" basis by the City, at an hourly rate charge. The vendor shall provide charges and rates to furnish all personnel, equipment, and material to perform moving services for the City in accordance with this scope of work, term conditions, and specifications of this bid.

2. SAFETY

Contractor shall abide by all CAL/OSHA, OSHA, and City safety codes, policies, and procedures. If not in compliance with OSHA standards, Contractor will be responsible for fines incurred. Before the start of work, Contractor shall post signs and provide barricades to safely protect the public. At the completion of the work, Contractor shall remove all signs and barricades. Contractor shall follow current CAL/Trans traffic control guidelines when performing work. Contractor shall submit required submittals to the City Representative 10 days after award of this agreement. A list of submittals may be found in the Submittals Section of this scope of services.

Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods, and for any damage, which may result from their failure or improper maintenance or operation.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and

programs in connection with the performance of the services provided.

Contractor shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

3. EXECUTION

a) Inventory and Proposal

Upon call of scheduled services, Contractor shall conduct pre- and post- walk through to inventory all items to be moved, provide a cost estimate to perform services, and coordinate with City Representative of scheduled date of services. Contractor shall provide signed inventory lists to the City Representative upon pre- and post-walk through inspections.

b) Packing and Unpacking

Contractor shall be responsible for packing and unpacking all electric and general office equipment and furniture with the exception of desk contents. City employees will be responsible for packing and unpacking desk contents. Contractor shall ensure boxes are properly packed, and items in the boxes are thoroughly protected.

c) Disassemble and Reassemble Office Furniture

Contractor shall disassemble and reassemble any file cabinets, bookcases, desks, tables, and cubicles (i.e., counter tops, drawers, countertops, partitions, shelves, and overhead bins).

d) Delivery

Contractor is responsible for moving all boxes, office furniture and electrical equipment to the proper locations at the destination. Contractor shall provide adequate moving equipment and trucks to transport office equipment and furniture to location designated by City Representative. Contractor shall reassemble furniture and equipment in the area as arranged by City Representative.

e) Additional Services/Materials

The City Representative may request additional services or materials that are not specifically defined in the above Execution section. Contractor shall not provide any additional services or materials until the City Representative provides a written "Task Authorization" specifically indicating the negotiated cost of any services or materials. The City does not guarantee a minimum amount of additional services or materials.

f) Estimated Quantities of Materials

The quantities shown in the schedule are an estimated calculated upon prior purchase records. The quantities shown may be considered minimum; however, the City, based on need, may increase or decrease said quantities.

4. SCHEDULED WORK AND RESPONSE TIMES

Contractor shall provide as needed moving services that meet the following response times:

a) Scheduled Work. When notified by the City Representative, Contractor shall provide services onsite for all scheduled appointment or within 24 hours of the service call including weekends and holidays. Contractor shall have an answering service or office personnel available during normal business hours to receive service request notifications.

b) Emergency Calls. When notified by the City Representative, Contractor shall respond to emergency calls within one hour. Contractor shall provide services onsite within two hours, 24 hours, seven (7) days a week, including holidays. When requested by the City Representative, Contractor shall have an answering service, cell phone, or pager available at all times to receive emergency requests.

c) Rework. The City Representative shall inspect the quality of work and if required, Contractor shall correct the work deficiencies at no additional costs to the District. Contractor shall replace items damaged while performing these services at no cost to the City. .

5. SUBMITTALS

Prior to award of this agreement, Contractor must a City of Turlock Business License and a copy of the Taxpayer's Information (W-9) forms.

Contractor shall submit for City Representative's acceptance a list of all materials proposed to be used under this Agreement no more than 30 days after the issuance of the City Notice to precede letter.

6. EQUIPMENT LIST

Contractor shall submit, for City Representative's approval, a list of all motorized equipment proposed for use under this Agreement. No motorized equipment shall be used by Contractor under this Agreement until the equipment is approved, in writing, by the City Representative.

Contractor shall submit to the City Representative a list of employees provided with City badges within a minimum of 72 hours of receipt.

7. COMPENSATION & INVOICING

Contractor shall supply a written invoice to the City for contracted services in performing the work items indicated in the Fee Schedule. Contractor shall provide a written estimate prior to the start of work unless directed by the City Representative. No services shall be performed without a Task Authorization unless directed by the City Representative. Contractor shall invoice only for additional services requested by the City Representative and for work actually performed. The City does not guarantee a minimum amount of services.

8. MATERIALS

The City will compensate Contractor with a 10% mark-up on materials only as substantiated by the suppliers' invoice. The City shall have the option to furnish materials. Contractor shall provide a written estimate for all materials prior to the start of work unless directed by the City Representative.

Original

CITYOF TURLOCK
BID PROPOSAL FORM

BID NO RFB 13-260

BID DUE DATE: JUNE 19, 2013 BY 3:00 P.M.

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

MOVING SERVICES
FOR TURLOCK POLICE DEPARTMENT

1) Return original bid to: City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) Price shall be F.O.B. Destination or for the service rendered.

3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.

4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

Bidder's Acknowledgement of His / Her Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda. NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Casey Moving Systems

Address: P.O. Box 6 Ceres, CA 95307

Telephone Number **209-531-9010** Fax Number 209-531-9768

E-Mail Address jaycasey@caseymoving.com

Authorized Representative (print) Jay W. Casey, General Manager

Responding to the Request for Bid No. 13-260, due June 13, 2013 at 3:00 p.m., the undersigned Bidder agrees to provide moving services for the City of Turlock Police Department on a time, labor and materials used basis as needed. I/We have state hereon the price(s) at which we will provide the moving services for the specified item(s) listed in this document (pages 3-4). The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for "Moving Services dated June 5, 2013, at the prices indicated herein. Award: Bid award will be based on the lowest responsible bid price including any transportation charges, as well as other criteria indicated in these specifications.

Point of Contact: City of Turlock Police Department, Attention: Captain Jeff Lopes at 900 N. Palm, Turlock, CA 95380, Telephone (209) 664-7373.

Signatures: To be considered for award, this quote form shall be signed by an authorized representative of the bidder.

Taxes: The City of Turlock will calculate the California Sales Tax at 7.625% (Stanislaus County rate) on parts and pay it to the Successful Bidder(s) who are California contractors. The City of Turlock will pay the State Sales Tax directly to the State of California when the Successful Bidder(s) is not registered with the state to collect it. The City of Turlock is exempt from Federal Excise Tax.

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

Bidders must complete the following pages and attached any additional information that will assist us in determining the total cost of the relocation phases. The City is relying on your expertise for the pricing of this move.

Note: QUOTE CALLS FOR PREVAILING WAGE RATE.

General Information:
The contractor shall provide boxes and moving services of the designated furniture, boxes, file cabinets, chairs to include, but not limited the following:

1) Transportation of furniture, boxes, file cabinets, and chairs to the new Public Safety Facility.
2) Unloading the furniture, boxes, file cabinets and chairs to the new Public Safety
3) Facility.
4) Protection of all existing improvements at the departure location as well as the final destination.

5) Transportation and unloading of surplus furniture and equipment to the City's facility or storage unit, location will be determined by the City.

Bidder shall complete the following required information

1. Records Phase: Phase 1 will require moving the Records, Support Staff, Records Supervisor, Desk Officers, Cadet, Break-room Furniture and all associated furniture, documents boxes, equipment and other items from its existing location, into the new facility. First Weekend
**All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

(Materials needed 300 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Records Phase 1 Total: *-E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

2. Administrative Phase: Phase 2 will require moving the Chief of Police, Support Operations Captain, the Chief's Secretary, Professional Standards Unit Sergeant, Support Staff, and all associated furniture, documents boxes, equipment and other items from its existing location, into the new facility. First Weekend
**All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determined.

(Materials needed 300 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Administrative Phase 2 Totals: *-E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

3. Sergeant/Crime Prevention Phase: Phase 3 will require moving the Operations Sergeants, Crime Prevention Unit, VIPS, and all associated furniture, documents boxes, equipment and other items from its existing location, into the new facility. First Weekend **All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

   (Materials needed 300 boxes required, plus packing labels)
   **Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Sergeant/Crime Prevention Phase 3 Totals: * E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____ x # of Hours_____ x # of Employees_____ =$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

4. Investigation Phase: Phase 4 will require moving the Detective Bureau, Special Operations Lieutenant, and all associated furniture, documents boxes, equipment and other items. All furniture and boxes must be transported via the ramps and the stairs of the trailer of the existing building, into the new facility. First Weekend
   **All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determined.

   (Materials needed 300 boxes required, plus packing labels)
   **Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Investigation Phase 4 Totals: * E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____ x # of Hours_____ x # of Employees_____ =$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

5. Special Operation Phase: Phase 5 will require moving the Police Captain, Backgrounds, TNET, Neighborhood Preservation, Fire Chief, Fire Division Chief, Fire Marshall, Fire Support Staff, Admin Conference Room, and all associated furniture, documents boxes, equipment and other items from its existing location, into the new facility. First Weekend **All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

(Materials needed 300 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Special Operations Phase 5 Totals: * E-D

Cost per box	X	Estimated number of boxes	=	$
Cost for labels & packing supplies, if any =				$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____				
Equipment to be used:				
Is the cost of the equipment needed included in the hourly rate? Yes NO				

6. Communications Phase: Phase 6 will require moving the Public Safety Communication Supervisor, Emergency Services Dispatchers, and all associated furniture, documents boxes, equipment and other items from its existing location, into the new facility. All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location to be determined. First weekend ** All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

(Materials needed 300 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Communications Phase 6 Totals: * E-D

Cost per box	X	Estimated number of boxes	=	$
Cost for labels & packing supplies, if any =				$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____				
Equipment to be used:				
Is the cost of the equipment needed included in the hourly rate? Yes NO				

7. Property/Evidence Phase: Phase 7 will require moving the Evidence & Property Specialist and other items. All furniture and boxes must be transported via the ramps and the stairs of the trailer of the existing building, into the new facility. Second Weekend *** All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

   (Materials needed 200 boxes required, plus packing labels)
   **Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Property/Evidence Phase 7 Totals: * E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

8. Hi-Tech Building Phase: Phase 8 will require moving all associated furniture, document boxes, equipment and other items. All furniture and boxes must be transported via the ramps and the stairs of the trailer of the existing building, into the new facility. Second Weekend **All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determine.

   (Materials needed 100 boxes required, plus packing labels)
   **Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Hi-Tech Building Phase 8 Totals: * E-D

Cost per box	X	Estimated number of boxes =	$
Cost for labels & packing supplies, if any =			$
Hourly Rate $_____x # of Hours_____x # of Employees_____=$_____			
Equipment to be used:			
Is the cost of the equipment needed included in the hourly rate? Yes NO			

9. Traffic/Patrol Phase: Phase 9 will require moving the Traffic Unit, Patrol Bureau, Operations Captain, Operations Lieutenants, Cage Unit, Corporal, Operations Conference Room, Break Room, Report Writing, Briefing Room, Admin Interview Rooms, Patio Furniture and all associated furniture, document boxes, equipment, and other items from its existing location, into the new facility. Second weekend
***All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determined.

(Materials needed 300 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Traffic/Patrol Phase 9 Totals: * E-D

Cost per box	X	Estimated number of boxes	=	$
Cost for labels & packing supplies, if any =				$
Hourly Rate $_____ x # of Hours_____ x # of Employees_____ =$_____				
Equipment to be used:				
Is the cost of the equipment needed included in the hourly rate? Yes NO				

10. Fitness Room Phase: Phase 10 will require moving Gym equipment, and all associated furniture, document boxes, equipment, and other items from its existing location, into the new facility. Second weekend
***All furniture, equipment and other items denoted as "surplus" shall be transported by the vendor to a City facility or storage unit, location and moving date to be determined.

(Materials needed 25 boxes required, plus packing labels)
**Boxes, labeling and packing supplies will be needed for preparation prior to the move. Please provide cost per box, labels in the event that additional quantities are required.

Fitness Room Phase 10 Totals: * E-D

Cost per box	X	Estimated number of boxes	=	$
Cost for labels & packing supplies, if any =				$
Hourly Rate $_____ x # of Hours_____ x # of Employees_____ =$_____				
Equipment to be used:				
Is the cost of the equipment needed included in the hourly rate? Yes NO				

Provide a total price Phase 1 – 10 and any additional materials and equipment rental costs below:

1.	Records Phase Total	$ See
2.	Administration Phase Total	$ See
3	Sergeant/Crime Prevention Phase Total	$ See
4.	Investigations Phase Total	$
5.	Special Operations Phase Total	$
6.	Communications Phase Total	$
7.	Property/Evidence Phase Total	$
8	Hi-Tech Building Phase Total	$
9	Traffic /Patrol Phase Total	$
10	Fitness Room Phase Total	$
a)	Materials	$
b)	Equipment Rental	$ 4950.00
c)	Sales Tax 7.625% (on materials)	$
d)	Delivery / Pick up charges	$ 95.00 per delivery/pickup
e)	Fuel Surcharges (if any) (Fuel surcharge shall be based on each month invoice)	$40.00 per Vehicle per Day
f)	Hourly rate for each additional helper	$ 35.00
g)	List any additional rates that may be charged (i.e. weekend, after normal working hours, etc.	a) $ 45.00 b) $
	Grand Total	$ 46,770

9. Bidder must provide a listing of available equipment, with rates, that the City may rent, such as panel carts, ramps and etc.

10. Bidder must provide a listing of supplies available for purchase by the City, such as boxes, shrink wrap, tape, pallets, etc., include pricing.

Note: PROPOSAL CALLS FOR PREVAILING WAGE RATE.

Term of Payment

Cash discount of 10% will be made for payment within 20 days of receipt of vendor's invoice. Any discounts offered at less than NET 20 days will not be accepted.

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes (No)

If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☐ No

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. 1____,_____, _____

Terms
7.625% Sales tax will be added at time of purchase.
Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

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

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his / her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or her designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Contractor's License No. PUC MTR 115,405 Expiration Date: Current

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing Information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Casey Moving Systems
Company Name

Signature of Authorized Representative

94-2359770
Federal Tax ID Number

ONE ORIGINAL AND ONE COPY OF THE COMPLETED BID PROPOSALS ARE REQUIRED

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

EXHIBIT 'D'
REQUEST FOR BID AND SPECIFICATIONS BID NO. 13-260
MOVING SERVICES
EXCEPTION, CLARIFICATIONS, AMENDMENTS

Exception, Clarification, Amendments
List requests for bid clarifications and exceptions below, if any, sign and submit with your bid response.

Attachment	Reference to:		Description
	Page No.	Paragraph No.	
Exhibit A	Pages 3 to 10		Casey Moving will be moving multiple departments at the same time to separate labor and material will be difficult.
Exhibit A	Page 8		Material: 500 totes will be used for this project. Once phase one is completed, the totes will be transported back to origin so that phase two can utilize them. Totes are $3.00/ea/per week plus tax. Estimated usage is 3 weeks (1 prior, 1 week for both phases and 1 week for unpack and prep). If totes are returned sooner, a credit will be issued. Estimated cost of tote rental for the three-week period is $4500.00 plus tax. File Carts: $15.00/ea/per week $225.00 Panel Carts: No Charge 4-wheel Dollies: No Charge Shrink Wrap: No Charge Floor Runners: No Charge Safe Jacks: No Charge Computer Carts: $15.00/ea/per wk $225.00 ***All moving charges will be based on actual time not to exceed the proposal***

Bidder's Company Name: Casey Moving

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TURLOCK
MUNICIPAL SERVICES PURCHASING DIVISION
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454
(209) 668-5599 EXT. 4406

REQUEST FOR PROPOSAL NO 13-260
RFP AMENDMENT NO. 1
PAGE NO. 1
RFP DUE DATE: June 13, 2013, AT 3:00 LOCAL CALIFORNIA TIME
RESPONSIBLE CONTRACT OFFICER: BETTY GONZALEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

MOVING SERVICES FOR TURLOCK POLICE DEPARTMENT

All bidders must submit their bid proposal on or before June 13, 2013, at 3:00 p.m. Local California time due to minor revisions in the specifications, as follows:

1) Surplus Equipment Phase 11: Phase 11 all furniture, equipment and other items denoted as surplus shall be transported by the vendor to a City facility within the Police Department at 900 N. Palm, Turlock.

Hourly Rate:	$ 310.00	X	Number of Hours	20	X	Number of Employees	6 MEN
Total Cost:							

Equipment to be used:
6 MEN, 2 VANS AT $310/HR
2 MEN, 1 VAN AT $120/HR

Is the cost of the equipment needed included in the hourly rate? Yes ____ No Y

2) Page 25 of the Bid Proposal, Exhibit A, Page 8 of 10 has been amended to include Phase 11 for surplus furniture and equipment, replace with current page. (revised page attached)

All other provisions of the Request for Proposal shall remain in their entirety.
Vendor hereby acknowledges receipt and understanding of the above amendment.

Jay W. Casey 6-17-2013
Signature Date

CASEY MOVING SYSTEMS
Company Name

JAY W. CASEY GENERAL MANAGER
Type Name & Title

2209 FAIRVIEW DRIVE CERES, CA 95307
Address

JAYCASEY@CASEYMOVING.COM
E-mail address

CERES CA 95307
City State Zip

50

Council Synopsis

July 23, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $37,000 to account numbers 266-20-255-353.35720 "911 Grant Revenue" and 266-20-255-353.47117 "911 Grant Expenses" to be funded via reimbursement from the California 9-1-1 Division of the Public Safety Communications Office with Customer Premise Equipment (CPE) funding

2. DISCUSSION OF ISSUE:

The Turlock Public Safety Communications Center serves as a Public Safety Answering Point (PSAP). PSAP facilities are eligible for Customer Premise Equipment (CPE) funding. CPE allotment is qualified by the California 9-1-1 Emergency Communications Division of the California Technology Agency. The amount is based on the number of 9-1-1 emergency calls placed to the PSAP within a given period of time.

During the June 11, 2013, meeting the Turlock City Council authorized the use of $358,084.75 from the CPE fund for the purchase of a replacement 9-1-1 phone system. There is a balance of $37,013 remaining in the Turlock CPE fund. This money is to be used for residual purchases relative to the move and equipment necessary for the dispatch center at the new Public Safety Facility.

The residual funding will be used to purchase replacement chairs, computer keyboards, and associated equipment authorized by the California 9-1-1 Division. The residual funding will also be used to hire Console Cleaning Specialist to move and clean the existing dispatch workstations.

The use of the $37,000 will be on a reimbursement basis. Turlock Police will pay the various vendors and then request reimbursement through the California 9-1-1 Division.

3. BASIS FOR RECOMMENDATION:

Staff is requesting authorization to appropriate $37,000 to a revenue and an expense account in Fund 266 to be funding on a reimbursement basis from the California 9-1-1 Division of the Public Safety Communications Office with Customer Premise Equipment (CPE) funding.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The necessary information related to this appropriation was not available at the time the fiscal year 2013-14 budget was prepared. Therefore, at this time, Staff requests the following appropriations for the 2013-14 fiscal year:

1. Appropriate $37,000 to 266-20-255-353.35720 "911 Grant Revenue"
2. Appropriate $37,000 to 266-20-255-353.47117 "911 Grant Expenses"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may deny the request to use CPE funding on a reimbursement basis.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $37,000 TO ACCOUNT NUMBERS 266-20-255-353.35720 "911 GRANT REVENUE" AND 266-20-255-353.47117 "911 GRANT EXPENSES" TO BE FUNDED VIA REIMBURSEMENT FROM THE CALIFORNIA 9-1-1 DIVISION OF THE PUBLIC SAFETY COMMUNICATIONS OFFICE WITH CUSTOMER PREMISE EQUIPMENT (CPE) FUNDING	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock Public Safety Communications Center serves as a Public Safety Answering Point (PSAP). PSAP facilities are eligible for Customer Premise Equipment (CPE) funding. CPE allotment is qualified by the California 9-1-1 Emergency Communications Division of the California Technology Agency. The amount is based on the number of 9-1-1 emergency calls placed to the PSAP within a given period of time; and

WHEREAS, there is a balance of $37,013 remaining in the Turlock CPE fund. This money is to be used for residual purchases relative to the move and equipment necessary for the dispatch center at the new Public Safety Facility; and

WHEREAS, the residual funding will be used to purchase replacement chairs, computer keyboards, and associated equipment authorized by the California 9-1-1 Division. The residual funding will also be used to hire Console Cleaning Specialist to move and clean the existing dispatch workstations; and

WHEREAS, the use of the $37,000 will be on a reimbursement basis. Turlock Police will pay the various vendors and then request reimbursement through the California 9-1-1 Division.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby appropriate $37,000 to account numbers 266-20-255-353.35720 "911 Grant Revenue" and 266-20-255-353.47117 "911 Grant Expenses" to be funded via reimbursement from the California 9-1-1 Division of the Public Safety Communications Office with Customer Premise Equipment (CPE) funding.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5P

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign and mail a letter of opposition regarding the Gambling Control Act Card Player Fees initiative – Assembly Bill 820 (Gomez)

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2. DISCUSSION OF ISSUE:

City of Turlock staff was advised by the Turlock Card Room of the introduction of AB 820. A review of the information was completed and the bill appears to create an unfair business practice for our local, legal card rooms.

AB 820 (Gomez) would require local card rooms to charge fees for wagers. The bill would appear to hinder the ability of card rooms to compete with alternative wagering venues as it would unnecessarily force local businesses to charge fees to customers.

The passage of Proposition 1A in 2000 introduced significant competition for our local card rooms with the inception of large tribal casinos. AB 820 would require card rooms to charge fees to their customers that those tribal casinos are not required to change. Neither the casinos nor any other gaming businesses in California are forced by law to charge customers a fee per wager. Therefore, the bill appears to establish an unfair business practice.

Staff does not understand the rationale behind such a requirement as this would place our local card rooms at a disadvantage when trying to compete with the larger, federally approved casinos. Direction from Council has long been to support local businesses. Staff offers that responsible business owners should be able to determine the fees that they charge their customers in a free and open market. For these reasons, staff recommends the submittal of a letter of opposition for AB 820.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative:

Goal(s):

Strategic Plan Initiative:

Goal(s):

Not specifically identified within the City Strategic Plan, as the issue pertains to a legislative issue that could affect local businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council could choose not to take action on the legislation.

July 23, 2013

The Honorable Roderick D. Wright, Chair
Senate Governmental Organizations Committee
California State Senate
Sacramento, CA 95814

RE: AB 820 (Gomez) – Gambling Control Act – Card Player Fees.
Notice of Opposition

Dear Senator Wright:

The City of Turlock must respectfully oppose AB 820, which would hinder the ability of card rooms to compete with alternative wagering venues as it would unnecessarily force local businesses to charge fees to customers that may not be warranted.

The passage of Proposition 1A in 2000 introduced significant competition for our local, legal card rooms with the inception of large tribal casinos. AB 820 would require card rooms to charge fees to their customers that those tribal casinos are not required to. Neither the casinos nor any other gaming businesses in California are forced by law to charge customers a fee per wager. Therefore, the bill appears to establish an unfair business practice.

The City of Turlock does not understand the rationale behind such a requirement as this would place our local card rooms at a disadvantage when trying to compete with the larger, federally approved casinos. The City of Turlock supports local businesses and offers that responsible business owners should be able to determine the fees that they charge their customers in a free and open market. For these reasons, the City of Turlock opposes AB 820.

Sincerely,

Roy W. Wasden

cc: Senator Anthony Cannella, FAX: (916) 445-0773
Assembly Member Kristin Olsen, FAX: (916) 319-2112
Stephen Qualls, League of California Cities' Regional Public Affairs Manager, FAX: (209) 883-0653

5Q

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign and mail letters of support to the City's Congressman and Senators for continued federal funding of the Partnership for Sustainable Communities

2. DISCUSSION OF ISSUE:

Staff has been informed that the House Transportation, Housing and Urban Development (T-HUD) Subcommittee is considering a FY 2014 appropriations bill does not include funding for the Partnership for Sustainable Communities. Smart Growth America. This funding source has been used to fund the Smart Valley Places network representatives, of which Turlock is a member. The City of Turlock received $200,000 in federal funds over the past three years to pay for a portion of the staff costs associate with the General Plan and Capital Facility Fee update efforts. Given the lack of State funding to implement many of the State's planning mandates, this is a very valuable source of funding for Turlock and other Valley cities.

Integrated Planning and Investment grants at the Department of Housing and Urban Development (HUD) and the Partnership for Sustainable Communities helps community leaders get the most out of each federal or state dollar invested in their neighborhoods. HUD's work as part of the Partnership is helping communities across America rebuild their local economies and improve their fiscal stability.

HUD has provided grants to over 150 communities in 48 states, totaling $240 million that have, in turn, leveraged almost $253 million in additional public and private investment from local government and philanthropies. These regional planning efforts expand job opportunities and improve the quality of life for families.

These grants help communities streamline regulatory barriers and make strategic investments with limited taxpayer dollars when planning for their futures. They also make federal investments go even further by helping local leaders to leverage private sector investment and advancing economic development initiatives.

Staff is requesting that the City Council provide letters of support to maintain funding of the Partnership for Sustainable Communities.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative:

Goal(s):

Not specifically identified within the City Strategic Plan, as the issue pertains to a Federal legislative issue that could affect the City of Turlock.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council could choose not to take action on the legislation.

July 23, 2013

The Honorable Jeff Denham
1730 Longworth HOB
Washington DC 20515

RE: **Funding of the Partnership for Sustainable Communities**

Dear Congressman Denham,

The City of Turlock is concerned with information received this week that funding for the Partnership for Sustainable Communities could be defunded in the FY 2014. This letter is a request for you to reject such proposed cuts.

The City learned that the House Transportation, Housing and Urban Development (T-HUD) Subcommittee considered the FY 2014 appropriations bill, and the bill did not include funding for the Partnership for Sustainable Communities. The City is disappointed with the proposition of losing the resource and is writing to ask you to reject these cuts.

Integrated Planning and Investment grants at the Department of Housing and Urban Development (HUD) and the Partnership for Sustainable Communities helps community leaders get the most out of each federal or state dollar invested in their neighborhoods, and is an incredibly worthwhile use of federal dollars.

HUD's work as part of the Partnership is helping communities across America rebuild their local economies and improve their fiscal stability. HUD has provided grants to over 150 communities in 48 states, totaling $240 million that have, in turn, leveraged almost $253 million in additional public and private investment from local government and philanthropies. These regional planning efforts expand job opportunities and improve the quality of life for families.

These grants help communities streamline regulatory barriers and make strategic investments with limited taxpayer dollars when planning for their futures. They also make federal investments go even further by helping local leaders to leverage private sector investment and advancing economic development initiatives.

I ask that you weigh in with your colleagues on the Appropriations Committee to let them know that the City of Turlock, and hopefully you, are disappointed the bill does include funding for this critical program.

Sincerely,

Roy W. Wasden

July 23, 2013

The Honorable Barbara Boxer
Office of U.S. Senator Barbara Boxer
112 Hart Senate Office Bldg.
Washington DC 20510

RE: **Funding of the Partnership for Sustainable Communities**

Dear Senator Boxer,

As the fiscal year 2014 appropriations process begins, the City of Turlock urges you to support the federal Partnership for Sustainable Communities, a joint effort between the Department of Transportation (DOT), the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD).

Specifically, the City of Turlock asks that you weigh in with your colleagues on the Appropriations Committee to approve the proposal from the Subcommittee on Transportation, Housing and Urban Development, and Related Agencies (THUD). The bill includes a provision for the Integrated Planning and Investment grants at HUD and these grants, along with the Partnership for Sustainable Communities, more broadly, help community leaders get the most out of each federal or state dollar invested in their neighborhoods.

HUD's work as part of the Partnership is helping communities across America rebuild their local economies and improve their fiscal stability. HUD has provided grants to over 150 communities in 48 states, totaling $240 million that have, in turn, leveraged almost $253 million in additional public and private investment from local government and philanthropies. These regional planning efforts expand job opportunities and improve the quality of life for families.

These grants help communities streamline regulatory barriers and make strategic investments with limited taxpayer dollars when planning for their futures. They also make federal investments go even further by helping local leaders to leverage private sector investments and advance economic development initiatives.

The City of Turlock asks that you speak with your colleagues on the Appropriations Committee to ensure funding for this critical program is included in the FY 2014 T-HUD appropriations bill.

Sincerely,

Roy W. Wasden

July 23, 2013

The Honorable Dianne Feinstein
331 Hart Senate Office Bldg.
Washington DC 20510

RE: **Funding of the Partnership for Sustainable Communities**

Dear Senator Feinstein,

As the fiscal year 2014 appropriations process begins, the City of Turlock urges you to support the federal Partnership for Sustainable Communities, a joint effort between the Department of Transportation (DOT), the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD).

Specifically, the City of Turlock asks that you weigh in with your colleagues on the Appropriations Committee to approve the proposal from the Subcommittee on Transportation, Housing and Urban Development, and Related Agencies (THUD). The bill includes a provision for the Integrated Planning and Investment grants at HUD and these grants, along with the Partnership for Sustainable Communities, more broadly, help community leaders get the most out of each federal or state dollar invested in their neighborhoods.

HUD's work as part of the Partnership is helping communities across America rebuild their local economies and improve their fiscal stability. HUD has provided grants to over 150 communities in 48 states, totaling $240 million that have, in turn, leveraged almost $253 million in additional public and private investment from local government and philanthropies. These regional planning efforts expand job opportunities and improve the quality of life for families.

These grants help communities streamline regulatory barriers and make strategic investments with limited taxpayer dollars when planning for their futures. They also make federal investments go even further by helping local leaders to leverage private sector investments and advance economic development initiatives.

The City of Turlock asks that you speak with your colleagues on the Appropriations Committee to ensure funding for this critical program is included in the FY 2014 T-HUD appropriations bill.

Sincerely,

Roy W. Wasden

5R

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Retainer Agreement for preparation and filing of 2013-14 claims for State Mandated Cost Reimbursement with MGT of America, Inc., in an amount not to exceed $9,200

2. DISCUSSION OF ISSUE:

Staff is recommending engaging MGT of America, Inc. for the preparation and filing of claims for State Mandated Cost Reimbursement. The Professional Services Retainer Agreement sets the maximum compensation at $9,200 for the 2013-14 fiscal year which includes the annual filing of claims currently approved by the State Controller's Office and as well as any new claims approved for filing in 2013-14.

The proposed contract contains an extension provision for two additional one-year terms at a cost not to exceed $9,200 contingent on the appropriation of funding in the City's budget for the pertinent fiscal year. While the contract before Council is for a different consulting company, the individual who the City has worked with during the past few years is the same.

3. BASIS FOR RECOMMENDATION:

This is a specialized activity and staff believes that it is more cost effective and efficient to engage the services of a consultant for this activity.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The proposed cost for the SB90 services will be included in the proposed 2013-14 budget under the Finance Division of Administrative Services.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Although Staff does not recommend it, the Council could choose not to approve this agreement which would result in not filing the Mandated Cost Reimbursement Claims for the 2013-14 fiscal year as staff does not possess the expertise to prepare these filings.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MGT OF AMERICA, INC.
for
SB90 Mandated Cost Claims Filing
CITY CONTRACT NO. 13-047

THIS AGREEMENT is made this 23rd day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MGT OF AMERICA, INC**, a corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for preparation of SB 90 Mandated Claims Reimbursements; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement nine thousand two hundred dollars and no/100^{ths} ($9,200.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2013 and ending June 30, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its

option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement,

CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

subsequent breach hereof unless specifically stated in writing.

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. 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:	**MGT of AMERICA** **ATTN: Brad Burgess, Vice President** **2001 P Street, Suite 200** **Sacramento, CA 95811** **PHONE: 916-595-2646** **FAX: 916-443-1766**
for CITY:	**CITY OF TURLOCK** **ATTN: Marie Lorenzi** **156 South Broadway, Suite 110** **Turlock, CA 95380-5454** **PHONE: 209-668-5542 Ext. 1318** **FAX: 209-668-5576**

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for each one-year extension will not exceed nine thousand two-hundred dollars and no/100^{ths} ($9,200.00) per year. The City's ability to extend the contract for each additional year is contingent upon the appropriation of funding in the City's fiscal year budget(s).

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: _____

MGT OF AMERICA, INC., a corporation

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

UNDERSTANDING OF TURLOCK'S SB 90 CLAIMING PROJECT

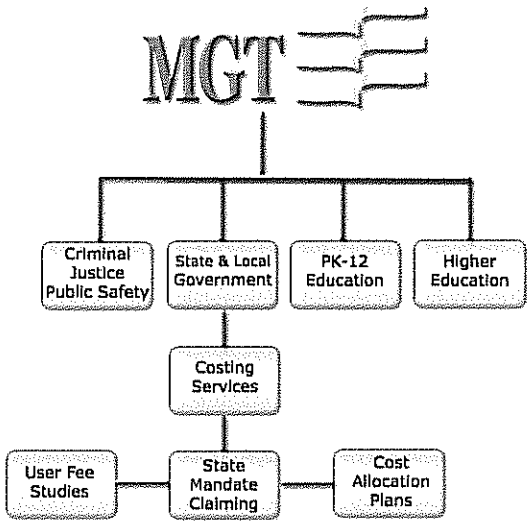
The City of Turlock wishes to supplement existing revenue sources by filing state mandate cost claims (SB 90 claims) with the California State Controller's Office. Like many public agencies in California, the City of Turlock recognizes the benefits of filing SB 90 claims, even during periods when the State has not been able to make complete reimbursement claim payments.

The City would like to partner with a consulting firm that specializes in SB 90 consulting to do the following:

- Identify all possible SB 90 claiming opportunities
- Prepare and file eligible annual FY 2012-13 SB 90 claims with the State Controller
- Prepare and file all eligible first time or new SB 90 claims that have claiming instructions issued during the 2013-14 fiscal year
- Assist the City with payment tracking
- Assist the City with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California

FIRM HISTORY

MGT of America, Inc. (MGT) has provided highly specialized governmental consulting services since 1974. Our Costing Services Division consultants focus on five core areas of expertise—state mandated costs, cost allocation, user fee cost analysis, federal reimbursements, and indirect cost rate proposals (ICRPs). It has been said that a consultant's stock in trade is their experience and their advice. Our firm's average level of experience is over 17 years in the local government consulting area. Our clients have always benefited from our counsel and advice in the state mandated cost-claiming field.



It is part of our firm's philosophy that a structure, which emphasizes teamwork and cooperation, will always yield a better outcome for our clients. This structure and approach also ensures that our clients will always have more than one consultant involved with their project, including at least one senior consulting professional involved with every facet of the engagement.

We are proud of our California heritage and consulting roots. The original founders of Public Resource Management Group, LLC (PRM) all started their consulting careers with David M. Griffith and Associates (DMG) during the mid-1980s and early 1990s. That association formed our professional belief system and approach. Our core values are:

- Providing exceptional technical consulting services
- Developing client partnerships resulting in successful long-term relationships
- Guaranteed deliverables and services

In 2007, PRM was acquired by MGT of America, Inc. thereby deepening the resources and costing services capabilities available to our state and local government clients.

In the area of local government cost consulting, our firm has over 100 years of combined experience in the SB 90, cost allocation, and indirect cost calculation consulting areas. Our predecessors at DMG were originally asked by the California State Controller's Office (SCO) to assist in the development of the original ICRP format and methodology. That format is still in use today. In our various corporate incarnations since 1985, our consultants have worked with over 250 cities, all 58 counties, and over 100 special districts in California.

MGT OFFICE LOCATIONS & CONTACTS

MGT is based in Tallahassee, Florida, and has regional offices in: Austin, Texas; Bay City, Michigan; Olympia, Washington; and Sacramento, California. Turlock's project will be exclusively staffed by staff from our Sacramento office.

OFFICE LOCATION	PRIMARY CONTACT
Michigan Office: 2343 Delta Road Bay City, MI 48706	Jim Olson, Midwest Director 989-893-7615 jolson@mgtamer.com
California Office: 2001 P Street, Suite 200 Sacramento, California 95811	Brad Burgess, Vice President National Costing Services Director 916-595-2646 bburgess@mgtamer.com
Colorado Office: 8200 South Quebec Suite A3 #184 Centennial, Colorado 80112	Eric Parish, Partner 877-275-7764 eparish@mgtamer.com
Florida Office: 2123 Centre Point Boulevard Tallahassee, Florida 32308	Fred Seamon, Senior Partner 850-386-3191 fseamon@mgtamer.com
Texas Office: 502 East 11th Street, Suite 300 Austin, Texas 78701	Mark Epstein, Vice President 512-476-4697 mepstein@mgtamer.com
Washington Office: 711 Capitol Way, Suite 608 Olympia, Washington 98501	Dodds Cromwell, Senior Partner 360-866-7303 dcromwel@mgtamer.com

FIRM ORGANIZATIONAL STRUCTURE

MGT was organized and incorporated in 1974 under the laws of the state of Florida. We currently employ over 80 professional staff. We are structured as a regular corporation (type C), yet function as a partnership. Partners are designated as Senior Partner, Partner, or Principal. As previously stated, MGT recently acquired PRM which now operates as a wholly owned subsidiary of MGT.

QUALIFICATIONS OF PROPOSED STAFF

Experience and Specific Roles on This Project

We believe our firm is uniquely able to assemble the most experienced, best qualified professional staff for this engagement. MGT proposes to dedicate Ms. Cindy Sconce, an experienced veteran and expert in the SB 90 claiming field, to the City of Turlock.

Project Manager - 11 Years Experience filing SB 90 claims

Cindy Sconce, Sr. Consultant, MGT of America, Inc.

Introduction & Experience: Ms. Sconce has led and managed numerous consulting projects, large and small, involving project initiation and planning, managing the project, collecting and analyzing data as a result of interview and training sessions, performed quality assurance on deliverables, and project close out.

She has worked with over 150 agencies including cities, counties and special districts on cost accounting and state mandated cost claiming projects. Her range of experience includes:

- Reimbursable California State Mandated Programs (SB 90)
- Government Cost Allocation Plans (OMB Circular A-87)
- Indirect Cost Rate Proposals
- California Legislative Process and Bill Analysis

In addition to her direct work on her consulting engagements, Ms. Sconce was a former presenter for the California State Association of Counties (CSAC) SB 90 Service.

Project Specific Role: Ms. Sconce will be responsible for the overall coordination and execution of the City of Turlock's engagement. She will conduct the claiming visit, prepare all claims, provide technical assistance, and meet with the State Controller related to any field audits and negotiations. Ms. Sconce will ensure that all aspects of service delivery are accomplished in the best possible manner and will be available to the City for questions or on-site meetings.

EXPERIENCE WITH STATE MANDATED COST CLAIMING

MGT currently provides state mandated cost-claiming services to over 100 cities, counties and school districts in California. The list of city clients that have been served by our consultants during their careers is extensive. Most of our clients have used our firm, or predecessor firms for many years. It is also the case that many of our clients contract with MGT for multiple consulting engagements each year. We are proud of our service to our clients and value the trust they put in us above all else. A small sample of relevant MGT projects include:

Agency	Service Period	Project(s)
City of Anaheim	2003 to present	SB 90 Services, Cost Allocation Plan
City of Riverside	2003 to present	SB 90 Services
County of Orange	2008 to present	SB 90 Services, Cost Allocation Plan
County of Riverside	2005 to present	SB 90 Services, Cost Allocation Plan
City of Stockton	2003 to present	SB 90 Services
City of Oakland	2004 to present	SB 90 Services, Cost Allocation Plan
City of Burbank	2003 to present	SB 90 Services, Cost Allocation Plan
City of Sacramento	2003 to present	SB 90 Services, Cost Allocation Plan
County of Monterey	2003 to present	SB 90 Services, IT ISD Analysis
City of Santa Barbara	2003 to present	SB 90 Services, Cost Allocation Plan
City of Santa Barbara	2004 to present	SB 90 Services, User Fee Analysis
City of Newport Beach	2005 to present	User Fee Analysis
Co. of Santa Barbara	2003 to present	SB 90 Services

MGT offers the City of Turlock the best, most experienced consulting staff, as well as the highest level of service available. Entering fiscal year (FY) 2013-14, MGT has eight SB 90 consultants with over 80 years of combined local government experience. The client list and references that we provide to prospective clients only include agencies that our current staff has served. No other consulting firm can match MGT's qualifications in the SB 90 area.

STATE MANDATED COST CLAIMING: SCOPE OF SERVICES

MGT provides true turn-key mandate cost claiming services to its clients, and our approach is based around personal interaction. Our staff is involved with our clients' claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients claiming summaries and data collection guides to assist them to understand all of the eligible components of each program. This process supplements the interviews that our staff conducts to ensure that each department contact understands precisely what data is required, and what the internal deadlines are for submission.

While Turlock may not be at high risk for State Controller field audits given the size of its claims, we believe that part of our job is assisting your departments to understand the appropriate levels of documentation required for each claim filed.

Finally, the project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in both a hard copy and Adobe .pdf format and send them to the City for review and signature in advance of the claiming deadline.

Throughout the year, our consultants attend the key meetings with the Commission on State Mandates, the State Controller, Department of Finance and other important stake holders to ensure that we have a thorough understanding of all pending issues and interpretations in the SB 90 area, as well as all upcoming local government reimbursement claims.

Later in the 2013/14 fiscal year, we expect claiming instructions for a significant new mandate to be released:

- **Public Records Act**: The costs for retrieving records, interacting with the requesting parties, and redacting sensitive information.

PROPOSED PROJECT FEES

FY 2012-13 Annual & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2014, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

Claims Covered	Proposed Fee	Payment Terms
2012-13 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/13. and 50% on 1/1/14

Option Year 1: FY 2013-14 Annual Claims & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2015, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

Claims Covered	Proposed Fee	Payment Terms
2013-14 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/14. and 50% on 1/1/15

Option Year 2: FY 2014-15 Annual & New Claims - MGT will complete and file all eligible annual claims that are due to the State on a timely basis on February 15, 2016, as well as any new, first-time claims having claiming instructions issued during this fiscal year for the following fee.

Claims Covered	Proposed Fee	Payment Terms
2014-15 Annual Claims & New Claims	Fixed Fee equal to $9,200	Payable in two payments: 50% invoiced on 8/1/15. and 50% on 1/1/16

These fees are all inclusive (no expenses will be charged to the City). There are no caps on number of claims, audit support, or site meetings/visits.

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Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement for preparation of a Cost Allocation Plan with MGT of America, Inc., in an amount not to exceed $17,000

2. DISCUSSION OF ISSUE:

Staff is recommending engaging MGT of America for the preparation of a Cost Allocation Plan (CAP) to be used during the 2013-14 and 2014-15 fiscal years. The City is required to prepare this plan to support the indirect costs claimed as part of the federal funding the City receives through CalTrans.

In 2011-12, the City was required for the first time to submit the CAP to CalTrans for their approval. Staff has successfully prepared, submitted, and obtained CalTrans approval for our CAP for fiscal years 2011-12 and 2012-13. The CAP is used by the Engineering division in their reimbursement billing to CalTrans for federally funded projects.

We have also obtained the necessary approvals from HUD, acting as our cognizant agency, for both years. A cognizant agency is the federal agency which provides the most federal funding in a given fiscal year. Within the approval process for indirect costs, the cognizant agency is charged with reviewing and approving the City-wide overhead portion of the approved reimbursement rate.

While Staff is proposing a contract with a different consulting firm for 2013-14, our lead contact person is the same. Staff is confident that staying with the same individual while changing firms will not negatively affect our ability to prepare, submit and gain approval from CalTrans for our new CAP.

3. BASIS FOR RECOMMENDATION:

The preparation of the CAP is very specialized in nature and dictated by federally prescribed regulations. Staff recommends the use of a professional consultant familiar with the regulations for the CAP preparation and submittal.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The preparation of this CAP was anticipated when the 2013-14 budget was prepared and adequate funds are budgeted in account number 110-10-112.43060_007.

While the preparation and submittal of a cost allocation plan is required for federal funding, federal funds are not allowed to be used to prepare the plan.

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
MGT OF AMERICA, INC.
for
Cost Allocation Plan Services
CITY CONTRACT NO. 13-055

THIS AGREEMENT is made this 23rd day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MGT OF AMERICA, INC**, a corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional services to prepare a cost allocation plan in accordance with Exhibit A; and

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

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement seventeen thousand dollars and no/100^{ths} ($17,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2013 and ending June 30, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30)

days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. 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: **MGT of AMERICA**
ATTN: Brad Burgess, Vice President
2001 P Street, Suite 200
Sacramento, CA 95811
PHONE: 916-595-2646
FAX: 916-443-1766

for CITY: **CITY OF TURLOCK**
ATTN: Marie Lorenzi
156 South Broadway, Suite 110
Turlock, CA 95380-5454
PHONE: 209-668-5542 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

By: _____
Roy W. Wasden, City Manager

Date: _____

MGT OF AMERICA, INC., a corporation

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Overview of the Project

Cost Allocation Plan

The City of Turlock (City) has requested consulting assistance to prepare an OMB A-87 cost allocation plan and associated supplemental services. **A cost allocation plan is an accounting document that identifies citywide indirect costs and then distributes those costs to the benefiting funds, departments, divisions and programs.**

Benefits to users of a cost plan are:

- Compliant documentation to support indirect cost recovery on federal and state grants and awards.
- Defensible transfers from non-General Funds for identified administrative services.
- Determination of full costs for external charging such as user fees and billing rates.
- Knowledge of full costs (lease/buy decisions, outsourcing, etc.).

Cost allocation plans are a series of complex calculations that require an understanding of each jurisdiction's financial reports, administrative structure, and operational services and programs. Perhaps above all else, a cost allocation plan must adhere to OMB A-87 and GAAP guidelines and principles.

OMB A-87 and GAAP have one over-arching requirement: the cost allocation plan must provide a distribution of costs that is fair and equitable to all recipients of the centralized administrative and support services irrespective of the potential for reimbursement.

The common perception of preparing an OMB A-87 and/or GAAP cost allocation plan is that there is a set of concrete rules applied categorically in every situation. This perception, however, is not reality. Therefore, our work approach and methodology incorporate not only a deep understanding of OMB A-87 and GAAP but also the practical applications of the principles and guidelines relative to each jurisdiction and unique situation.

Engineering ICRP

The City has also requested consulting assistance to prepare an ICRP for the Engineering Department that will incorporate the citywide cost allocation plan, and will be Cal Trans compliant.

MGT's Approach to this Project

Senior level consultants from MGT of America's (MGT) Costing Services Division will staff this engagement. Our Costing Services Division provides state and local government's services limited to cost allocation plans, indirect cost rates and indirect cost rate proposals, user fee studies, and state mandated claiming (SB90).

City personnel will receive the following **three advantages** by selecting MGT for the requested services.

1. A refined approach that is client-focused, efficient and non-disruptive for City personnel.
2. Proven project management and communication tools.
3. The relevant experience and creativity of the personnel preparing the cost allocation plan and ICRP, as well as, their ability to establish trust, confidence and rapport with City personnel.

Approach – Other costing firms arrive at their client site, hold discussions with client staff, leave worksheets to be filled out and returned for processing, and then a send completed cost allocation plans. This process consistently produces misunderstandings, inaccurate data, and slow project progression, which inevitably leads to client dissatisfaction. MGT's approach is different. We understand that the best results come from spending an appropriate amount of time with your staff throughout the project and jointly adapting the project work plan to best meet the City's unique needs and objectives.

Project Management & Communication – Our project management process includes a project schedule with deadlines, and also a project team with the availability to meet the deadlines. Additional consultants are available to add to the project if necessary, and quality assurance activities are performed throughout the project.

Our communication plan includes frequent formal and informal correspondence, on-site meetings, and built in checks to ensure City satisfaction. The City will never be left to wonder who their cost plan consultant is, when they will see their consultant, when they will see a cost plan, how to understand a document, or if the numbers in the plan are accurate. Communication is the key to effective project management.

Personnel – The team proposed for this engagement has not only years of cost plan experience, but perhaps more importantly, a long track record of successful implementation, and clean audit reports. We believe there is no comparable group of consultants in the nation who can perform the City's requested services as well as MGT's team. Our team will not just be your cost accountants—they will be your partners in a common effort to fairly and equitably recover all appropriate indirect costs…with minimum controversy, exposure and disruption.

Consultant Qualifications and Experience

Costing Services Division

The Costing Services Division within MGT provides cost allocation plans, user fee studies, jail rate analysis, indirect cost rate proposals, and mandated cost reimbursements exclusively for government entities. One hundred percent of our Costing Services work is with state and local governments. The following estimates are based on revenue by project type over the past three years.

➢ Cost Allocation Plans	40%
➢ User Fee Studies	15%
➢ Jail Rate Studies	5%
➢ Indirect Cost Rate Proposals	10%
➢ California State Mandated Reimbursements	30%

We trace our cost services roots to David M. Griffith & Associates (DMG). DMG delivered more cost allocation plans and user fee studies to more local governments than any other firm—then or since. It is fair to say that DMG pioneered the cost plan and user fee study business for local governments on a national scale. Most of the Division's consultants worked for DMG prior to its acquisition by MAXIMUS, Inc. Now at MGT we continue to set the standard for creativity and commitment to our client's goals—qualities that set DMG apart from all competitors.

CONSULTANT	COST PLANS	USER FEE	SB90	STATE-WIDE CAPS	STATE ICRPS	TITLE IV-D/ TIME RPT	UTILITY
Brett Ballard	4	4	3				
Sara Beemer	6	6					
Brooke Brandenburg	14						
Dawn Bock	9					9	
Guy Burdick		2	11				
Brad Burgess	10	10	22				
Mark Carpenter	23	23					
Elise D'Auteuil	22			22	20	12	
Patrick Dyer	10	10	14				
Mark Epstein	30	30	8	22	22	17	4
Michelle Garrett	5						
Dianne Mazo-Jones	30						
Diana LaChapelle			14				
Kristie Leahy	12					12	
Jerry McKenzie	34	34					32
Frank Murphy	8						
Joel Nolan	33	26		26	26		
Jim Olson	30	30		30	30	30	
Eric Parish	22	22	12		7		7
Paul Patel			8				
Erin Payton	26	26	4				
Bret Schlyer	17	17	4	17	17	8	7
Cindy Sconce	2		11				
Shirley Sewell	28	28		21	21	12	
Donna Smigiel	26					26	
Gordie Stryker	17	17				17	
Jeff Wakefield	22	22					
Total Years Expertise per Specialty	430	297	111	138	143	143	50
Total Consultants per Specialty	26	19	11	7	8	9	4
Average Years per Consultant	17	16	10	20	18	16	13

There are 27 cost consultants in the Costing Services Division, 14 of which reside on the West Coast. The table to the right visually displays MGT's consulting depth of the Costing Services Division.

MGT has the deepest consulting "bench" in the local government cost and revenue industry. This depth assures our clients that: (1) MGT has the ability to complete the assignment no matter what happens to any one particular consultant; (2) if a project time-line has to be advanced, MGT has the resources to commit additional staff to the engagement; and (3) with a combined 440 years cost plan experience and combined 309 years user fee experience, there are no issues that our team has not addressed, and that expertise is only a phone call away.

Our consultants are thoroughly familiar with all relevant federal and state of California cost plan principles and guidelines including Proposition 218. The state of California and numerous several federal agencies have approved our cost plan methodology, and we guarantee acceptance of our analyses by any

cognizant or audit agency. Our consultants have both successfully defended jurisdictions where challenges were made, and testified before the California legislation on indirect cost issues.

Project Team

While the qualifications and experience of a firm are important, perhaps more important to the success of a project are the qualifications and experience of the proposed project team. We have successfully implemented a team approach for most cost allocation projects. There are **three primary benefits** to this team approach. The **first benefit** is that by placing two or more experts on the project, all phases of the project are completed in a timely manner which results in an overall on-time project.

The **second benefit** is that the combined experience of a team of senior-level consultants is vital to identifying additional uses for the tremendous amount of managerial and financial data found in a cost allocation plan. Data for revenue generating applications such as calculating fully-loaded hourly rates and user fees can be extracted from the cost allocation plan by experienced consultants.

> A team of senior-level consultants will be able to leverage extensive experience into stronger indirect cost recovery applications with the highest levels of defensibility and compliance for the City.

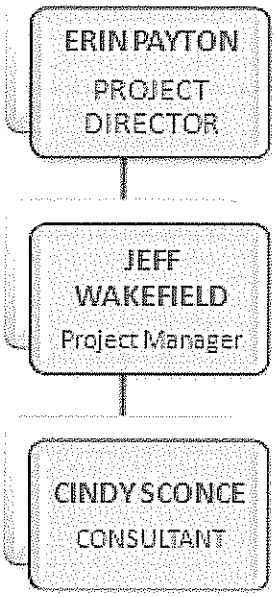
Perhaps the **greatest advantage** of the proposed project team is the depth and breadth of relevant experience. Each team member has years of experience preparing cost allocation plans, indirect cost rates, and user fee studies for state and local governments. As a result of this relevant experience, the combined proposed team has completed hundreds of central services cost allocation plans similar to the ones requested by the City.

In addition to the proposed project team, MGT can draw from a deep pool of experienced cost allocation consultants to supplement the project as necessary. These consultants have unique skill sets such as federal negotiation, applying indirect costs and indirect cost rates to federal and state programs, and awards.

The three MGT costing services consultants proposed to complete the project have combined to prepare hundreds of cost allocation plans for cities and counties, many similar in size and scope to the services requested by the City.

A summary of the project team and a brief bio for each proposed team member follows. All staff members listed will be assigned to this project. In the event that a proposed staff member becomes unavailable, MGT shall provide equally or better qualified alternative staff to be approved by the City. Full resumes are included in **Appendix A**, and additional data is available upon request. **No subcontractors, interns, students, or temps will be proposed or used on this project.**

Project Team Structure



Ms. Erin Payton: Project Director, five years with MGT, 25 years cost allocation experience.

Ms. Payton will serve the City as project director for this engagement. In this role, she will have responsibility for the entire project. Her primary responsibility is to ensure the City will be unconditionally satisfied with the services received from MGT consultants. In addition to project oversight and quality assurance, Ms. Payton will ensure the project consultants have the resources and firm support necessary to successfully complete the proposed services.

Ms. Payton is a senior associate with MGT and has over 25 years of experience providing public-sector consulting experience. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and jail rate studies. With her experience, she is the one of the most experienced cost analyst in the western United States—having completed more than 200 cost plan and user fee studies for local governments. Prior to joining MGT, she was a senior manager for management consulting firms PRM, Maximus, and DMG.

Mr. Jeff Wakefield: Project Manager, five years with MGT, 23 years cost allocation experience.

Mr. Wakefield will serve the City as project manager. In this role, he will be actively involved in all tasks of our work plan and the development of all deliverables, including meeting with department personnel, preparing draft cost allocation calculations, reviewing draft calculations with department personnel assisting in the negotiation of the OMB A-87 cost allocation plan with the appropriate state and federal authorities.

Mr. Wakefield is a senior consultant and recognized as one of the state's leading experts in cost of service analysis. Mr. Wakefield has been engaged in cost analysis for 23 years, and lists as references the cities of Roseville, Folsom, Modesto, Santa Ana, San Francisco, Livermore, Whittier, Anaheim, Long Beach, and Vallejo, among others. Mr. Wakefield is based in our Sacramento office.

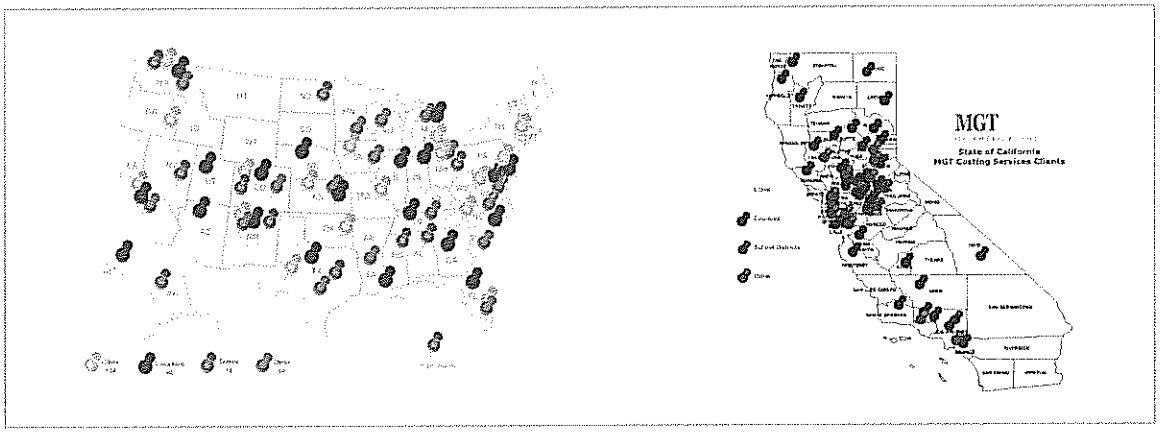
Ms. Cindy Sconce: Project Consultant, four years with MGT, four years cost allocation experience.

Cindy Sconce has over eleven years of professional consulting experience working with local governmental agencies. She has worked with over 150 agencies including cities, counties and special districts on cost accounting and state mandated cost claiming projects.

Ms. Sconce has led and managed numerous consulting projects involving project initiation and planning, managing the claiming project, collecting and analyzing data as a result of interview and training sessions, performing quality assurance on deliverables, and project close out.

Recent MGT Cost Allocation Plans & Associated Studies

The United States map below illustrates MGT's national scope and coverage of our primary costing services. The California map illustrates that MGT's Costing Services Division is especially strong on the West Coast.



Recent MGT Cost Allocation Plans Completed for California Jurisdictions

Cities:		Counties:	
1.	City of Culver City	1.	Butte County
2.	City of Fort Bragg	2.	Calaveras County
3.	City of Hayward	3.	Inyo County
4.	City of Healdsburg	4.	Los Angeles County Environmental Health
5.	City of La Mesa	5.	Lake County

6.	City of Santa Clara	6.	Lassen County
7.	City of Vallejo	7.	Marin County
8.	City of Woodland	8.	Modoc County
9.	City of Yuba City	9.	Orange County
10.	City of Santa Ana	10.	Plumas County
11.	City of Newport Beach	11.	Ventura County
		12.	San Mateo County Sheriff

The above reference jurisdictions received cost allocation plan consulting services by MGT consultants similar to those requested by the City and included a computer-generated cost allocation plan(s) deliverable(s).

Detailed client references for recently completed cost allocation services for California jurisdictions are available upon request.

Work Plan and Project Schedule

Engagement Approach

Our approach is to treat each project as a unique consulting engagement for a unique client. While every cost allocation consulting firm, including MGT, applies standardized processes and methodologies into every cost allocation project, we will never standardize a client. Every engagement includes an attempt to thoroughly understand our client's culture, political realities, operating and reporting structure, and financial challenges as well as desired project outcomes.

Technical Methodology

Our cost allocation plan methodology has been reviewed and accepted by state agencies and federal cognizant agencies in multiple states, including California. Our methodology incorporates years of experience applying OMB Circular A-87, GAAP, and Proposition 218 principles into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation plan results. This methodology utilizes the MGT proprietary software and incorporates a double step down format for preparing a cost allocation plan.

The following work plan has been refined over many years to provide a methodology that produces compliant cost allocation plans with minimal disruption to our client's workload. The City's task listing is included below by reference point.

Specific Work Plan for the Cost Allocation Plan

1. **Conduct an initial meeting with designated personnel.**

   Meet with City personnel who have responsibility or a high interest in the cost allocation plans. This meeting will refine the specific objectives, requirements, measurements, and schedule of the consulting project. This meeting will also help the project consultants understand the unique aspects of the project specifically and the City generally.

2. **Conduct an introductory training session with all relevant personnel.**

   Conduct an initial and introductory training session with key City personnel or kick-off presentation for project stakeholders. Project consultants will work with City personnel to establish the objectives, content, and list of attendees for this meeting or presentation. MGT considers this session vital to successful project results.

   Agenda items for these meetings or presentations could include:

   - Review the project objectives.
   - Review and confirm the federal and/or state requirements.
   - Finalize and document the project measurements.
   - Review and finalize the project schedule.
   - Review available financial data.
   - Review available allocation data.
   - Explain the cost allocation plan process to interested department staff.
   - Summarize the purpose for calculating the cost allocation plan.
   - Explain how each meeting attendee is involved in the calculations.
   - Discuss example summary reports produced by the project.
   - Discuss example applications produced by the project.
   - Address potential areas for additional direct or indirect cost recovery.
   - Solicit questions and answers.

3. **Review City's existing cost allocation plan.**

   Review the City's existing cost allocation plan and associated data to determine appropriateness and to identify alternatives which may favorably impact indirect cost recoveries.

4. **Collect basic financial and operational data.**

   Collect and review data such as organization charts, expenditure statements, budgets, personnel counts, salary reports, and transaction statistics. Project consultants will work with City personnel to develop and gather the needed data in the most efficient way possible. The review of this data will provide the general structure for the cost allocation plan including the determination of "allocating" and "receiving" departments.

   Allocating departments are referred to as central service departments and will include, but are not limited to, accounting, purchasing, human resources, and information technology. Receiving departments will be all applicable City general fund departments or divisions and all other non-general funded operations including the federal programs.

   MGT will also identify, evaluate and inventory all federally funded programs and internal service funds so that central service support will be properly allocated.

5. **Conduct department interviews.**

   Meet with and interview each central service department to determine the allowable expenditures, services provided, direct billings, personnel providing the services, the recipients of the provided services, and appropriate statistical information for allocations. The goal is to structure new cost allocation plan in a way that accurately and fairly reflects current City operations. We will also interview the Engineering Department at this point and start the ICRP development process.

6. **Divide central service departments into functions.**

   Divide the allowable costs in each central service department into functions. Functions represent distinct activities within a department.

   Using information gathered in Task 5, Personnel Staffing Analysis (PSA) worksheets to assist in dividing departments into functions will be completed. The PSA provides a defensible basis for the distribution of department costs into department functions.

   Determine and divide departments into functions based on timesheets, assignments, activities, or other allowed methods. Once staff members and their corresponding salaries are distributed into functions, other department costs such as materials and supplies will also be distributed into the same functions. This task breaks a department into functional cost pools, which can then be allocated throughout the City using meaningful, measurable, and auditable allocation bases.

7. **Distribute central service department costs into functions.**

   Distribute the allowable costs in each central service department, and the incoming costs into each central service department, into the functions determined in Task 6. Incoming costs are the costs from other central service departments determined by a double step-down calculation. The distribution of allowable department costs and incoming costs will determine the total cost of providing each distinct service within each central service department.

   This step utilizes a feature in the MGT proprietary cost allocation software not available in most other cost allocation plan software. The MGT proprietary cost allocation software has the ability to analyze, display, and allocate the indirect costs of each central service department in great detail. This detail facilitates review, explanation, and understanding of incoming costs which leads to reduced errors, fewer reruns of reports, and the ultimate acceptance and approval of the cost allocation plan.

8. **Develop allocation bases for central service department functions.**

   Determine an appropriate allocation base for each function in each central service department. This determination will serve as the basis for allocating the allowable costs in each function to the recipients of the service. Project consultants will request corresponding transaction or other statistical data from central service department personnel.

   Central service departments will allocate costs to all City funds that benefit from their services. This allocation methodology ensures the most fair and accurate distribution of costs as opposed to a methodology that singles out particular departments or funds for maximum allocation.

   The Engineering ICRP will be prepared and formalized at this stage as well.

9. Process draft cost allocation plan.

Process the draft cost allocation plan using the MGT proprietary cost allocation software. The cost allocation plan will include both summary and detail reports. The summary report in each cost allocation plan provides information on the dollar amounts allocated from each central service department to every receiving department. The detailed reports in the cost allocation plan provide information on the expenditures, allowable costs, incoming costs, personnel distribution, functions, and allocation bases for every central service department.

10. Conduct internal review of the draft cost allocation plan & ICRP

The project director and the project manager will perform an internal review process to raise the accuracy of the cost allocation plan to ensure City personnel do not waste time reviewing substandard or incomplete work.

Three quality assurance measures are followed within every engagement. The project manager will perform the **first measure**. This consultant will maintain a high level of communication with City personnel. Examples of communication include monthly status reports, review of documents, and submittal of preliminary results. This proactive communication ensures assumptions are correct, decisions are sound, and final results are solid.

The **second measure** is jointly undertaken between the project manager and the project director. Similar to the first quality assurance measure, the project manager maintains a high level of communication with the project director. Assumptions are tested, issues discussed, and methods agreed to before and during the project, not following completion.

The **third and most formal measure** is a comprehensive review of the draft cost allocation plans by an additional MGT consultant – our Quality Assurance officer. This experienced consultant, although not directly involved in the project, has a fresher perspective of the project than does the project manager and project consultants. This perspective incorporates knowledge from dozens of similar projects.

This perspective and review forces the project manager and project consultant to defend project decisions. As a result, the cost allocation plan is strengthened, and a greater audit strategy is prepared in advance of final submittal to the City.

11. Provide draft cost allocation plan.

Present the cost allocation plan to City personnel for their review and approval. This step is an opportunity to review preliminary results, address questions or concerns, and make changes as necessary. Task 10 will ensure City staff review quality draft results and are not spend time editing and correcting substandard work.

The MGT cost allocation software produces a set of management reports that provide invaluable management information, as well as compare cost allocations across years to our multi-year clients. The management reports include:

- Reconciliation of expenditure and allocation data.
- Comparison of plan inputs – expenditures, direct billings and allocation statistics – for each function within each central service department.

- Comparison of summary allocation results.
  - Including variance thresholds to be set both by percentage and total dollars.
  - For allocation result variances beyond the set variance threshold, the management reports create an additional sub-report that identify the variances on a more detailed basis.
- Unit cost summary for each function that will display the City's full cost of providing each central service function.
  - Examples include the cost of providing a paycheck, the cost of processing an accounts payable transaction and the cost to provide building maintenance services on a per-square-foot basis.
- Matrix of cross allocations among all central service departments.

The proprietary management reports serve **two primary functions. First**, they provide a concise summarization of the plan structure, methods of allocation, costs allocated, and allocation units that simplifies the review of the cost allocation plan. This summary of inputs and methods allows the City to quickly identify any changes to plan structure or methodology, and to confirm that all expenditure and allocation unit data has been updated and reconciles with the City's financial data and other reports. **Second**, the automatically generated variance reports provide instant feedback on any material changes in results from year-to-year, and identify what the causes (whether it be cost or activity based) of each variance.

In all, the MGT series of management reports provide a significantly simplified view of the cost allocation plan data components, as well as a more detailed analysis of the allocation results and comparisons. Combined with the detailed double-step cost allocation plan, the reports provided by MGT to the City are the most comprehensive set of reports available from any cost allocation firm.

12. Process final cost allocation plan.

Process the final cost allocation plan after addressing issues or concerns raised in Task 11.

13. Provide final cost allocation plan and ICRP in paper and electronic format.

Provide one printed original unbound copy, three (3) printed and bound copies, and one electronic copy (Excel or Adobe PDF file) on CD-ROM of the each final report following confirmation that the work is final by the City's project manager. Additionally, project consultants will provide electronic copies (Excel or Adobe PDF files) of summary schedules, variance analyses, and management reports as requested. All MGT work papers are also available upon request.

14. Present results of cost allocation plan & ICRP.

Conduct a presentation/training session with City personnel (both allocating and receiving departments) to explain the cost allocation process, the calculation methods, the reasons for the plan and other related issues The goal of this presentation is to increase the understanding of the cost allocation process across all City departments.

15. Negotiate cost allocation plan & ICRP, Respond to audit inquiries.

Negotiate the OMB A-87 cost allocation plan with the City's federal cognizant agency, as may be required. MGT consultants will resolve audit issues; provide answers and supporting documentation in response to federal and/or state and/or other appropriate agency audit inquiries for a period of five years after the approval of each OMB A-87 cost allocation plan.

MGT will assist the City to submit the Engineering ICRP to Cal Trans and provide up to 40 hours of negotiation assistance to the City. It is rare that more time would be required, but if it is, we will evaluate the situation and discuss a solution with the City to ensure full coverage.

16. Provide guidance and training.

Provide on a continuous basis to provide additional assistance to City staff that has specific questions about the cost allocation plan process, methodology, and application of results.

17. Identify additional uses for the cost allocation plan.

Research and identify additional uses for the management and financial data included in the completed cost allocation plan including unit cost calculations.

18. Prepare a project recap memo.

Prepare a cost allocation plan recap memo. This memo will include comments and input from City personnel to review regarding the just-completed cost allocation plans. This memo will provide an opportunity for timely feedback on aspects of the cost allocation plan project that went well and aspects of the project that need improvement.

Assistance from City Personnel

Ideally the City will designate a project manager to serve as a liaison between the City and the project team. The City's project manager will provide institutional knowledge to the project team, provide centralized data such as expenditure and salary reports, and schedule initial meetings with the various departments. The time requirement for this individual is minimal.

In addition to the City's project manager, the project will request a department liaison from each allocating, or support, department. Ideally, these department liaisons will be familiar with the operations and personnel within the department they represent. The time requirement for these individuals is minimal.

Based on our proven project approach and methodology we estimate that City personnel should spend no more than two to four hours on the project, with the exception of the City's project manager. This person's time is totally dependent on the amount of involvement in the project he/she wishes to devote to it. That individual might want to participate in all section interviews, selected interviews, or none of the interviews (acting purely in a coordinative function). Or, this individual may want minimal participation and desire a turnkey engagement. Either level of participation is acceptable and will lead to the same successful completion of the project.

Knowledge Transfer

Project training will be a combination of formal and informal training sessions plus the on-going post-project support provided by the project team.

Formal Training

Two formal training sessions are proposed and scheduled in the work plan.

The first is Task 2 and is session designed as an overview of the entire project. All topics from methodologies to applications will be presented at a level applicable to Accounting and Budget personnel as well as department directors, managers and City executives.

- The primary objectives for this session are to provide City personnel a broad overview of the project, an understanding of how the project is used within the City and how the project interfaces with all attendees.

The second formal training session is Task 16. This session will be customized to the unique needs and desires of City personnel. Most likely this session will be more technical in nature than the training in task 2 and also most likely designed for Accounting and Budget personnel.

- The primary objectives for this session is to provide City personnel heightened understanding and skills necessary to interpret the project results, apply the project results and respond to basic requests and questions. If requested, this session could also include material on updating the project deliverables in future years.

Informal Training

Frequent informal training sessions are embedded within the work plan. These sessions will take place at the request of City personnel. Tasks 3-7, 11, 14 and 17 can be easily expanded so that the project team and City personnel have deliberate dialogue and exchanges designed to transfer understanding and knowledge from the project team to City personnel. These exchanges can be as simple as City personnel accompanying the project team on these tasks or as detailed as City personnel interviewing the project team during and following each task to create a log or document of activities and reasons for competing those activities.

We pride ourselves on our ability to work with clients in providing them with as much technical information about cost plan design and uses as the client wishes to absorb. We are happy to have as many client staff directly participate in every step of the process to the degree they desire.

References

Specific Client References

Culver City, CA	Mr. Nick Kimball, Sr. Mgt Analyst 9770 Culver Blvd., Culver City, California 90232, Phone: 310.253.6053 e-mail: nick.kimball@culverCity.org *Work Performed: Cost allocation plan and user fee study.*
City of Anaheim, CA	Ms. Jennifer Sorenson, Senior Management Analyst 200 South Anaheim Blvd, CA 92805 Phone: 714.765.5100 x5418 e-mail: jsorenson@anaheim.net *Work Performed: Cost allocation plans*
Marin County, CA	Al Kruse, Department of Finance 3501 Civic Center Drive San Rafael, CA 94903 Phone: 415.499.6178 akruse@co.marin.ca.us *Work Performed: Cost allocation plans and indirect cost rates*
City of Sacramento, CA	Marian Fahy, Senior Budget Analyst Department of Finance Phone: 916-808-5077 mfahy@cityofsacramento.org *Work Performed: Cost allocation plans and indirect cost rates*
City of Bainbridge Island, WA	Elray Konkel, Finance Director 280 Madison Ave, North Bainbridge Island, WA Phone: 206-780-8619 ekonkel@ci.bainbridge-isl.wa.us *Work Performed: Cost allocation plans and indirect cost rates*

Fee Proposal

The fee for this project will be a flat $17,000, which will be comprised of $12,000 for the cost allocation plan and another $5,000 for the engineering ICRP.

SERVICE	PROPOSED FEE
Cost Allocation Plan *(OMB A-87)*	$12,000
Engineering ICRP *(includes up to 40 hours of negotiations with CalTrans)*	$5,000

Our traditional method of billing for these types of analyses is on a milestone basis. We propose the following invoicing arrangement:

- Completion of data collection interviews – 30%
- Delivery of draft cost allocation plan or ICRP – 40%
- Delivery of final reports – 25%
- Completion of all services – 5%

If the City would like to discuss alternative billing methods, we are more than happy to consider other options.

Project Deliverables

The City will annually receive the following project deliverables.

- Meetings, workshops, interviews, and presentations in Turlock related to the cost allocation plans and supplemental services and assistance identifying programs or activities with Federal and/or State indirect cost reimbursement opportunities.
- Draft OMB A-87 central services cost allocation plan using a double step-down allocation methodology.
- Final OMB A-87 cost allocation plan using a double step-down allocation methodology.
- Identification of opportunities to recover indirect costs from Federal and/or State resources through interviews, meetings, questionnaires and review of the City's revenue reports.
- Three printed and bound copies, and one electronic copy (PDF and or Excel) of the final cost allocation plans.

- Three printed and bound copies, and one electronic copy (PDF and or Excel) of the final Engineering ICRP.
- Assistance to City staff to submit the OMB A-87 cost allocation plan to the state and federal agencies for review.
- Assistance to City staff to submit and negotiate Engineering ICRP with Cal Trans (includes up to 40 hours of negotiation).
- A cost allocation training session at project commencement. This session is designed to provide guidance and assistance to City personnel to ensure full understanding of the methodologies employed in the development of the cost allocation plan and indirect cost rates including all aspects of the development of the cost allocation plans and rate computations.
- A comprehensive review and training session of the draft cost allocation plans. This session will include specific data and examples drawn from the draft cost allocation plan and indirect cost rates.
- Development of strategies and procedures to be used by City personnel that will optimize potential indirect cost recovery.
- Assistance to City personnel to integrate the cost allocation plan data into ongoing City operations.
- Negotiation and defense of the cost allocation plans and indirect cost rates with the appropriate federal and/or state and/other authorities and/or auditors if such negotiations and/or defense are requested.
- Ongoing training, guidance, and assistance to City personnel to ensure full understanding of the methodologies employed in the development of the plans and the indirect cost rates.
- Assistance to identify additional uses of the cost allocation plans.
- Formal project status reports at intervals requested by City personnel (at least monthly).
- A formal project recap report. This report will include:
  - Comments from City personnel involved in the project including comments from a mid-project quality assurance survey.
  - Aspects of the cost allocation plan project that went well.
  - Aspects of the project that need improvement.
  - Areas of emphasis for the future.

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Council Synopsis

July 23, 2013

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

2. DISCUSSION OF ISSUE:

Section 50055 of the California Government Code allows for unclaimed checks of less than $15 or unclaimed checks of any amount if the depositor's name is unknown to become the property of the local agency after a period of one (1) year without the necessity of publication of a notice in a newspaper.

3. BASIS FOR RECOMMENDATION:

Staff has reviewed all outstanding checks and has determined that the checks on the attached list meets this criteria.

Strategic Plan Initiative: A. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact $31.16
Amount will increase revenue in 420-52-550.37050 "Unclaimed Property" - $31.16.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

There is not acceptable alternative. Leaving these unclaimed checks on the books as outstanding ties up City funds unnecessarily.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE RELEASE OF UNCLAIMED CHECKS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 50055 TO THE CITY OF TURLOCK	**RESOLUTION NO. 2013-**

WHEREAS, Section 50055 of the California Government Code allows for unclaimed checks of less than $15 or any amount if the depositor's name is unknown to become the property of the local agency after a period of one (1) year without the necessity of publication of a notice in a newspaper; and

WHEREAS, each of the checks listed on the attached summary meets this criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby transfer the unclaimed checks on the attached list in the total amount of $31.16 to the City of Turlock's Funds upon which the original checks were drawn in accordance with Section 50055 of the California Government Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Unclaimed Checks Under $15

Report As Of Date: 6/27/2013

Number	Date	Status	Source	Payee Name	Paying Fund	Transaction Amount
83974	05/16/2011	Open	Utility	AZIZ, ROBERT	420	$10.00
86627	12/14/2011	Open	Utility	SHAW, ELIZABETH	420	$11.16
87655	03/06/2012	Open	Utility	BENNETT, ROBERT	420	$10.00
						$31.16

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Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Designating Vice Mayor Bill DeHart as the voting delegate and Councilmember Steven Nascimento as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 20, 2013, in Sacramento, California

2. DISCUSSION OF ISSUE:

Each year, the City is requested to designate a voting delegate and up to two alternate voting delegates for the League of California Cities Annual Meeting. This year the meeting will be held September 18-20, 2013, in Sacramento, California. Vice Mayor DeHart and Councilmember Nascimento will be attending the meeting and staff recommends Vice Mayor DeHart be designated as the City's voting delegate and Councilmember Nascimento be designated as the City's alternate voting delegate at the League of California Cities 2012 Annual Business Meeting to be held on Friday, September 20, 2013, in Sacramento.

3. BASIS FOR RECOMMENDATION:

A) League of California Cities' bylaws require that a city's voting delegate and up to two alternates must be designated by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

B) Designating a voting delegate for the meeting will provide the City of Turlock with a voice in the annual business meeting.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No additional impact to adopted 2013/2014 budget. The City Council has budgeted for attendance at this Conference and this action only designates a member to vote on behalf of the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. The City Council may decide to not have a voting delegate at the annual meeting. This action is not recommended because it would remove the City's voice at the League's Annual Business Meeting.

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

RECEIVED
MAY 8 2013
City of Turlock
Administrative Services

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

over

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures
2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: TURLOCK

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: BILL DEHART

Title: VICE MAYOR

2. VOTING DELEGATE - ALTERNATE

Name: STEVEN NASCIMENTO

Title: COUNCIL MEMBER

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247

5V

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain Health Insurance, including dental and vision coverage for Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

Health Insurance: The City uses a combination of self-insurance and reinsurance for health, dental and vision coverage. The City has been covering the first $130,000 of medical claims per incident, per insured individual, per plan year. Reinsurance covers all the claims above this level per individual per year.

To continue with the same Specific Stop Loss deductible ($130,000), the premium would increase by $135,451, (9%) for the FY 2013-14. By accepting the $130,000 level of coverage, the City of Turlock takes no further financial risk above what we have now per claim. However, Staff is recommending an increase in the re-insurance specific stop loss deductible to $140,000 per individual. This will be an increase of $35,319 annually (2.3%). Blended with all other fixed cost (administration, PPO, medical management, etc.), the increase equates to $72,243 annually (4.5%).

Note: our third party administrator, Combined Benefits Administrators, and our broker, Winton-Ireland Insurance Agency, Inc., waived the FY 2012-13 NBD network access fee and the Hines medical management fee. These two entities paid these fees on behalf of the City of Turlock. However, in FY 2013-14, these fees are now reinstated and the responsibility of the City of Turlock. This fee payment was in effect based on a 12-month performance guarantee by CBA and Winton-Ireland.

Note on specific reinsurance coverage: in June 2013, the City of Turlock moved to Networks by Design for network services. They have performed as they promised and the City realized strong savings this past FY. The renewal of the specific stop loss coverage is based on how well the City's claims are performing, and also known and unknown claims, network penetration, network

performance, etc. Although we are seeing an increase on our specific insurance premium, three known claims are ongoing and could lead to additional funding in 2013-14. Without the strong NBD discounts, this increase could have been more.

We will continue to review our claims to insure that we are in line with our budget and that we are continuing to see savings based on the medical management process and service discounts with NBD. This is done through an active partnership with our employees, our Human Resource Department, Winton-Ireland Insurance Agency, Inc., and CBA.

Recommend continuation of self-insured plan including health, prescription, dental, and vision and increasing the Specific Stop Loss Deductible to $140,000 with the following insurance companies:

Third Party Administrator	Combined Benefits Administrators
Specific Reinsurance	Symetra
Aggregate Reinsurance	Symetra
PPO Network	Networks by Design (NBD)
Dental	Delta Dental Premier Network[1]
Vision	Vision Service Plan (VSP)[1]

The projected cost of Medical, Dental, and Vision insurance based on past claims experience is $1,573 per employee per month (fixed costs plus all claims less specific reimbursement). We anticipate this number will continue to decrease through the next FY due to NBD network efficiencies, less expected reinsurance claims, and the implementation of a wellness program.

Life Insurance[1]: The City is insured with The Hartford for life insurance and our policy renewal date has been delayed until September 1, 2013. This policy cacaluation is salary x 1.5 + $5,000, with a cap of $500,000. More information will follow on the renewal of this policy at next month's City Council meeting.

Long Term Disability Insurance[1]: The City is insured with Hartford for long-term disability coverage and our policy renewal date has been delayed until September 1, 2013. The Hartford's maximum monthly benefit is $10,000. More information will follow on the renewal of this policy at next month's City Council meeting.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At budget adoption for FY 2013-14, the health plan costs were budgeted and adopted at $6,243,038, a decrease of $1,378,931 from the FY 2012-13 amended budget of $7,621,969. We will monitor claims and premiums on a monthly basis throughout the year and bring recommended adjustments with quarterly reports to Council.

Life Insurance: No change until September 2013.

Long Term Disability Insurance: No change until September 2013.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The chart below displays a comparison of specific stop loss deductibles, ranging from the current $130,000 stop loss to options of $140,000, and $150,000. All figures are listed on an annual basis.

	Current Stop Loss Deductible $130,000	Renewal Stop Loss Deductible $130,000	Recommended Stop Loss Deductible $140,000	Alternative Stop Loss Deductible $150,000
Premium	$1,504,911	$1,640,362	$1,540,130	$1,442,017
Fixed Cost	$86,169	$122,088	$123,193	$123,193
Total	**$1,591,080**	**$1,762,450**	**$1,663,323**	**$1,565,210**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO CONTRACTS TO MAINTAIN HEALTH INSURANCE, INCLUDING DENTAL AND VISION COVERAGE FOR FISCAL YEAR 2013-14	**RESOLUTION NO. 2013**

WHEREAS, the City of Turlock provides Health Insurance benefit coverage for regular full time employees including Dental and Vision Coverage; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

a) HEALTH INSURANCE: Combined Benefits Administration as Third Party Administrator to maintain the self-funded PPO Plan, Symetra to provide reinsurance coverage for medical and Rx, Delta Dental to administer the self-funded dental plan, and VSP to administer the self-funded Vision Plan

b) LIFE INSURANCE: No change until September 2013

c) LONG TERM DISABILITY: No change until September 2013

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to provide insurance coverage for Health, including Dental and Vision Coverage for Fiscal Year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5W

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2013-14 and appropriating $4,786 to account number 512-10-152.43100_004 "Insurance Employment Practices Liability" from Fund 512 "Casualty Insurance" reserve balance

2. DISCUSSION OF ISSUE:

Type of Coverage – Employment Practices Liability Insurance

Insurer – Lloyds of London

Self-Insured Retention (Deductible) - $50,000

Maximum Liability Limit Per Claim, Per Aggregate - $1,000,000

Additional Defense Coverage - $1,000,000

The policy period is July 1, 2013 to July 1, 2014, with an annual premium in the amount of $74,786. This policy provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims.

Cases against employers are on the rise. It is estimated that three out of five firms will be sued by an employee. Companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Appropriate $4,786 to account number 512-10-152.43100_004 "Insurance Employment Practices Liability" from Fund 512 "Casualty Insurance" reserve balance for FY 2013/14 premiums.

5. CITY MANAGER'S COMMENTS:

Recommend renewing current policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to renew Employment Practices Liability Insurance coverage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO CONTRACTS TO MAINTAIN INSURANCE COVERAGE FOR EMPLOYMENT PRACTICES LIABILITY INSURANCE FOR FISCAL YEAR 2013-14 AND APPROPRIATING $4,786 TO 512-10-152.43100_004 "INSURANCE EMPLOYMENT PRACTICES LIABILITY" FROM FUND 512 "CASUALTY INSURANCE" RESERVE BALANCE	**RESOLUTION NO. 2013-**

WHEREAS, Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims; and

WHEREAS, the City recommends City Council approval to enter into a contract with the following insurer and insurance policy provisions:

Type of Coverage – Employment Practices Liability Insurance
Insurer – Lloyds of London
Self-Insured Retention (Deductible) - $50,000
Maximum Liability Limit Per Claim, Per Aggregate - $1,000,000
Additional Defense Coverage - $1,000,000

WHEREAS, it is estimated that three out of five firms will be sued by an employee and companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into a contracts to provide insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5X

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

Property Insurance:

Recommend current insurer: Travelers Property Casualty Insurance Company (A.M. BEST, Rated A+ Superior)

Provides for both property and auto physical damage coverage, including high-value vehicles over $25,000. The expiring year's premium is $130,972, with a total insured limit of $85,600,000. The renewal premium is $138,539, at a total insured limit of $86,180,000, a 5% increase over last year due to the increase property values and industry rate adjustment. We have retained the $500,000 coverage for a temporary location and retained the deductible on Contractors Equipment at $2,500 per occurrence on those items under $25,000. Also included again this year is a policy that reduces the vehicle deductible per incident to $10,000 on all vehicles, with the exception of those that have a singular value in excess of $100,000. Higher value vehicles will retain the existing $25,000 deductible for those between the values of $100,000 - $200,000 and for those vehicles over $200,000 we will retain the $50,000 deductible. This flexible deductible approach has benefited the City.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All expenses were included in the adopted budget for Fiscal Year 2013-14.

5. CITY MANAGER'S COMMENTS:

Insurance is reviewed on an ongoing basis as property is added to or deleted from the City of Turlock. Recommend continuance of current policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

There were no other companies interested in quoting our property insurance due to the low premium already provided by Travelers Insurance or companies couldn't match the coverage form.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO CONTRACTS TO MAINTAIN INSURANCE COVERAGE FOR PROPERTY PROGRAMS FOR FISCAL YEAR 2013-14	**RESOLUTION NO. 2013**

WHEREAS, the City of Turlock provides insurance coverage for Property Insurance Programs; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into a contract for the following insurance program:

a) PROPERTY INSURANCE PROGRAMS: Travelers Property Casualty Insurance Company.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to maintain insurance coverage for Property Insurance Programs for Fiscal Year 2013-14.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5Y

Council Synopsis

July 23, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

The Turlock Municipal Code requires the City of Turlock to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a master official bond.

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a joint powers authority of 54 cities that currently provides us with general liability coverage for civil liabilities to persons, other than employees of the City, because of bodily injury or property damage experienced by that person.

Type of Coverage - Government Crime Policy

Insurer – National Union Fire Insurance Company of Pittsburgh, PA

Deductible - $2,500

Limit of Coverage - $1,000,000

The policy period is July 1, 2013 to July 1, 2014, with an annual premium of $2,056, plus a 5% administrative cost to the CSJVRMA, for a total premium of $2,158.80.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All expenses were included in the adopted budget for Fiscal Year 2013-14.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

Council may choose not to renew coverage through CSJVRMA.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT TO MAINTAIN INSURANCE COVERAGE FOR CRIME SHIELD COVERAGE FOR FISCAL YEAR 2013-14	**RESOLUTION NO. 2013-**

WHEREAS, the City of Turlock is required to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a Master official bond; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council's approval to enter in to a contract for the following insurance program:

a) Government Crime Policy

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute a contract to provide Crime Shield Coverage for Fiscal Year 2013-14 with the Central San Joaquin Valley Risk Management Authority.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

52

LAW OFFICE OF SANJAY S. SCHMIDT
ATTORNEY AT LAW
1686 SECOND ST., SUITE 219
LIVERMORE, CA 94550
sanjay.schmidt@gmail.com
(925) 215-7733 [Office]
(925) 455-2486 [Facsimile]

June 19, 2013

VIA U.S. MAIL and FACSIMILE

RE: CLAIM AGAINST THE CITY OF TURLOCK
(Gov. Code, § 910 et seq.)

City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668

Dear Madame or Sir:

Notice is hereby given of a potential claim by Mr. Gevargiz Shansoff, 745 Helen Drive, Turlock, CA 95382, against the City of Turlock.

Notices pertaining to Mr. Shansoff's claim are to be sent to the Law Office of Sanjay S. Schmidt, 1686 Second St., Suite 219, Livermore, California 94550.

The date, place, and other circumstances giving rise to this claim are as follows:

a. On or about December 22, 2012, Mr. Shansoff was detained, handcuffed, arrested, and taken into custody for allegedly failing to complete his two-day jail sentence/alternative work project in Case No. 1435043; in actuality, Mr. Shansoff had in fact completed the sentence. Mr. Shansoff had completed two days of the Alternative Work Project ("AWP") at the Stanislaus County Fairgrounds as required.

b. This claim could give rise to state law causes of action under the following principles/legal theories:

   i. Violation(s) of California Constitution, Article I, section 13;
   ii. Violation of Due Process under the California Constitution (Article I, section 7);
   iii. Civil Rights violations under California law, including under Civil Code section 52.1 et seq. (the "Bane Act");

iv. Negligence;
v. False Imprisonment;
vi. Assault & Battery;
vii. Negligent Hiring/Supervision/Retention;
viii. Intentional Infliction of Emotional Distress; and,
ix. Any and all other causes of action reasonably inferable from the facts and circumstances of the case.

A general description of the damages, as far as they are known at the time this claim is being presented, includes, but is not limited to, the following:

a. All Special and General Damages;
    a. Out of pocket expenses; Loss of Liberty; Loss of Wages; Loss of Enjoyment of Life; Emotional distress and all related damages.

At the time this claim is being presented, all of the names of the Turlock employees whose potentially tortious and constitutionally violative conduct gave rise to this claim are not known.[1] However, the employees could include, but may not be limited to, Ofc. Neil Cervenka and any other public employees that may have caused the incident.

This claim would not be a limited civil case because the amount claimed exceeds $25,000.

If you require clarification or supplemental information regarding the foregoing claim information in order to process, file, and consider this claim, please provide notification by U.S. Mail or telephone to the address and/or phone number above, at your earliest opportunity. It will be assumed that no additional information is needed, if no such notification is provided. Thank you for your time and attention to this matter.

Sincerely,

Sanjay S. Schmidt
Attorney at Law

[1] The City of Turlock will be presumed to be on constructive notice of this claim as it relates to any employees not expressly listed herein, since the City has direct access and control to the relevant documentation concerning the incident underlying this claim, including the names of the employees that were responsible for causing the detention, arrest, and incarceration of Mr. Shansoff.

CLAIM FORM

(Please type or print)

5AA

RECEIVED
JUN 24 2013
Office of the City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock Water Department
(Name of Entity)

Claimant's name: Roger Haney / River Bluff Est. INC.

SS#: [redacted] DOB: 10-8-34 Gender: Male ✓ Female ___

Claimant's address: 1442 ST. FRANCIS Ave Modesto, Ca 95356

Claimant's Telephone Number(s): 209 545-0919 cell 209 552-1677

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: Un Known

Date injuries, damages, or losses were discovered: 4-25-2013

Location of incident/accident: 1317 Colorado Ave Turlock Ca 95380

What did entity or employee do to cause this loss, damage, or injury? water main feeding 1317 Colorado Ave Plaza Apartments ruptured prior To meter
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? ___

What specific injuries, damages, or losses did claimant receive? Side walk in front of 1317 Colorado Ave caved in Howing side walk To sink
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $2,100.63

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Contractors invoice

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 6-12-2013 Signature: Roger Haney

If signed by representative:

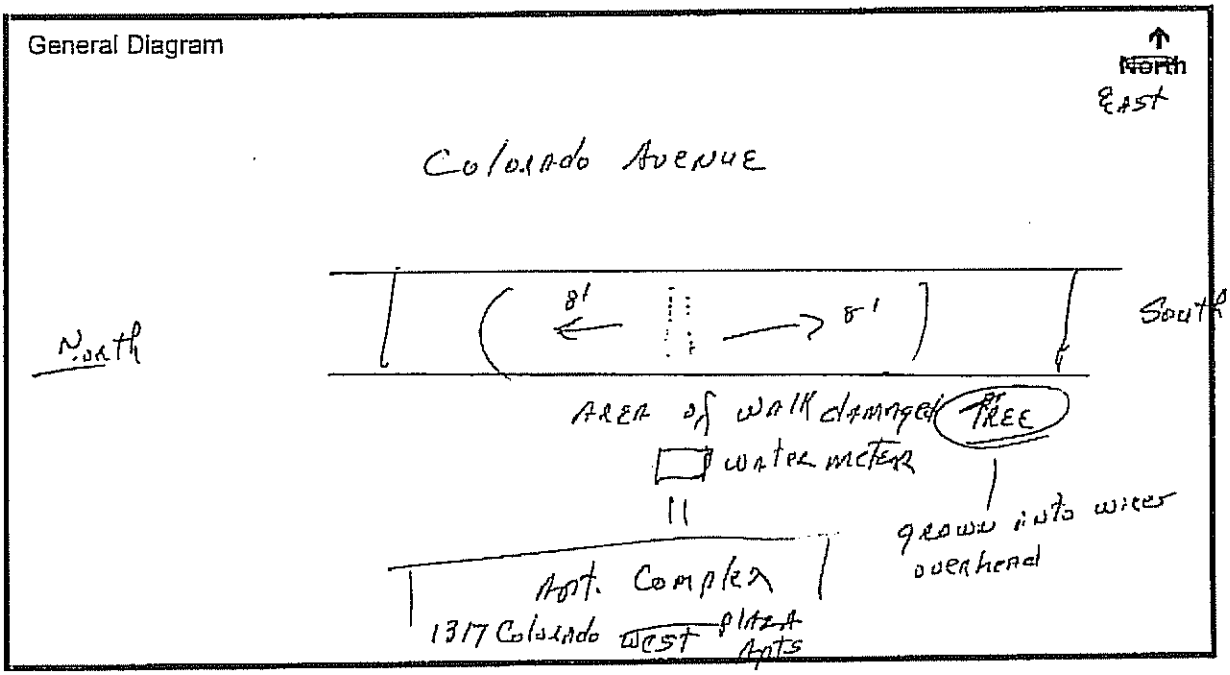
Print Representative's Name ___ Telephone ___

Address ___

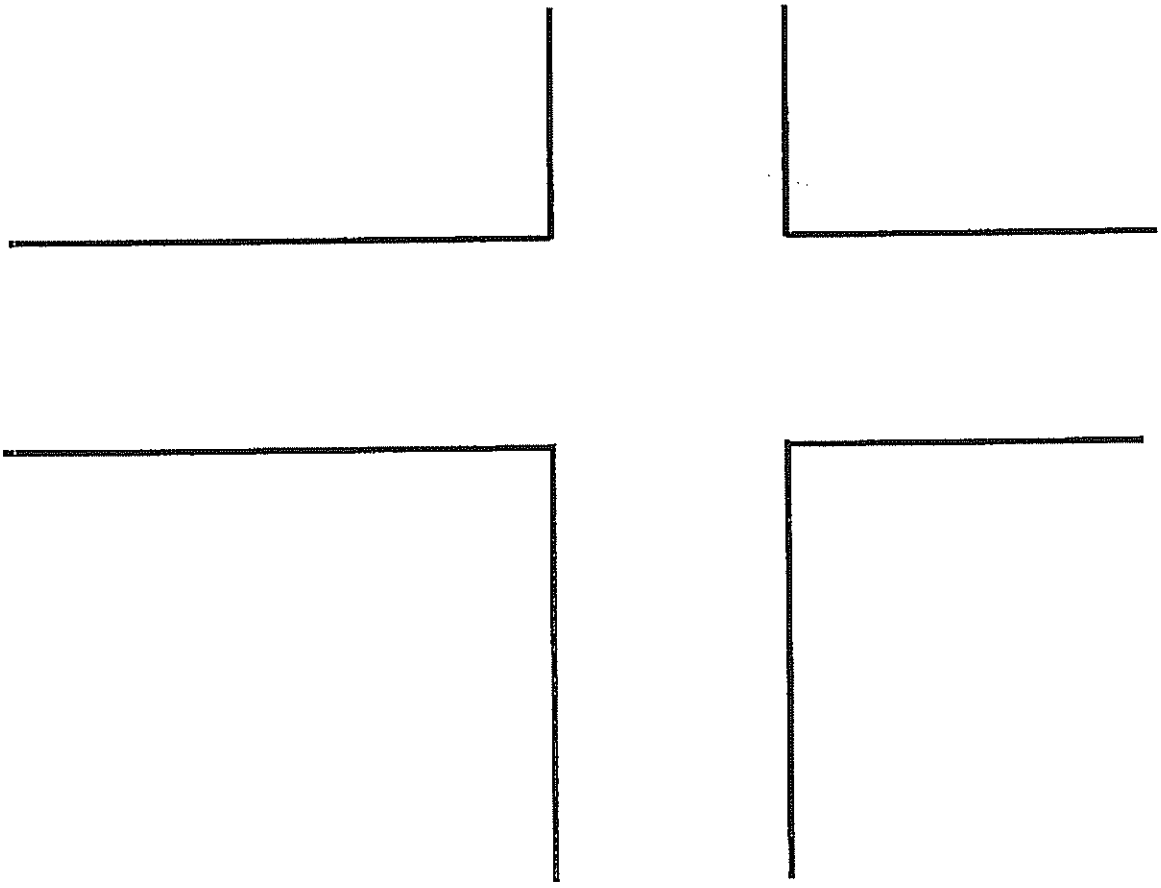
Relationship to Claimant ___

DIAGRAMS

General Diagram



Street Incidents



CONSTRUCTION
CONTRACTORS LICENSE # 834386
P.O. BOX 2593
TURLOCK, CA 95381
(209) 634-1578

Invoice

Date	Invoice #
5/29/2013	1404

Job:

Roger Haney
1442 st Francis
Modesto, CA 95356

P.O. No.	Terms	Due Date	Rep
	Net 10 days	6/14/2013	

Qty	Description	Rate	Amount
	Replace Sidewalk	1,650.00	1,650.00
	cut down and remove tree	175.00	175.00
	City of Turlock Encroachment permit	275.63	275.63
	started 5/29/13 finished 6/5/13		

Paid by River Bluff Plaza Apts.
6-12-2013

THANK YOU FOR YOUR BUSINESS. YOUR PROMPT PAYMENT IS APPRECIATED!

Total $2,100.63

5AB

RECEIVED

JUL 08 2013

City of Turlock
Administrative Services

CLAIM FORM

(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Kenneth Freeney

SS#: _____ DOB: 10-29-56 Gender: Male X Female ___

Claimant's address: 439 S. Thor st

Claimant's Telephone Number(s): 209-818-7791

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 6-22-13

Date injuries, damages, or losses were discovered: 6-22-13

Location of incident/accident: Falkner betwe Tully & Golden State

What did entity or employee do to cause this loss, damage, or injury? no Signs posted for the work that was being done on the man holes
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Turlock ROAD CREW

What specific injuries, damages, or losses did claimant receive? My front Passenger Side of my 2008 Catalac Rim is bent
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : 1,700

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? HERE is an Itemize Estiment from Countside tire & Break Atached
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: _____ Signature: _____

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

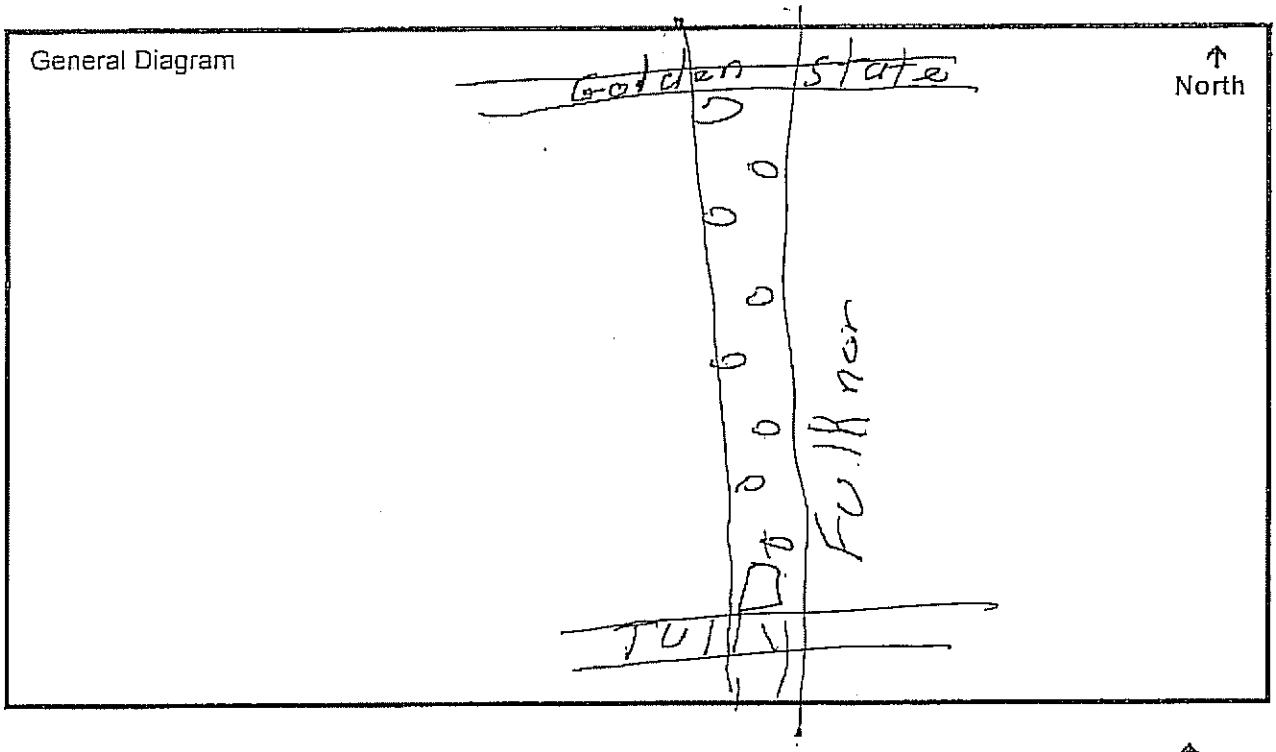
Relationship to Claimant _____

And I ran into one and danges my rim
ommy car and mybe something else

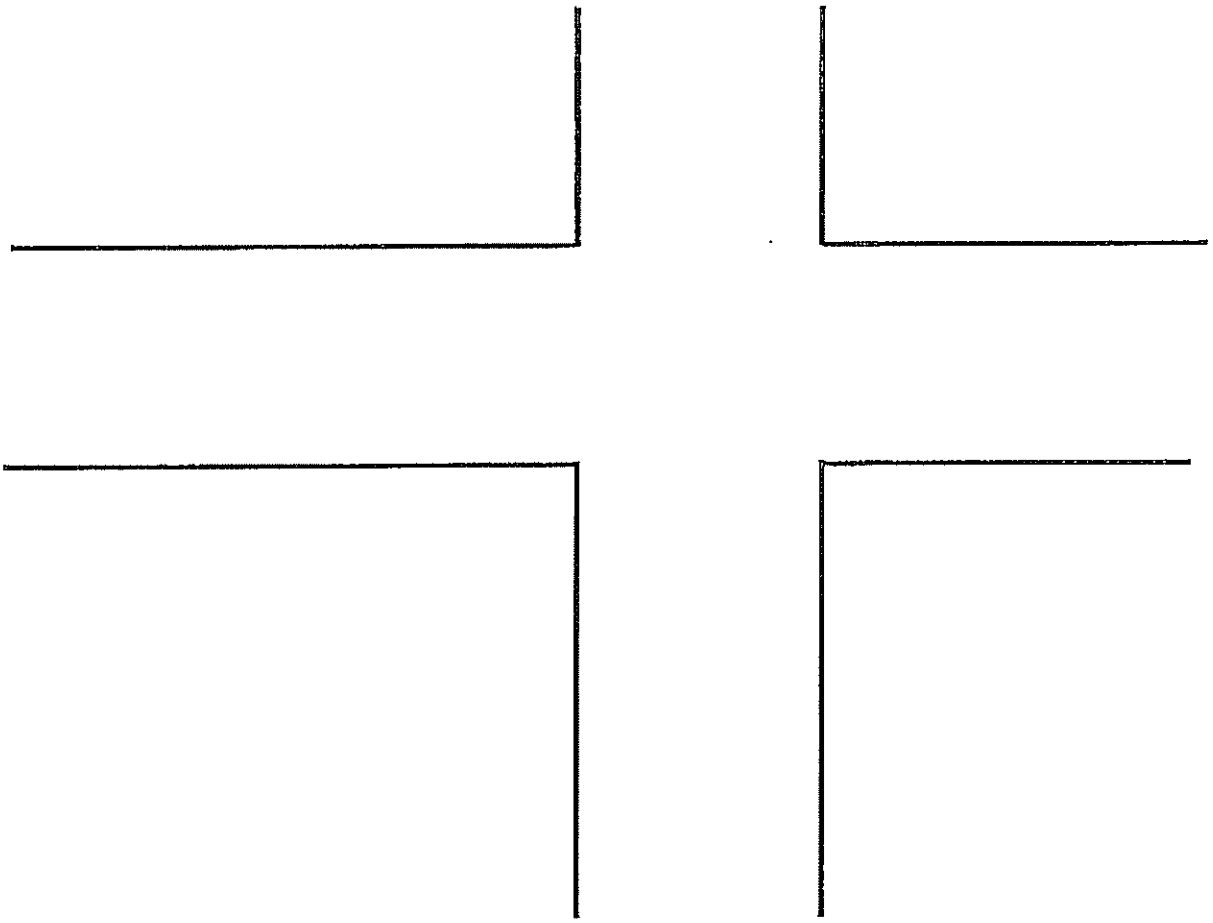
Add my car is out of Alinement. And I
Cant fined Another Rim to match the set
That I have. And I will have to get A whole
nother set.

DIAGRAMS

General Diagram



Street Incidents



COUNTRYSIDE
TIRE & BRAKE, INC.
1620 Countryside Lane
Turlock, CA 95380
209-669-2700

Balswick's • Since 1945
BAR# ARD196502

INVOICE DATE	CUST. NO.	ORDER NO.	PAGE	INVOICE NO.
06/24/13	4	267435	1	

License:4ZIJ689
2003 CADILLAC CTS

SOLD TO

KENNETH FREENEY
439 S THOR ST
TURLOCK, CA 95380

SHIP TO

PURCHASE ORDER NO.	SALES PERSON	MAIN PHONE	OTHER PHONE	SHIP VIA
		209-818-7791		

Quote
VIN:1G6DM57N630123930

ITEM NO.	DESCRIPTION	QTY. ORDERED	QTY. SHIPPED	F.E.T.	PRICE	NET EXTENSION
	*GET ESTIMATE ON FRONT END REPAIRS.					
	*CUST HIT LARGE POTHOLE AND BENT					
	*WHEEL AND POSSIBLE OTHER PARTS.					
MISCP	20" DEVINO DV823 WHEEL	1	1		275.00	275.00
TR401	BALANCE REGULAR	1.00	1.00		15.00	15.00
VSP	VALVE STEM PASSENGER	1	1		3.50	3.50
TR201	TIRE CHANGE PASSENGER	1.00	1.00		12.50	12.50
ALN4CS	FOUR WHEEL ALIGNMENT	1.00	1.00		89.00	89.00

REGISTER FOR DISCOUNTS AT
CountrysideTire.com
Balswick's • Since 1945

DO NOT PAY. THIS IS A QUOTE.

NET 10th.
TIRE PRESSURE
LF____ RF____
LR____ RR____

SubTot Parts	278.50
SubTot Labor	116.50
Tax 7.625%	21.25
Inv Total	416.25

I ☐ DO ☐ DO NOT WANT REPLACED PARTS

I ACKNOWLEDGE THAT I HAVE RECEIVED A WRITTEN STATEMENT OF THE RECOMMENDED REPAIRS, SERVICE, LABOR AND MERCHANDISE AND HAVE APPROVED THE WORK TO BE COMPLETED. I HAVE ALSO GRANTED PERMISSION TO OPERATE THE REFERENCED VEHICLE ON THE STREET FOR PURPOSES OF INSPECTION OR TESTING. I UNDERSTAND THAT ALL CLAIMS AND RETURNS MUST BE ACCOMPANIED BY THIS INVOICE. I UNDERSTAND THAT THIS FACILITY HAS THE RIGHT OF FIRST REFUSAL ON WARRANTY WORK. I UNDERSTAND THAT COUNTRYSIDE HAS THE RIGHT TO CHARGE $7.00 PER DAY STORAGE FEE FOR ANY VEHICLE LEFT OVER 24 HOURS AFTER NOTIFICATION. I UNDERSTAND COUNTRYSIDE IS NOT RESPONSIBLE FOR ANY PERSONAL ITEMS LEFT IN VEHICLE.
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER INITIALS_____

IF AUTOMOBILE IS RETURNED TO CUSTOMER BEFORE AUTHORIZED SERVICE IS PERFORMED, A DIAGNOSTIC AND HANDLING CHARGE (INCLUDING REASSEMBLING), WILL BE MADE.

CUSTOMER INITIALS_____

I ACKNOWLEDGE THAT I APPROVE AND ACCEPT ALL THE ABOVE REPAIRS, SERVICE, LABOR AND MERCHANDISE ON THIS INVOICE.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE X_____

X_____ CUSTOMER SIGNATURE

X_____ PRINT CUSTOMER NAME

REVISED ESTIMATE

PERSON CONTACTED	PERSON CONTACTED
PHONE NUMBER	PHONE NUMBER
DATE/TIME	DATE/TIME
BY	BY
AMOUNT	AMOUNT

5AC RECEIVED
JUL 09 2013
City of Turlock
Administrative Services

CITY OF TURLOCK INC. 1908

CLAIM FORM

(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: Pittman High School or City of Turlock
(Name of Entity)

Claimant's name: Nancy Murillo

SS#: [redacted] DOB: 5-16-1958 Gender: Male ___ Female ✓

Claimant's address: 3601 Chandra Court Ceres Calif. 95307

Claimant's Telephone Number(s): 209-681-2273

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: May 30 - 2013

Date injuries, damages, or losses were discovered: ___ - June 3, 2013

Location of incident/accident: side of school Kilroy Rd

What did entity or employee do to cause this loss, damage, or injury? city of Turlock notified Pitman High and there was a orange line sprayed on side walk along with stand to block area
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Pitman High school or City of Turlock

What specific injuries, damages, or losses did claimant receive? fractured fibula, 2 places loss of work wages - leg cast, cannot perform work duties. See attached
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: $4,520.00 loss of wages

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? monthly work wages $4,400.00 $120.00 gas to and from Drs - copayments $80.00 -
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: July 8-2013 Signature: Nancy Murillo

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

DIAGRAMS

General Diagram

North

I have pictures on my daughters phone

Street Incidents

North

Christopherson

Pittman High school

x sidewalk lifted up

Kilroy Rd

KAISER PERMANENTE® thrive

DOUGLAS, TROY SCOTT (DPM)
4601 Dale Road
Modesto CA 95356-9718
209-557-1000

Patient Name: Murillo,Nancy F
Encounter Date & Time: 6/4/2013 10:10 AM

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Date onset of condition:
Next Appointment Date:

Modified Activity (Applies to work and home)
This patient is placed on modified activity at work and at home from 6/5/2013 through 7/7/2013.

If modified activity is not accommodated by the employer then this patient is considered temporarily and totally disabled from their regular work for the designated time and a separate off work order is not required.

This patient has the following mobility needs, use as directed:
- Cast

Other needs and/or restrictions:
In walking cast. Need to do sit down work 30 minutes per hour. Needs to keep cast clean and dry.

This form has been electronically signed and authorized by DOUGLAS, TROY SCOTT (DPM)

This form contains your private health information that you may choose to release to another party, therefore please review for accuracy.

Activity Rx/Reports

Status
SIGNED BY: DOUGLAS, TROY S on 7/3/2013 9:41:48 AM

Recorded Data
PRINTED BY: DOUGLAS, TROY S on 7/3/2013 9:41:48 AM

DOUGLAS, TROY SCOTT (DPM)
4601 Dale Road
Modesto CA 95356-9718
209-557-1000

Patient Name: Murillo,Nancy F
Encounter Date & Time: 7/3/2013 9:10 AM

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Date onset of condition:
Next Appointment Date:

Modified Activity (Applies to work and home)
This patient is placed on modified activity at work and at home from 7/3/2013 through 7/31/2013.

If modified activity is not accommodated by the employer then this patient is considered temporarily and totally disabled from their regular work for the designated time and a separate off work order is not required.

This patient has the following mobility needs, use as directed:
- Cam walker

Other needs and/or restrictions:
Sit down work 30 minutes per hour to rest foot.

Full Duty:
The patient was evaluated and deemed able to return to work at full capacity on 8/1/2013

This form has been electronically signed and authorized by DOUGLAS, TROY SCOTT (DPM)

This form contains your private health information that you may choose to release to another party; please review for accuracy.

View & Print Work/Activity Status Form

Ms. Nancy A. Murillo
3601 Chandra Ct
Ceres, CA 95307-9309

RECEIVED
JUL 09 2013
City of Turlock
Administrative Services

SACRAMENTO CA 957
05 JUL 2013 PM 6 L

Kellie Weaver, City Clerk
City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380-5456

9538054565S

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 6, ARTICLE 2, REGARDING PARKING METER ZONES	}	**ORDINANCE NO. -CS**

WHEREAS, the City of Turlock no longer has parking meters within the city and is not planning the installation of parking meters in the future.

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

SECTION 1. REPEALED: Title 4, Chapter 6, Article 2 is hereby repealed in its entirety.

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 July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

7A

Council Synopsis

July 23, 2013

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

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Confirming diagrams, assessments and reports, and levying assessments for Fiscal Year 2013-14 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock

2. DISCUSSION OF ISSUE:

Pursuant to the Landscaping and Lighting Act of 1972 and the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Turlock directed Michael G. Pitcock, Engineer of Work for all assessment districts within the City of Turlock, to prepare and file annual reports for fiscal year 2013/2014, and will impose these annual assessments within each assessment district listed on attached Exhibits A and B. The Engineer did file an annual report for each assessment district on June 25, 2013, and the City adopted a resolution of intention to levy and collect the assessments for fiscal year 2013/2014 and set a public hearing to be held July 23, 2013 at city hall. The notice of this hearing was given in the time and manner required by law.

3. BASIS FOR RECOMMENDATION:

A) Staff recommends confirming diagrams, assessments and reports and levying assessments for fiscal year 2013/2014.

B) City will receive funds from the county tax assessor for the maintenance of city streetlights, landscaping, and streets.

Strategic Plan Initiative: F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approximately $2,500,000 in revenue to fund number 246.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council may not approve the filing. Staff does not recommend this action where as, the city can use this money for the maintenance of the streetlights, landscaping, street sweeping and the slurry of streets.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING DIAGRAMS, ASSESSMENTS AND REPORTS, AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-14 FOR ALL LIGHTING, LANDSCAPING AND STREET MAINTENANCE BENEFIT AREAS WITHIN THE CITY OF TURLOCK	**RESOLUTION NO. 2013-**

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 and the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Turlock directed Michael G. Pitcock, Engineer of Work for all assessment districts within the City of Turlock, to prepare and file annual reports for fiscal year 2013/2014, and does hereby impose these annual assessments within each assessment district listed on attached Exhibits A and B; and

WHEREAS, the Engineer of Work did file an annual report for each assessment district on June 25, 2013, and the City Council of the City of Turlock adopted a resolution of intention to levy and collect assessments within these districts for fiscal year 2013/2014 and set a public hearing to be held July 23, 2013 in the Yosemite Room on the 2nd floor of Turlock City Hall, 156 S. Broadway, Turlock, California, and a notice of this hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council of the City of Turlock afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest; and

WHEREAS, the City Council of the City of Turlock hereby confirms the diagrams, assessments and reports of the Engineer of Work. It is further determined and certified that these assessment district charges are either exempt from, or are in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, on Tuesday, the 23rd day of July, at the hour of 6:00 p.m., the City Council of the City of Turlock will conduct a public hearing on the question of the levy of the proposed annual assessment for each district; and

WHEREAS, the charges against the real property are not levied with regard to property values but rather, are based on the landscaping, lighting and street maintenance performed within the area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm the diagrams, assessments and reports of the Engineer of Work and hereby levies the assessments set forth therein for the Fiscal Year 2013-14.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock also directs the City Engineer to file, or cause to be filed, a certified copy of this resolution and the report for each assessment district with the tax collector for the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

1972 Landscaping and Lighting Act Assessment Districts		
Arlinda Estates	Baptista Estates	Baptista Estates No. 2
Campus Park	Centennial Place No. 2	Countryside Estates No. 1
Countryside Estates No. 2	Countryside Estates No. 3	Countryside Plaza
Delta National Bank	Ferreira Ranch Estates No.1	Ferreira Ranch Estates No. 2
Ferreira Ranch Estates No. 3	Ferreira Ranch Estates No. 4	Forest Oaks No. 2
Gemstone Estates	Heartland Estates	Hervey Estates
Legends 1 and 2	Legends 3	Legends 4
Legends 6	L & M Industrial Park	Monte Vista Crossings
Monte Vista Estates	Monte Vista Manor	Monte Vista Village
Northview Meadows No. 2	Northview Meadows No. 3	Old Vineyard
Pinecrest Estates No. 1	Pinecrest Estates No. 2	Pinecrest Estates No. 3
Parcel Map 97-07	Promenade	Rhodes Estates
Rolling Hills	Denny's and Jack-In-the-Box	Sterling Oaks No. 1
Sterling Oaks No. 2	Sunridge South	Swan Park Estates
Traditions No. 1	Traditions No. 2	Traditions No. 3
Turlock Auto Plaza	Wyndfair Estates	Olive Grove Manor
Northern Sunrise Estates Phase 1	Northern Sunrise Estates Phase 2	Northern Sunrise Estates Phase 2A
Northern Sunrise Estates Phase 3	Northern Sunrise Estates Phase 4	Sharkey's Billards Parcel Map 00-09
Ferreira Ranch Estates No. 5	Countryside Estates No. 4	Campus Vista
Autumn Brook No. 1	Winter Haven No. 1	Winter Haven No. 2
Niniv Tamimi Parcel Map 01-01	Monte Vista Crossing North	Makoor Estates
Lauren Estates	Sterling Oaks No. 4	Traditions No. 4 & 5
Autumn Brook No. 2	Claremont Meadows	Dewar Estates No. 1
Dewar Estates No. 2	Festival	Heirlooms No. 1
Heirlooms No. 2	Huntington Estates No. 1	Lauren Estates No. 2
Legends No. 7	Rose Cottages No. 2	Rose Cottages No. 3
Rose Walk No. 1	Danielle Estates	Turlock Multi-Family
Bandera	Glenwood Park	Mooneyham Estates
Rosewalk No.'s 2, 3, 4	Perriera No.'s 1 & 2	Johnson Estates
Southern Belle Estates	Sterling Oaks No. 5	Heirlooms No. 3
Huntington Estates	Dewar Estates No. 3	Cedarcrest No. 1
Freitas Business Park	Lewis Terrace Estates	Bandera #2
Gabrielle Estates	Sterling Oaks #6	Balboa Park
Pereira #3	Rose Walk #5	Ashley Estates
College Plaza PM 04-02	Danielle Estates #2	Lauren Estates No. 3
Lauren Estates No. 4	Tiffany Park	Ventana
Cimarron No. 1	Cimarron No. 2	Rose Classics at Voumard

The Estates at Voumard	PM 04-09 (Gwin)	Turlock 99 Business Park
Amberwood	Valley Ventures PM 04-05	Colorado Springs
Health & Wellness Center	Liberty Industrial Park	Cedarcrest No. 2
Apple Lane Estates	Kandola	Milestone
Legends North No. 1	Palermo (DeLaMotte)	Calista Estates
Legends North No. 2	Vermont Villas	Turlock Village
Northlock Industrial Park	Villagio	
Asoofi Subdivision	PM 05-01 Emanuel	PM 05-03 Byung
PM 05-07 Hawkeye Shopping Center	PM 05-09 Lewis	Dianne Business Park
J & R Investments Industrial Park	Montana Estates	Summerfield
Turlock Park Villas	Legends North No. 4	Del's Lane Townhomes
Sierra Oak Apartments	PM 05-12 Heritage	PM 05-17 Tiarre Development
PM 97-06 Kevin Berger	Cottage Park	US Cold Storage
Blue Diamond	PM 12-01 Moline	

EXHIBIT "B"

Benefit Assessment Act of 1982 Assessment Districts		
Added Space Commercial Center	Alpine Estates	Anderson Estates
Arbor No. 10	Berkeley Woods	Bristol Park
Cambridge Place No. 6	Chakkar Estates No. 2	Champagne Estates
Christel Estates	Eastbrook Estates	Elizabeth Court
Forest Oaks Estates	Gerald Court	Hollis Manor
Kensington Estates	Kirkwood Estates	Lewis Street Manor
Linwood Estates	Linwood Estates No. 3	McDonald Manor
North Berkeley Estates	Northview Meadows	North Olive Estates 3 and 4
Oak Park	Oleander Gardens	Pineridge Place
Pleasant Valley	Royal Oaks	Silverado Heights
Stoneridge	Summer Faire	Thorsen Estates No. 2
Tuolumne East Estates	Vasconcellos Estates	Venture Park
Villa Woods	Walnut Acres No. 2	West Main/Walnut Road

8A

Council Synopsis

July 23, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting AB109 Realignment Funds in the amount of $85,985.77 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants"

2. DISCUSSION OF ISSUE:

The County of Stanislaus received $507,011 in AB109 realignment funds. The formula for disbursement is based on the population of the jurisdiction. Turlock Police received $85,985.77 or 16.96% of the total amount allocated to Stanislaus County.

Ceres Police Deputy Chief Mike Borges has been designated as the individual responsible for the disbursement and the subsequent reporting requirements back to the State of California.

During a countywide Law Enforcement Executive (LEX) meeting, it was agreed that this funding would be used for targeting a list of probationers in our communities, overtime for any operation targeting probationers, crime analyst activities, and/or GPS trackers and associated software.

Turlock Police intends to use this funding to purchase crime analyst software and for overtime to focus appropriate attention on probationers. A substantial portion of this funding will be combined with the additional funding authorized by City Council to maintain service levels, specifically directing an overtime officer assigned to the CAGE Unit to target probationers.

3. BASIS FOR RECOMMENDATION:

City Council authorization is required to accept this funding.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Complete information related to the acceptance and budgeting of these funds was not available at the time the 2013-14 budget was prepared. Therefore, at this time, Staff is requesting the following budget appropriations in Fund 266 "Police Services Grants" in order to properly account for the receipt and expenditure of the AB109 realignment funding.

1. 266-20-255-360.35720 "Realignment Funds – Revenue" - $85,986
2. 266-20-255-360.41100_001 "Overtime" - $60,000
3. 266-20-255-360.42007 "Workers Comp" - $2,238
4. 266-20-255-360.42008 "City Liability" - $2,878
5. 266-20-255-360.42010 "Medicare" - $870
6. 266-20-255-360.44030_000 "Equipment" - $20,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may decline acceptance of the AB109 funding.

B. Council may accept the funding and direct that this money be used for purposes other than those recommended by staff.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AB109 REALIGNMENT FUNDS IN THE AMOUNT OF $85,985.77 AND APPROPRIATING SAID FUNDS TO THE PROPER REVENUE AND EXPENDITURE ACCOUNTS IN FUND 266 "POLICE SERVICES GRANTS"	}	**RESOLUTION NO. 2013-**

WHEREAS, the County of Stanislaus received $507,011 in AB109 realignment funds. The formula for disbursement to police agencies in the county is based on population. Turlock Police received $85,985.77 or 16.96% of the total amount allocated to Stanislaus County; and

WHEREAS, within Stanislaus County, this funding must be used for targeting a list of probationers in our communities, overtime for any operation targeting probationers, crime analyst activities, and/or GPS trackers and associated software; and

WHEREAS, the Turlock Police Department will use this funding to purchase crime analyst software and for overtime to focus appropriate attention on probationers.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby accept the AB109 realignment funds in the amount of $85,985.77 and approve the following appropriations:

1. 266-20-255-360.35720 "Realignment Funds – Revenue" - $85,986
2. 266-20-255-360.41100_001 "Overtime" - $60,000
3. 266-20-255-360.42007 "Workers Comp" - $2,238
4. 266-20-255-360.42008 "City Liability" - $2,878
5. 266-20-255-360.42010 "Medicare" - $870
6. 266-20-255-360.44030_000 "Equipment" - $20,000

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8B

Council Synopsis

July 23, 2013

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing a Mayor's Economic Development Task Force

2 DISCUSSION OF ISSUE:

Turlock's economy has traditionally been based on agriculture, agriculture-related industries (primarily food processing), and other manufacturing. Its location in the heart of the San Joaquin Valley, home to some of the most fertile farmland in the world, naturally led to Turlock's agricultural heritage and employment base.

Over the past 50 years, Turlock's population has grown from 9,000 in 1960 to 70,000 today. The economy has shifted to focus on schools, government, and service businesses to serve the population. The largest single employer is now the Turlock Unified School District. The largest industry sectors are state and local government (15 percent), retail (14 percent), manufacturing (14 percent), health care and social assistance (12 percent) and accommodation and food services (10 percent). These activities will likely remain the strongest components of the city's job base as the population continues to grow.

While most economic activity occurs in the private sector, the City can take an active role in furthering its economic prosperity. Examples of what the City can do to spur economic development include:

- Ensuring that local policies do not impede the needs of businesses to move or expand;
- Facilitating and acting as a catalyst for development in strategic market segments, especially those that may spur other activities or provide fiscal benefits;
- Coordinating and providing for infrastructure improvements; and
- Generating revenue to support community development objectives.

Implementing Policies from the General Plan Update
Industry Targeting and Recruitment
2.11-i Monitor new industrial trends. Monitor regional, state, and national economic trends in order to identify new and emerging industries suitable for Turlock. Among others, industries to watch include agricultural and food sciences, clean technology manufacturing, and health care,

2.11-j Engage in strategic planning. Every five years, complete a citywide economic development strategic plan that focuses on industry targeting, job creation, marketing, and local business support. Evaluate progress, accomplishments, and challenges every year in an annual report that will help guide subsequent efforts.

2.11-k Increase linked activities and businesses. Work with large existing employers to identify and recruit related businesses and those that provide goods and services to meet their business needs.

2.11-l Attract jobs for local residents. Set economic development target and implementation measures to increase the percentage of employed residents who work in the City to 60 percent of the total by 2020.(As of 2000, 49 percent of employed Turlock residents worked in the city.)

2.11-m Bolster sports tournament industry. Incorporate sports facilities suitable for tournaments into the design of new community parks and recreation areas. Encourage local hotels and other traveler-supported businesses to sponsor sports tournaments and contribute to the upkeep of the facilities in exchange for advertising and marketing rights.

Promoting and Facilitating Industrial Development
2.11-n Direct industrial users to the TRI P. Direct new industrial users to the TRIP and continue to implement the WISP.

2.11-o Advertise available land. Continue to market the availability of development sites by routinely updating the City's database of available vacant and underutilized parcels and making it available on the City's website. These can include both large industrial and business park parcels in the TRIP as well as smaller office or retail sites in shopping centers, along major roads, and Downtown.

2.11-p Promote the Turlock Regional Industrial Park (TRIP). Develop and implement a marketing strategy aimed at potential large industrial, R&D, and Business Park employers in order to attract more development and jobs to the TRIP.

2.11-q Continue to review permit streamlining. Ensure that the City's permitting procedures are streamlined through the continuing review of the system by the Development Collaborative to solicit input from the business community and work with the City to improve business processes.

2.11-r Continue to offer economic incentives. To the extent possible, continue to offer economic development incentives in specific economic zones.

At present, this includes the Enterprise Zone 40. The entire TRIP is included in this zone. The zone makes available a number of beneficial tax deductions, credits, and incentives that reduce the cost of development, hiring, and capital investment.

2.11-s Re-evaluate fees. Continue the current effort to update the City's building permit fees to better reflect actual costs to the city. Periodically reevaluate development impact fees to reflect any adjustments in the cost of construction, any outside grant funding awarded to the City, and any other appropriate adjustments.

2.11-t Improve connection to Interstate 5. Work with Stanislaus County and the City of Patterson to establish West Main Street as an expressway connecting Turlock to I-5.

2.11-u Encourage land assembly. Continue to encourage landowners of small parcels to assemble their properties to better facilitate commercial or industrial development. Strategies can include hosting informational meetings at the City, contacting property owners directly, developing financial incentives for land assembly, and promoting new graduated density zoning amendment (forthcoming; see Policy 2.4-l).

Fostering Partnerships

2.11-v Engage business organizations. Maintain a strong working relationship between the City and the Turlock Chamber of Commerce, as well as other local and regional business groups such as the Downtown Property Owners Association and the Stanislaus County Workforce Alliance.

2.11-w Continue to participate in annual meetings with Chamber of Commerce and the Workforce Alliance. Continue to participate in the annual summits and business conferences sponsored by the Chamber of Commerce and the Stanislaus County Workforce Alliance in order to identify how the City can best assist them or improve City services.

2.11-x Continue to participate in local business organizations' meetings. Continue to attend and participate in all meetings of the Chamber of Commerce and the Downtown Property Owners Association.

2.11-y Support business outreach strategies. Continue to support the business outreach strategies of the Development Collaborative Advisory Committee to solicit input on how the City can improve its services.

Purpose of the Mayor's Economic Development Task Force
The purpose of this Task Force is to identify strategies to make Turlock a stronger economic competitor. The Task Force is a collaborative effort involving private citizens, local government, the business community, and economic professionals.

This effort will combine the latest research and practices on successful approaches to economic vitality with strategies focusing on business retention, business expansion, and business recruitment. By committing to economic growth and competitiveness, the community is sending a clear message of support for sustainable job creation and improved quality of life for all residents. Ultimately, we envision a community that is a highly desirable place to live, work, and play.

The Task Force is comprised of key stakeholders who provide leadership and direction by identifying best practices and policy considerations for the public and private sectors and monitoring the effectiveness of the effort. The Task Force fills a critical role in representing the interests of various community stakeholders; it is also a deliberate effort to involve them in mapping the needs, strategies, and impact of the work that is done.

The Task Force's authority shall be advisory only, and it will provide periodic updates or reports as part of the Economic Development Quarterly Report to the City Council. If action by the City Council should be required, such recommendations will be submitted for consideration by the City Council through the regular agenda process.

All Task Force members shall serve at the pleasure of the Mayor. Any vacancies or additions will be filled in the same manner as original appointments. Each Council member may appoint one member to the task force.

Among other issues, the task force shall:

a. evaluate the kinds of projects and programs of the past or currently underway and make recommendations regarding whether and how they should be continued;
b. evaluate potential new programs, projects and strategies that could be included in the City of Turlock 2013 Economic Development Strategic Plan;
c. evaluate and make recommendations on potential new ideas or programs; and
d. Communicate and promote the above to City Council and the citizens of Turlock via public meetings, web based discussions, and other means.

Applying for the Task Force
Applications to be appointed to this Task Force are due to the City Clerk by 5:00 p.m. on August 16, 2013 on the attached application form. Appointments will be made on August 27, 2013. It is expected that fifteen to twenty members of the community will be appointed to this Task Force along with a City Council member.

The first meeting will be at City Council Chambers in September 2013. The Task Force will meet at least monthly thereafter through September 2014. The Task Force will submit quarterly reports to City Council and will submit its final report September 2014.

3. BASIS FOR RECOMMENDATION:

E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT:

1) GOALS:

a. Create and sustain value-added economic development
b. Generate job creation and retention
d. Create diversity of opportunity for business and community development
f. Maximize use of Alliance and others (CVB, Chamber of Commerce, developers and California State University Stanislaus)

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no direct fiscal impact to the City of Turlock.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

City Council may choose not to approve the formation of the Mayor's Economic Development task force. However, this is not recommended as it is imperative that Turlock be proactive in insuring it long term economic viability.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING A MAYOR'S ECONOMIC DEVELOPMENT TASK FORCE	}	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock City Council in 2012 adopted an updated General Plan for the City of Turlock; and

WHEREAS, over the time frame of this updated General Plan, the City of Turlock is expected to add approximately 45,000 new residents, an increase of nearly sixty five percent. In order to support this population, the City will need to add jobs. While many jobs will "naturally" arise from the services needed to support this growing population (such as schools, retail and personal services, police and fire protection, and others), additional jobs in other sectors such as industrial and commercial sectors needs to be developed to address our jobs- housing balance; and

WHEREAS, the General Plan mandates that the City engage in the development and updating of an economic development assessment every five years as well as complete a citywide economic development strategic plan which focuses on industry targeting, job creation, marketing, and local business support. Further, it mandates that there is an evaluation of progress, accomplishments, and challenges every year in an annual report that will help guide subsequent efforts; and

WHEREAS, the Turlock City Council finds that it would useful to gain the insight and support of a dedicated group of property owners, business owners, stakeholders and residents who would participate in the development of an Economic Development Strategic Plan and make recommendations to City Council with regard to strategies and programs to further our economic development efforts; and

WHEREAS, this group of volunteers will be referred to as the Mayor's Economic Development Task Force and shall not be constituted a permanent "Board" or "Commission" as contemplated by the Municipal Code but rather this group is convened as an "ad hoc" committee pursuant to City Council's plenary powers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock, State of California does hereby:

Section 1. The Mayor's Economic Development Task Force is hereby established.

Section 2. The purpose of this Mayor's Economic Development Task Force is to:

a. evaluate the kinds of projects and programs of the past or currently underway and make recommendations regarding whether and how they should be continued;

b. evaluate potential new programs, projects and strategies that could be included in the City of Turlock 2013 Economic Development Strategic Plan;
c. evaluate and make recommendations on potential new ideas or programs; and
d. Communicate and promote the above to City Council and the citizens of Turlock via public meetings, web based discussions, and other means.

Section 3. The application deadline will be August 16, 2013. The City will advertise the Mayor's Economic Development Task Force and this deadline through the public notice, new articles and social media as well as any other means as appropriate.

Section 4. On or before September 3, 2013, the Mayor's Economic Development Task Force members will be appointed by the Mayor with City Council's consent. Each Council member will also appoint one task force member.

Section 5. The Mayor's Economic Development Task Force will initially convene in August 2013, and will meet at least monthly through October 2014. At its initial meeting, the group will appoint its leadership and adopt rules of procedure.

Section 6. The Mayor's Economic Development Task Force will submit a final report to City Council on the items listed in Section 2 above by October 30, 2014. It shall submit interim reports on a quarterly basis.

Section 7. All Task Force members must reside in, work in, or own a business within the city limits of Turlock, although the Task Force may seek suggestions and ideas from other individuals as it sees fit.

Section 8. At the Mayor's Economic Development Task Force's first meeting, the City Manager and City staff will ensure that the group is provided with a thorough briefing on the city's revenue structure, expense structure, and key trends likely to impact both in the coming decades.

Section 9. The City Manager will provide appropriate staff support for this committee. The staffing will be sufficient to organize and facilitate the Mayor's Economic Development Task Force, to provide appropriate information to members, to respond to questions by members, to provide appropriate meeting notes and other documents after meetings, and to prepare draft versions and the final version, for the Task Force's approval, of its formal report to City Council.

Section 10. The Mayor's Economic Development Task Force will terminate no later than December 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

MAYOR'S ECONOMIC DEVELOPMENT TASK FORCE PROPOSAL

Month Day Year

City of Turlock

Mayor's Economic Development Task Force

Purpose and Authority:

The purpose of this Task Force is to identify strategies to make Turlock a stronger economic competitor. The Task Force is a collaborative effort involving private citizens, local government, the business community, and economic professionals.

This effort will combine the latest research and practices on successful approaches to economic vitality with strategies focusing on business retention, business expansion, and business recruitment. By committing to economic growth and competitiveness, the community is sending a clear message of support for sustainable job creation and improved quality of life for all residents. Ultimately, we envision a community that remains is a highly desirable place to live, work, and play.

The Task Force is comprised of key stakeholders who provide leadership and direction by identifying best practices and policy considerations for the public and private sectors and monitoring the effectiveness of the effort. The Task Force fills a critical role in representing the interests of various community stakeholders; it is also a deliberate effort to involve them in mapping the needs, strategies, and impact of the work that is done.

The Task Force's authority shall be advisory only, and it will provide periodic updates or reports as part of the Economic Development Quarterly Report to the City Council. If action by the City Council should be required, such recommendations will be submitted for consideration by the City Council through the regular agenda process.

The Task Force is a special ad hoc committee created by the Mayor to study important public policy matters and shall be subject to the open meeting laws pursuant to state law. Therefore, all meetings of the Task Force shall be properly noticed by publication of the agenda in accordance with the Brown Act and be open to the public with opportunity for public comment. Summary minutes shall be maintained of the meetings. The appointment of the task force is for a three year period of time beginning September 1, 2013 and concluding December 2014.

The Task Force will be responsible for the development and update to the City of Turlock Economic Development Strategic Plan as part of the Mayor's desired outcomes.

Membership:

The Mayor intends to appoint between 15 and 20 community members to the Task Force.

The Mayor will entertain the nomination of a task force representative from each of the Council members in addition to representative from business and industry, labor, CSU Stanislaus, Chamber of Commerce, Alliance, other non-profit organizations and stakeholders.

All Task Force members shall serve at the pleasure of the Mayor. Any vacancies or additions will be filled in the same manner as original appointments.

Officers and Staffing:

The Mayor shall appoint the Chair and Vice Chair of the Task Force. The Chair shall preside over the Task Force meetings and set the agenda. The Vice Chair shall execute all powers and duties of the Chair in the absence of the Chair.

The Department of Economic Development and Housing will provide staff support to the Task Force for agenda preparation, information gathering, and arrangements for guest speakers, all to the extent permitted by staffing and budgetary limitations. The City Manager's Office will provide staff support for meeting notification, meeting minutes, and other clerical support as needed. All notices, agendas, and minutes will be posted to the City's website. There is no budget allocation for the work of the Task Force, and participation on the Task Force is as a volunteer.

Task Force Procedures:

The Task Force will hold meetings at a time and place to be determined by the Chair in consultation with the membership. Meeting dates, times, and location will be posted on the City website.

Outputs:

The plan development process will include two tasks: (1) participation in an economic development visioning process; and (2) development of a strategic plan document to be approved by the Mayor and Council not later than October 2015 for implementing community economic development actions. The members of the Task Force appointed by the Mayor and Commission represent a broad spectrum of economic activity in Turlock, including for-profit and nonprofit businesses, education resources, and other stakeholders.

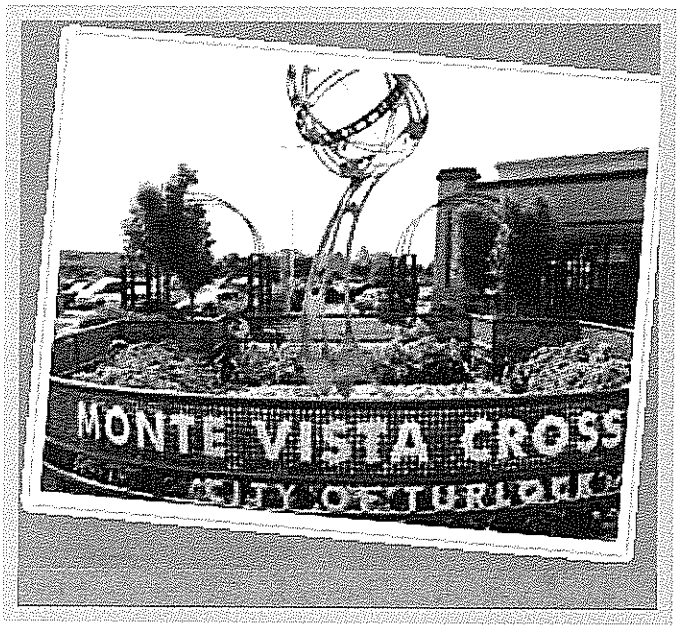
Mission Statement:

The mission of the Economic Development Task Force is to advocate for private sector strategies and public policies that will create partnerships to attract and foster the growth of target industries, promote and support local entrepreneurship, foster the formation and growth of new enterprises, and train a local workforce to meet the needs of existing and emerging industries in the City of Turlock.

In today's knowledge-based economy, prosperity is inextricably linked to a community's ability to transform knowledge and ideas into new products, processes or services. Communities throughout the Central San Joaquin Valley are faced with the challenges of:

- Fostering business growth and job creation,
- Being competitive in a global economy,
- Educating and training a diverse skilled workforce,
- Fostering entrepreneurship,
- Achieving a job/housing balance, promoting the growth of existing industry clusters
- Attracting new high growth industries.

By working together and building new alliances, local business, civic, education, labor, environmental, and governmental leaders can address the challenges faced by the City of Turlock in competing in today's rapidly changing global economy.



Purpose of the Economic Development Strategic Plan (EDSP)

The EDSP is a living document that establishes direction for Turlock's Ramon's short and long-term economic development. The Plan identifies goals, strategies, and implementation actions for the City to pursue as it enacts business retention, expansion, and attraction efforts, supports a fiscally healthy government, realizes key development projects across the City, and makes Turlock a better place to live and work.

In addition, the EDSP is the primary implementation tool for the Economic Development Element of the newly adopted City's General Plan. The EDSP includes strategic recommendations to enhance Turlock's business climate, ensure the fiscal health of the city, and support economic growth in a manner consistent with the City's character.

City of Turlock

For more information, please contact:
Maryn Pitt
Assistant to the City Manager for
Economic Development and Housing

156 South Broadway,
Suite 230
Turlock, CA 95380
www.turlock.ca.us

E: mpitt@turlock.ca.us
P: 209-668-5550

CITY OF TURLOCK INC. 1908

Name: _____

Address: _____

_____

Phone: _____

Email: _____

CITY OF TURLOCK APPLICATION
to the
"MAYOR'S ECONOMIC DEVELOPMENT TASK FORCE"
(Due to City Clerk's Office August 16, 2013 at 5:00 p.m.)

Thank you for your application to serve on this task force. Please familiarize yourself with City of Turlock Economic Development Task Force Proposal and Resolutions 13--XX prior to completing this application.

These documents are available on the City of Turlock website under Council agenda and Reports at www.turlock.ca.us.

The Mayor and Council will discuss applications to this task force during the August 27, 2013 meeting and will make appointments at that time. There will be no interviews prior to appointment. To assist the Mayor and Council's discussion, please review and complete this application.

The purpose of this task force is to:

a. evaluate the kinds of projects and programs of the past or currently underway and make recommendations regarding whether and how they should be continued;
b. evaluate potential new programs, projects and strategies that could be included in the City of Turlock 2013 Economic Development Strategic Plan;
c. evaluate and make recommendations on potential new ideas or programs; and
d. Communicate and promote the above to City Council and the citizens of Turlock via public meetings, web based discussions, and other means.

1. What kind of property interest do you (or the entity that you represent) have in the City of Turlock?

Resident (Owner) ____
Resident (Tenant) ____
Commercial Property Owner ____
Merchant ____
None ____

2. What is the physical address of your Turlock property interest?

3. Tell us about your knowledge of economic development programs and projects.

4. What do you see as the greatest challenges facing Turlock? How might these be addressed over the next ten years?

5. Are you comfortable with the idea of serving as an advocate in frequent peer-to-peer conversations on this topic from now through September 2014?

6. What experience do you have with redevelopment, business retention, marketing, finances, and/or the development of businesses of any kind?

7. What unique skills or perspective would you bring to this panel?

RETURN TO: CITY CLERK'S OFFICE,
156 South Broadway, Suite 230, Turlock, CA 95380
OR
VIA EMAIL TO kweaver@turlock.ca.us