

City Council Agenda



FEBRUARY 11, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

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

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

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

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

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

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

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

1. **A. CALL TO ORDER**
B. SALUTE TO THE FLAG
2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. *Presentation:* Future Business Leaders of America, Pitman High/Dutcher Middle School
3. **A. SPECIAL BRIEFINGS:** None
B. STAFF UPDATES
 1. Capital Projects and Building Activity (*Pitcock*)
 2. Proposed Business at 755 Wayside Drive (*Nielsen*)

C. PUBLIC PARTICIPATION

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

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

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 1/9/14 in the amount of \$1,764,326.61; Demands of 1/16/14 in the amount of \$2,337,272.10
- B. Motion: Accepting Minutes of Regular Meeting of January 28, 2014
- C. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$3,943 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"
- D.
 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of (\$15,435.20) (Fund 441) for City Project No. 11-29, "Cooper Ave. Storm Drain Line," bringing the contract total to \$510,616.80
 2. Motion: Accepting improvements for City Project No. 11-29, "Cooper Ave. Storm Drain Line," and authorizing the City Engineer to file a Notice of Completion
- E.
 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$7,602.94 (Fund 246) for City Project No. 13-21, "Slurry Seals 2013," bringing the contract total to \$642,468.30
 2. Motion: Accepting improvements for City Project No. 13-21, "Slurry Seals 2013," and authorizing the City Engineer to file a Notice of Completion
- F.
 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$2,245.74 (Fund 305) for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," bringing the contract total to \$47,045.74
 2. Motion: Accepting improvements for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," and authorizing the City Engineer to file a Notice of Completion
- G. Resolution: Considering intention to levy and collect Assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45
- H. Motion: Accepting improvements for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion
- I. Motion: Accepting notification of Contract Change Order No. 7 in the amount of \$2,189 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,576,896
- J. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$756 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,256,344

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- K. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$2,032 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$896,855
 - L. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$65,544.61 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to \$13,514,146.69
 - M. Motion: Approving multiple service agreements with Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) and Prime Shine, Inc. for express car wash services for City owned vehicles for a period of twelve (12) months each, with an aggregate value of \$8,000, in accordance with the terms and conditions set within each agreement
 - N. Motion: Approving a service agreement with Turlock City Tow Service, Inc., of Turlock, for vehicle tow services of city owned vehicles, for a period of twelve (12) months, in an amount not to exceed \$7,000
 - O. Motion: Approving the Contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball games
 - P. Resolution: Accepting a donation from E & J Gallo Winery in the amount of \$200 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)
 - Q. Resolution: Accepting a donation from Modesto Symphony in the amount of \$100 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)
 - R. Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller Compucom, for the Software Volume Licensing Enterprise Enrollment, for a period of three (3) years, in the amount of \$47,717.35 per year and Software Volume Licensing Select Plus Enrollment, for a period of three (3) years, in the amount of \$1,398.90, for a total of \$147,348.45 at the end of three (3) years, beginning February 1, 2014 through January 31, 2017
 - S. Resolution: Utilizing the services of Joel Carter on a temporary part-time basis for the purpose of assisting Building Department staff in the continued inspection of major commercial and industrial building construction projects including, but not limited to, the Blue Diamond Growers Almond processing facility, Hilmar Cheese Milk processing facility and the Turlock Sikh Temple expansion

6. FINAL READINGS: None

7. PUBLIC HEARINGS:

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

- A. Request to amend Turlock Municipal Code Title 2, adding Chapter 12 regarding Campaign Contributions. (*Norton*)

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 2, adding Chapter 12 regarding Campaign Contributions

8. SCHEDULED MATTERS

- A. Request to authorize early repayment of Capital Lease titled "Municipal Project Lease and Option Agreement No. 1520" through Municipal Services Group Inc. (serviced through West America Bank) which provided financing for the construction of the addition to Broadway City hall (occupied by Engineering and Municipal Services) to be funded by the Water Quality Control (Fund 410) and Water (Fund 420) Enterprise Funds and Engineering's portion of the Asset Replacement Fund reserve (Fund 241). (*Lorenzi*)

Recommended Action:

Resolution: Authorizing early repayment of Capital Lease titled "Municipal Project Lease and Option Agreement No. 1520" through Municipal Services Group Inc. (serviced through West America Bank) which provided financing for the construction of the addition to Broadway City hall (occupied by Engineering and Municipal Services) to be funded by the Water Quality Control (Fund 410) and Water (Fund 420) Enterprise Funds and Engineering's portion of the Asset Replacement Fund reserve (Fund 241)

- B. Request to adopt the East Stanislaus Integrated Regional Water Management Plan. (*Reynolds*)

Recommended Action:

Resolution: Adopting the East Stanislaus Integrated Regional Water Management Plan

- C. Request to rescind Resolution No. 2007-037 and adopt an updated City of Turlock Code of Conduct for Elected Officials. (*Norton*)

Recommended Action:

Resolution: Rescinding Resolution No. 2007-037 and adopting an updated City of Turlock Code of Conduct for Elected Officials

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

12. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 1/9/14 IN THE AMOUNT OF \$1,764,326.61; }
DEMANDS OF 1/16/14 IN THE AMOUNT OF }
\$2,337,272.10 }
_____ }

RESOLUTION NO. 2014-

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

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

Demands of:	In the Amount of:
1/9/14	\$1,764,326.61
1/16/14	\$2,337,272.10

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
96111	01/07/2014	Open			Utility Management Refund	ADAMS, JANET	\$48.68		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$48.68		
96112	01/07/2014	Open			Utility Management Refund	DAVIS, KELLI	\$92.10		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$92.10		
96113	01/07/2014	Open			Utility Management Refund	DELATORRE, ARLENE, CORINA	\$13.33		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$13.33		
96114	01/07/2014	Open			Utility Management Refund	FAIRCHILD, DANIEL	\$57.90		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$0.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1.43		
	420 - WATER			420.11000 (Cash)			\$55.63		
96115	01/07/2014	Open			Utility Management Refund	GARCIA, DARLENE	\$33.13		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$3.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5.73		
	420 - WATER			420.11000 (Cash)			\$24.05		
96116	01/07/2014	Open			Utility Management Refund	HARDIE, DAVID C	\$50.70		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$50.70		
96117	01/07/2014	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$24.23		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$24.23		
96118	01/07/2014	Open			Utility Management Refund	LOPEZ, ENRIQUE, THEODORE	\$124.90		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$124.90		

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Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

Account Number	Payment Date	Open	Paying Fund	Account	Utility Management Refund	MOORHOUSE, BECKY	Amount
96119	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund		\$106.05
			420 - WATER	420.11000 (Cash)			\$106.05
96120	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	MYERS, LIN	\$28.59
			420 - WATER	420.11000 (Cash)			\$28.59
96121	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	ORTIZ, YOLANDA	\$60.31
			420 - WATER	420.11000 (Cash)			\$60.31
96122	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	PALACIOS, ALISON	\$111.55
			420 - WATER	420.11000 (Cash)			\$111.55
96123	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	REA, JESSICA	\$155.90
			420 - WATER	420.11000 (Cash)			\$155.90
96124	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	SINGH, RAVINDER	\$248.70
			420 - WATER	420.11000 (Cash)			\$248.70
96125	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	STEPHENS, REBECCA	\$290.05
			420 - WATER	420.11000 (Cash)			\$290.05
96126	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	TURPIN FAMILY 1987 TRUST	\$86.20
			420 - WATER	420.11000 (Cash)			\$86.20
96127	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	VILLALOBOS LOPEZ, STEPHANIE	\$212.93
			420 - WATER	420.11000 (Cash)			\$212.93
96128	01/07/2014	Open	Paying Fund	Cash Account	Utility Management Refund	YOURI, FRANKLIN	\$175.27
			420 - WATER	420.11000 (Cash)			\$175.27

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From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

96129	420 - WATER 01/09/2014	Open	420.11000 (Cash)	Miscellaneous Billing Refund	ICMA-RC		\$175.27
	Paying Fund		Cash Account				Amount
96130	998 - Due to/from Cash Clearing 01/09/2014	Open	998.11000 (Cash)	Accounts Payable	3T EQUIPMENT CO INC		\$5,018.40
	Paying Fund		Cash Account				Amount
96131	410 - WATER QUALITY CONTROL (WQC) 01/09/2014	Open	410.11000 (Cash)	Accounts Payable	A & A PORTABLES INC		\$15,740.63
	Paying Fund		Cash Account				Amount
96132	110 - General Fund 01/09/2014	Open	110.11000 (Cash)	Accounts Payable	ABS DIRECT INC		\$754.04
	Paying Fund		Cash Account				Amount
96133	110 - General Fund 01/09/2014	Open	110.11000 (Cash)	Accounts Payable	ACCOMTEMP INC		\$5,000.00
	Paying Fund		Cash Account				Amount
96134	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/09/2014	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	AIRGAS NCN		\$297.33 \$297.33
	Paying Fund		Cash Account				Amount
96135	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 01/09/2014	Open	110.11000 (Cash) 410.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING		\$30.57 \$781.42
	Paying Fund		Cash Account				Amount
96136	110 - General Fund 01/09/2014	Open	110.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING		\$76.50
	Paying Fund		Cash Account				Amount
96137	110 - General Fund 01/09/2014	Open	110.11000 (Cash)	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		\$53.34
	Paying Fund		Cash Account				Amount
96138	502 - Engineering 01/09/2014	Open	502.11000 (Cash)	Accounts Payable	APPLIED INDUST TECH		\$274.44
	Paying Fund		Cash Account				Amount
96139	410 - WATER QUALITY CONTROL (WQC) 01/09/2014	Open	410.11000 (Cash)	Accounts Payable	AT&T / CALNET 2		\$2,719.23
	Paying Fund		Cash Account				Amount
	110 - General Fund		110.11000 (Cash)				\$2,156.20

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

255 - CDBG	255.11000 (Cash)			\$59.50
305 - Capital Facility Fees	305.11000 (Cash)			\$1,798.00
405 - Building	405.11000 (Cash)			\$55.03
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$181.67
420 - WATER	420.11000 (Cash)			\$181.66
502 - Engineering	502.11000 (Cash)			\$15.87
01/09/2014 Open	Accounts Payable	AT&T INFO SYSTEM		\$359.68
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$359.68
01/09/2014 Open	Accounts Payable	AT&T MOBILITY		\$3,892.49
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$3,265.31
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$335.05
501 - Information Technology	501.11000 (Cash)			\$252.14
502 - Engineering	502.11000 (Cash)			\$39.99
01/09/2014 Open	Accounts Payable	AT&T/SBC		\$97.42
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$97.42
01/09/2014 Open	Accounts Payable	AT&T/SBC		\$723.76
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$723.76
01/09/2014 Open	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		\$425.66
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$425.66
01/09/2014 Open	Accounts Payable	AVAYA INC		\$12.07
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$12.07
01/09/2014 Open	Accounts Payable	BURTON'S FIRE APPARATUS		\$558.57
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$558.57
01/09/2014 Open	Accounts Payable	CA BLDG STANDARDS COMMS		\$1,203.40
Paying Fund	Cash Account		Amount	
405 - Building	405.11000 (Cash)			\$1,203.40
01/09/2014 Open	Accounts Payable	CHARTER COMMUNICATIONS		\$299.98
Paying Fund	Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$92.48

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

96149	420 - WATER 501 - Information Technology 01/09/2014 Open Paying Fund	420.11000 (Cash) 501.11000 (Cash)	Accounts Payable CITY OF TURLOCK - CASH	Amount \$179.09
96150	110 - General Fund 420 - WATER 01/09/2014 Open Paying Fund	110.11000 (Cash) 420.11000 (Cash)	Accounts Payable CLARK BROS INC	Amount \$306,515.32
96151	420 - WATER 01/09/2014 Open Paying Fund	420.11000 (Cash)	Accounts Payable COSTCO	Amount \$1,016.05
96152	110 - General Fund 266 - Police Services Grants 270 - Recreation Grants 01/09/2014 Open Paying Fund	110.11000 (Cash) 266.11000 (Cash) 270.11000 (Cash)	Accounts Payable DELTA WIRELESS & NETWORK	Amount \$396.44 \$17.28 \$602.33 \$863.75
96153	110 - General Fund 116 - Special Public Safety 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/09/2014 Open Paying Fund	110.11000 (Cash) 116.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	Accounts Payable DEPT OF CONSERVATION	Amount \$339.27 \$138.90 \$152.50 \$233.08 \$3,106.78
96154	110 - General Fund 405 - Building 01/09/2014 Open Paying Fund	110.11000 (Cash) 405.11000 (Cash)	Accounts Payable DOWNEY BRAND ATTORNEYS	Amount \$3,270.30 (\$163.52) \$2,144.00
96155	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/09/2014 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable ENGENO INC.	Amount \$1,881.50 \$262.50 \$1,667.50
96156	411 - Storm Drainage Construction 01/09/2014 Open Paying Fund	411.11000 (Cash)	Accounts Payable ENGINEERED FIRE SYST INC	Amount \$1,667.50 \$720.00
96157	110 - General Fund 01/09/2014 Open Paying Fund	110.11000 (Cash)	Accounts Payable EQUIFAX	Amount \$10.22

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

Account Number	Payment Date	Open	Paying Fund	Account	Account	Account	Account	Account	Amount
96158	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	FEDERAL EXPRESS			\$430.77
			410 - WATER QUALITY CONTROL (WQC)	110.11000 (Cash)					\$269.74
			420 - WATER	410.11000 (Cash)					\$118.75
96159	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	FREMMING, PARSON & PECCHENINO			\$3,720.00
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)					\$2,393.91
96160	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	G3 ENGINEERING, INC.			\$261.47
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)					\$16,667.09
96161	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	GARTON TRACTOR INC			\$1,128.48
			205 - Sports Facilities	205.11000 (Cash)					\$37.10
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)					\$224.37
96162	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	GOMES & SONS INC, JOE M			\$1,128.48
			217 - Streets - Gas Tax	217.11000 (Cash)					\$179.91
			246 - Landscape Assessment	246.11000 (Cash)					\$1,360.29
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)					\$913.47
			420 - WATER	420.11000 (Cash)					\$1,280.20
			425 - Transit - Dial A Ride	425.11000 (Cash)					\$352.35
			426 - Transit - BLAST	426.11000 (Cash)					\$647.30
96163	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	HUB INT'L OF CA INS SVC			\$807.79
			110 - General Fund	110.11000 (Cash)					\$1,128.48
96164	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	HUNTINGTON COURT REPORTER			\$1,279.44
			110 - General Fund	110.11000 (Cash)					\$1,279.44
96165	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC			\$8,804.50
			415 - Sewer Bond Projects	415.11000 (Cash)					\$4,170.50
			420 - WATER	420.11000 (Cash)					\$4,634.00
96166	01/09/2014	Open	110 - General Fund	Cash Account	Accounts Payable	LEHIGH HANSON INC			\$355.85

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$214.04
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$141.81
01/09/2014 Open	Accounts Payable	
Paying Fund		\$7,795.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$7,795.00
01/09/2014 Open	Accounts Payable	
Paying Fund		\$770.46
110 - General Fund	110.11000 (Cash)	\$538.46
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$232.00
01/09/2014 Open	Accounts Payable	
Paying Fund		\$365.09
110 - General Fund	110.11000 (Cash)	\$87.71
217 - Streets - Gas Tax	217.11000 (Cash)	\$64.58
246 - Landscape Assessment	246.11000 (Cash)	\$90.48
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$16.92
425 - Transit - Dial A Ride	425.11000 (Cash)	\$49.98
426 - Transit - BLAST	426.11000 (Cash)	\$55.42
01/09/2014 Open	Accounts Payable	
Paying Fund		\$587,020.20
415 - Sewer Bond Projects	415.11000 (Cash)	\$587,020.20
01/09/2014 Open	Accounts Payable	
Paying Fund		\$7,348.93
110 - General Fund	110.11000 (Cash)	\$7,348.93
01/09/2014 Open	Accounts Payable	
Paying Fund		\$809.67
246 - Landscape Assessment	246.11000 (Cash)	\$300.27
302 - Street Light Installation	302.11000 (Cash)	\$105.59
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$403.81
01/09/2014 Open	Accounts Payable	
Paying Fund		\$1,397.03
110 - General Fund	110.11000 (Cash)	\$1,397.03
01/09/2014 Open	Accounts Payable	
Paying Fund		\$933.96
305 - Capital Facility Fees	305.11000 (Cash)	\$933.96
01/09/2014 Open	Accounts Payable	
Paying Fund		\$1,000.00

Payment Register

From Payment Date: 1/3/2014 - To Payment Date: 1/9/2014

Paying Fund	Cash Account	Amount
96176	110 - General Fund 01/09/2014 Open Accounts Payable	\$1,000.00
		\$1,774.97
96177	410 - WATER QUALITY CONTROL (WQC) 01/09/2014 Open Accounts Payable	\$1,774.97
		\$61.57
96178	110 - General Fund 265 - Fire Department Grants 01/09/2014 Open Accounts Payable	\$13.45
		\$48.12
96179	410 - WATER QUALITY CONTROL (WQC) 01/09/2014 Open Accounts Payable	\$3,050.00
		\$588.36
96180	270 - Recreation Grants 01/09/2014 Open Accounts Payable	\$600.00
96181	110 - General Fund 01/09/2014 Open Accounts Payable	\$600.00
		\$1,123.08
96182	505 - Fleet 01/09/2014 Open Accounts Payable	\$1,123.08
		\$417.60
96183	505 - Fleet 01/09/2014 Open Accounts Payable	\$417.60
		\$51,338.14
96184	110 - General Fund 01/09/2014 Open Accounts Payable	\$51,338.14
96185	110 - General Fund 01/09/2014 Open Accounts Payable	\$15,624.00
		\$12.50
96186	110 - General Fund 01/09/2014 Open Accounts Payable	\$12.50
		\$380.00
		\$380.00

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01/09/2014	Open	Accounts Payable	T I D	Amount
96187	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$3,079.79
	205 - Sports Facilities	205.11000 (Cash)		\$2,281.46
	216 - Streets - Local Transportation	216.11000 (Cash)		\$14,575.72
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$6,840.08
	420 - WATER	420.11000 (Cash)		\$42,714.42
	426 - Transit - BLAST	426.11000 (Cash)		\$287.93
	505 - Fleet	505.11000 (Cash)		\$2,857.16
96188	01/09/2014	Accounts Payable	THE MECHANICS BANK	\$30,895.80
	Paying Fund	Cash Account		
	415 - Sewer Bond Projects	415.11000 (Cash)		\$30,895.80
96189	01/09/2014	Accounts Payable	TRANSIT HOLDINGS INC - NEW FLYER	\$930.12
	Paying Fund	Cash Account		
	426 - Transit - BLAST	426.11000 (Cash)		\$930.12
96190	01/09/2014	Accounts Payable	TURLOCK JOURNAL	\$220.56
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$220.56
96191	01/09/2014	Accounts Payable	TURLOCK RADIATOR SERVICE	\$32.29
	Paying Fund	Cash Account		
	426 - Transit - BLAST	426.11000 (Cash)		\$32.29
96192	01/09/2014	Accounts Payable	TURLOCK SCAVENGER CO INC	\$400,000.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$400,000.00
96193	01/09/2014	Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$19,931.50
	Paying Fund	Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$19,931.50
96194	01/09/2014	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$620.00
	Paying Fund	Cash Account		
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$620.00
96195	01/09/2014	Accounts Payable	TURLOCK UNIFIED	\$74,506.77
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$74,506.77
96196	01/09/2014	Accounts Payable	UNION PACIFIC RAILROAD	\$10,594.74
	Paying Fund	Cash Account		
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		\$10,594.74

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Payment ID	Date	Account	Account Type	Payee	Amount
96197	01/09/2014	Open	Accounts Payable	UTILITY TELEPHONE, INC.	\$522.34
		Paying Fund	Cash Account		
		501 - Information Technology	501.11000 (Cash)		\$522.34
96198	01/09/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$326.42
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$326.42
96199	01/09/2014	Open	Accounts Payable	VERIZON WIRELESS	\$139.73
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$139.73
96200	01/09/2014	Open	Accounts Payable	VETERINARY MED CTR INC	\$130.00
		Paying Fund	Cash Account		
		203 - Animal Fee Forfeiture	203.11000 (Cash)		\$130.00
96201	01/09/2014	Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00
		Paying Fund	Cash Account		
		502 - Engineering	502.11000 (Cash)		\$500.00
96202	01/09/2014	Open	Accounts Payable	WARDEN'S OFFICE INC	\$2,101.57
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,050.77
		420 - WATER	420.11000 (Cash)		\$1,050.80
96203	01/09/2014	Open	Accounts Payable	ZAP MFG INC	\$488.43
		Paying Fund	Cash Account		
		226 - Traffic Tax	226.11000 (Cash)		\$488.43
96204	01/09/2014	Open	Accounts Payable	BRIGGS, ANASTASIA	\$18.00
		Paying Fund	Cash Account		
		203 - Animal Fee Forfeiture	203.11000 (Cash)		\$18.00
96205	01/09/2014	Open	Accounts Payable	BROWN, LINDA	\$500.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$500.00
96206	01/09/2014	Open	Accounts Payable	CORDELL, TONI	\$500.00
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$500.00
96207	01/09/2014	Open	Accounts Payable	ESCRIBA, ADAN	\$18.00
		Paying Fund	Cash Account		
		203 - Animal Fee Forfeiture	203.11000 (Cash)		\$18.00
96208	01/09/2014	Open	Accounts Payable	HIGAREDA, GERARDO	\$750.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$750.00

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Check No	Check Date	Check Status	Check Type	Check Description	Check Amount	Reconciled Amount
96209	01/09/2014	Open	Paying Fund	LANDER CROSSING PROPERTIES, LLC	\$66,855.80	
96210	01/09/2014	Open	Paying Fund	MEDRANO, FRANK	\$145.00	
96211	01/09/2014	Open	Paying Fund	OROZCO REFORESTATION INC, J C	\$1,000.00	
96212	01/09/2014	Open	Paying Fund	PADILLA, ART	\$60.00	
96213	01/09/2014	Open	Paying Fund	PETERSEN, MIKE	\$50.00	
96214	01/09/2014	Open	Paying Fund	SAMBRANO, SONIA	\$18.00	
96215	01/09/2014	Open	Paying Fund	TIDWELL EXCAVATING CORP, LEO	\$675.49	
96216	01/09/2014	Open	Paying Fund	TRACY, KIRK	\$500.00	
Type Check Totals:					\$1,764,326.61	
AP - Accounts Payable Totals						

Checks	Status	Count	Transaction Amount	Reconciled Amount
110 - General Fund	Open	106	\$1,764,326.61	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,764,326.61	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

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Open	106	\$1,764,326.61	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	106	\$1,764,326.61	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	106	\$1,764,326.61	\$0.00
Reconciled	Reconciled	0	\$0.00	\$0.00
Voided	Voided	0	\$0.00	\$0.00
Stopped	Stopped	0	\$0.00	\$0.00
Total	Total	106	\$1,764,326.61	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	106	\$1,764,326.61	\$0.00
Reconciled	Reconciled	0	\$0.00	\$0.00
Voided	Voided	0	\$0.00	\$0.00
Stopped	Stopped	0	\$0.00	\$0.00
Total	Total	106	\$1,764,326.61	\$0.00

City of Turlock

Payment Register

From Payment Date: 1/10/2014 - To Payment Date: 1/16/2014

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
96217	01/10/2014	Open			Cash Account	AFLAC	\$5,310.10		
	Paying Fund								
	104 - Payroll Clearing Fund				104.11000 (Cash)				
96218	01/10/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN-	\$4,479.25		
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
96219	01/10/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN/	\$1,633.90		
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
96220	01/10/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN=	\$87,758.47		
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
96221	01/10/2014	Open			Accounts Payable	ING LIFE INSURANCE AND	\$69.34		
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				
96222	01/10/2014	Open			Accounts Payable	PERFORMANCE TRANSMISSION	\$2,000.03		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
96223	01/10/2014	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$236,947.52		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
96224	01/10/2014	Open			Accounts Payable	WILLIAMS, STEVE	\$600.00		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
96225	01/14/2014	Open			Utility Management Refund	ALV PROPERTY MANAGEMENT	\$37.92		
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)				
96226	01/14/2014	Open			Utility Management Refund	ALV PROPERTY MANAGEMENT	\$37.92		
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)				
96227	01/14/2014	Open			Utility Management Refund	AMORIM, MARIA	\$61.92		

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Paying Fund	Cash Account	Amount
96228	420 - WATER 01/14/2014 Open Utility Management Refund FURTADO, MADALENA , MARGARIDA	\$61.92 \$110.16
96229	420 - WATER 01/14/2014 Open Utility Management Refund LEWIS, AARON	\$110.16 \$92.10
96230	420 - WATER 01/14/2014 Open Utility Management Refund MENDOZA, JENNIFER K	\$92.10 \$266.58
96231	420 - WATER 01/14/2014 Open Utility Management Refund MENDOZA, JENNIFER K	\$266.58 \$279.20
96232	420 - WATER 01/14/2014 Open Utility Management Refund TIPTON, JENNY	\$279.20 \$99.30
96233	420 - WATER 01/14/2014 Open Utility Management Refund VIVEROS, ROBERTO	\$99.30 \$130.36
96234	420 - WATER 01/16/2014 Open Accounts Payable 4LEAF INC	\$130.36 \$2,410.20
96235	405 - Building 01/16/2014 Open Accounts Payable A & A PORTABLES INC	\$2,410.20 \$255.76
96236	246 - Landscape Assessment 301 - Capital Improvement 01/16/2014 Open Accounts Payable ACCOUNTTEMPS INC	\$79.76 \$176.00 \$279.84
96237	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/16/2014 Open Accounts Payable AIRGAS NCN	\$139.92 \$139.92 \$146.40

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95238	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	ALLIED WEED CONTROL INC	\$146.40
		Cash Account		\$5,295.84
	217 - Streets - Gas Tax	217.11000 (Cash)		\$740.89
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	AMERICAN WATER WORKS ASSOCIATION	\$4,554.95
95239	01/16/2014 Open Paying Fund	Accounts Payable		\$101.00
	420 - WATER	Cash Account		
	01/16/2014 Open Paying Fund	420.11000 (Cash) Accounts Payable	APPLIED PEST MANAGEMENT INC	\$101.00
95240	01/16/2014 Open Paying Fund	Accounts Payable		\$220.00
	410 - WATER QUALITY CONTROL (WQC)	Cash Account		
	01/16/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	AT&T / CALNET 2	\$220.00
95241	01/16/2014 Open Paying Fund	Cash Account		\$3,726.54
	110 - General Fund	110.11000 (Cash)		\$3,191.63
	205 - Sports Facilities	205.11000 (Cash)		\$23.91
	255 - CDBG	255.11000 (Cash)		\$12.53
	405 - Building	405.11000 (Cash)		\$12.04
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$222.02
	420 - WATER	420.11000 (Cash)		\$65.62
	501 - Information Technology	501.11000 (Cash)		\$86.32
	502 - Engineering	502.11000 (Cash)		\$13.51
	505 - Fleet	505.11000 (Cash)		\$98.96
95242	01/16/2014 Open Paying Fund	Accounts Payable	AT&T/SBC	\$97.42
	110 - General Fund	Cash Account		
	01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	AT&T/SBC	\$97.42
95243	01/16/2014 Open Paying Fund	Cash Account		\$31.57
	110 - General Fund	110.11000 (Cash)		\$31.57
	01/16/2014 Open Paying Fund	Accounts Payable	ATLANTIC HVAC INC	\$10,791.56
95244	01/16/2014 Open Paying Fund	Cash Account		\$10,791.56
	266 - Police Services Grants	266.11000 (Cash)	BALSWICK'S TIRE SHOP INC	\$1,648.64
95245	01/16/2014 Open Paying Fund	Accounts Payable		\$1,648.64
	110 - General Fund	Cash Account		
	420 - WATER	110.11000 (Cash)		\$197.70
	425 - Transit - Dial A Ride	420.11000 (Cash)		\$395.40
	01/16/2014 Open Paying Fund	425.11000 (Cash) Accounts Payable	BLX GROUP LLC	\$1,055.54
95246	01/16/2014 Open Paying Fund	Accounts Payable		\$2,250.00

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Paying Fund	Cash Account	Amount
96247	705 - NW Triangle Mello Roos (CFD #1) 01/16/2014 Open Accounts Payable BONANDER TRUCKS	\$2,250.00
96248	426 - Transit - BLAST 01/16/2014 Open Accounts Payable BUREAU VERITAS NO AMERICA	\$60.62
96249	405 - Building 01/16/2014 Open Accounts Payable BURTON'S FIRE APPARATUS	\$10,138.35
96250	110 - General Fund 01/16/2014 Open Accounts Payable CALIFORNIA PEACE OFFICERS ASSOCIATION	\$477.93
96251	110 - General Fund 01/16/2014 Open Accounts Payable CAROLLO ENGINEERS	\$400.00
96252	410 - WATER QUALITY CONTROL (WQC) 415 - Sewer Bond Projects 420 - WATER 01/16/2014 Open Accounts Payable CENTRAL SANITARY SUPPLY	\$227,045.76
96253	410 - WATER QUALITY CONTROL (WQC) 01/16/2014 Open Accounts Payable CHAMPION INDUSTRIAL	\$1,393.42
96254	110 - General Fund 301 - Capital Improvement 01/16/2014 Open Accounts Payable CHARTER COMMUNICATIONS	\$5,453.90
96255	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 01/16/2014 Open Accounts Payable CITY OF TURLOCK - CASH	\$78.39
	110 - General Fund 410 - WATER QUALITY CONTROL (WQC)	\$16.71
	410 - WATER QUALITY CONTROL (WQC)	\$3.34
	420 - WATER	\$3.34
	501 - Information Technology	\$55.00
	01/16/2014 Open Accounts Payable CITY OF TURLOCK - CASH	\$70.94
	110 - General Fund	\$14.73
	410 - WATER QUALITY CONTROL (WQC)	\$12.47

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96256	420 - WATER	420.11000 (Cash)	Accounts Payable	CLAYTON A. TITUS INC	Amount	\$16.53
	426 - Transit - BLAST	426.11000 (Cash)				\$9.00
	502 - Engineering	502.11000 (Cash)				\$18.21
	01/16/2014 Open					
	Paying Fund					\$44,800.00
96257	305 - Capital Facility Fees	305.11000 (Cash)	Accounts Payable	COIT RESTORATION SVCS INC	Amount	\$645.97
	01/16/2014 Open					
	Paying Fund					\$65,726.96
96258	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	Amount	\$736.18
	01/16/2014 Open					
	Paying Fund					\$812.82
96259	511 - Health Care	511.11000 (Cash)	Accounts Payable	COUNTRY FORD TRUCKS INC	Amount	\$6.54
	01/16/2014 Open					
	Paying Fund					\$207.30
96260	425 - Transit - Dial A Ride	425.11000 (Cash)	Accounts Payable	COUNTY BANK VISA	Amount	\$186.73
	01/16/2014 Open					
	Paying Fund					\$592.00
96261	201 - Asset Forfeiture	201.11000 (Cash)	Accounts Payable	CRESCENT SURPLUS INC	Amount	\$72,297.36
	01/16/2014 Open					
	Paying Fund					\$46.50
96262	110 - General Fund	110.11000 (Cash)	Accounts Payable	CUMMINS WEST INC	Amount	\$6.54
	01/16/2014 Open					
	Paying Fund					\$207.30
96263	426 - Transit - BLAST	426.11000 (Cash)	Accounts Payable	CURTIS & SONS INC, L N	Amount	\$186.73
	01/16/2014 Open					
	Paying Fund					\$592.00
96264	110 - General Fund	110.11000 (Cash)	Accounts Payable	GWEA	Amount	\$72,297.36
	01/16/2014 Open					
	Paying Fund					\$46.50
96265	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	DEL PUERTO WATER DISTRICT	Amount	\$72,297.36
	01/16/2014 Open					
	Paying Fund					\$46.50
96266	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	DIVISION OF THE STATE ARCHITECT	Amount	\$46.50
	01/16/2014 Open					
	Paying Fund					\$46.50
	301 - Capital Improvement	301.11000 (Cash)				\$46.50

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Payment ID	Payment Date	Open	Paying Fund	Account Type	Account Name	Account Type	Account Name	Amount
96267	01/16/2014	Open	110 - General Fund	Cash Account	110.11000 (Cash)	Accounts Payable	ECONOMIC & PLANNING INC	\$7,790.00
96268	01/16/2014	Open	426 - Transit - BLAST	Cash Account	426.11000 (Cash)	Accounts Payable	EFS WEST	\$13,537.50
96269	01/16/2014	Open	255 - CDBG	Cash Account	255.11000 (Cash)	Accounts Payable	EQUIFAX	\$49.99
96270	01/16/2014	Open	110 - General Fund	Cash Account	110.11000 (Cash)	Accounts Payable	FINANCIAL CREDIT NETWORK	\$308.37
96271	01/16/2014	Open	410 - WATER QUALITY CONTROL (WQC)	Cash Account	410.11000 (Cash)	Accounts Payable	FISHER SCIENTIFIC PRO INC	\$3,041.55
96272	01/16/2014	Open	217 - Streets - Gas Tax	Cash Account	217.11000 (Cash)	Accounts Payable	GOMES PROPANE	\$113.58
96273	01/16/2014	Open	266 - Police Services Grants	Cash Account	266.11000 (Cash)	Accounts Payable	GROENIGER & CO INC	\$1,788.73
96274	01/16/2014	Open	420 - WATER	Cash Account	420.11000 (Cash)	Accounts Payable	HAWORTH INC	\$973.46
96275	01/16/2014	Open	305 - Capital Facility Fees	Cash Account	305.11000 (Cash)	Accounts Payable	HILMAR READY MIX	\$163.59
96276	01/16/2014	Open	410 - WATER QUALITY CONTROL (WQC)	Cash Account	410.11000 (Cash)	Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$45.20
96277	01/16/2014	Open	110 - General Fund	Cash Account	110.11000 (Cash)	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$1,284.00
			215 - Streets - Grant Funded Projects	Cash Account	215.11000 (Cash)			\$628.00

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96278	410 - WATER QUALITY CONTROL (WQC) 420 - WATER	410.11000 (Cash) 420.11000 (Cash)	\$282.08 \$373.92
	01/16/2014 Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC
			\$843.58
96279	110 - General Fund 405 - Building 505 - Fleet	Cash Account 110.11000 (Cash) 405.11000 (Cash) 505.11000 (Cash)	Amount \$804.85 \$19.36 \$19.37
	01/16/2014 Open	Accounts Payable	LANGUAGE LINE SERVICES
			\$16.39
96280	110 - General Fund 01/16/2014 Open	Cash Account 110.11000 (Cash)	\$16.39
	Paying Fund	Accounts Payable	LEHIGH HANSON INC
			\$143.14
96281	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC)	217.11000 (Cash) 410.11000 (Cash)	\$71.57 \$71.57
	01/16/2014 Open	Accounts Payable	MCI ENGINEERING
			\$97,262.67
96282	215 - Streets - Grant Funded Projects 01/16/2014 Open	Cash Account 215.11000 (Cash)	Amount \$97,262.67
	Paying Fund	Accounts Payable	MISSION LINEN SUPPLY INC
			\$4,847.67
96283	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet	Cash Account 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 505.11000 (Cash)	Amount \$626.76 \$96.04 \$78.72 \$172.80 \$3,302.01 \$178.00 \$393.34
	01/16/2014 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC
			\$964.15
96284	110 - General Fund 204 - AB 939 Integrated Waste Mgmt 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering	Cash Account 110.11000 (Cash) 204.11000 (Cash) 255.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash)	Amount \$617.03 \$4.18 \$29.32 \$243.05 \$36.32 \$34.25
	01/16/2014 Open	Accounts Payable	MUNICIPAL FINANCIAL SERVICES
			\$1,440.00
	Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)	Amount \$1,440.00

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96285	01/16/2014	Open	Accounts Payable	NEXT LEVEL PARTS INC	Amount
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)	\$401.38	
	205 - Sports Facilities		205.11000 (Cash)	\$367.88	
	217 - Streets - Gas Tax		217.11000 (Cash)	\$183.94	
	246 - Landscape Assessment		246.11000 (Cash)	\$183.94	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$671.49	
	420 - WATER		420.11000 (Cash)	\$183.94	
	425 - Transit - Dial A Ride		425.11000 (Cash)	\$204.38	
96286	01/16/2014	Open	Accounts Payable	O'REILLY AUTO PARTS	\$236.76
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)	\$236.76	
96287	01/16/2014	Open	Accounts Payable	OMC STAINLESS STEEL CUST	\$710.32
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$102.24	
	420 - WATER		420.11000 (Cash)	\$608.08	
96288	01/16/2014	Open	Accounts Payable	OMNI-MEANS INC	\$12,956.00
	Paying Fund		Cash Account		
	305 - Capital Facility Fees		305.11000 (Cash)	\$12,956.00	
96289	01/16/2014	Open	Accounts Payable	P G & E	\$9,472.32
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)	\$1,898.20	
	217 - Streets - Gas Tax		217.11000 (Cash)	\$8.11	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$399.82	
	426 - Transit - BLAST		426.11000 (Cash)	\$34.95	
	505 - Fleet		505.11000 (Cash)	\$7,131.24	
96290	01/16/2014	Open	Accounts Payable	PACIFIC STORAGE COMPANY	\$427.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)	\$374.00	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$53.00	
96291	01/16/2014	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	\$680.40
	Paying Fund		Cash Account		
	305 - Capital Facility Fees		305.11000 (Cash)	\$680.40	
96292	01/16/2014	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	\$625.74
	Paying Fund		Cash Account		
	246 - Landscape Assessment		246.11000 (Cash)	\$202.61	
	302 - Street Light Installation		302.11000 (Cash)	\$2.43	

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96293	410 - WATER QUALITY CONTROL (WQC) 01/16/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	PRECISION CONCRETE CUTTING	\$420.70
96294	301 - Capital Improvement 01/16/2014 Open Paying Fund	301.11000 (Cash) Accounts Payable	PRESORT CTR STOCKTON INC	\$26,267.00
96295	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/16/2014 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable	PROCLEAN SUPPLY	\$285.68
96296	410 - WATER QUALITY CONTROL (WQC) 01/16/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	PROTECH SECURITY/ELEC INC	\$70.00
96297	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	R & S ERECTION INC	\$215.00
96298	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	RAMONT'S TOW SERVICE	\$300.00
96299	426 - Transit - BLAST 01/16/2014 Open Paying Fund	426.11000 (Cash) Accounts Payable	RMC WATER AND ENVIRONMENT	\$19,893.73
96300	410 - WATER QUALITY CONTROL (WQC) 01/16/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	ROLAND PHD, JOCELYN E	\$1,000.00
96301	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	ROMEO MEDICAL CLINIC	\$1,004.00
96302	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/16/2014 Open Paying Fund	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable	SAFARILAND LLC	\$23,097.40
	266 - Police Services Grants Paying Fund	266.11000 (Cash)		\$23,097.40

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Account Number	Payment Date	Open	Paying Fund	Account Type	Cash Account	Payee	Amount
96303	01/16/2014	Open		Accounts Payable		SAFETY-KLEEN CORPORATION	\$134.32
					410.11000 (Cash)		\$134.32
96304	01/16/2014	Open		Accounts Payable		SAN JOAQUIN VALLEY	\$4,202.00
					110.11000 (Cash)		\$240.00
					410.11000 (Cash)		\$3,169.00
					420.11000 (Cash)		\$793.00
96305	01/16/2014	Open		Accounts Payable		SECURE DELIVERY	\$122.00
					420.11000 (Cash)		\$122.00
96306	01/16/2014	Open		Accounts Payable		SHARPENING SHOP	\$366.44
					110.11000 (Cash)		\$59.89
					410.11000 (Cash)		\$172.21
					420.11000 (Cash)		\$134.34
96307	01/16/2014	Open		Accounts Payable		SIEMENS INDUSTRY INC	\$14,084.26
					216.11000 (Cash)		\$14,084.26
96308	01/16/2014	Open		Accounts Payable		SIERRA CHEMICAL CO	\$14,083.42
					410.11000 (Cash)		\$14,083.42
96309	01/16/2014	Open		Accounts Payable		SIERRA MOUNTAIN CONSTRUCTION INC	\$368,680.75
					415.11000 (Cash)		\$368,680.75
96310	01/16/2014	Open		Accounts Payable		SOUTHWEST SCHOOL &	\$205.77
					270.11000 (Cash)		\$205.77
96311	01/16/2014	Open		Accounts Payable		STANISLAUS CO PLANNING	\$89,040.00
					256.11000 (Cash)		\$89,040.00
96312	01/16/2014	Open		Accounts Payable		STANISLAUS COUNTY	\$127,043.57
					621.11000 (Cash)		\$127,043.57
96313	01/16/2014	Open		Accounts Payable		STANISLAUS REGIONAL TRANS	\$799.00
					Cash Account		

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96314	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	STATE OF CALIFORNIA	\$799.00	\$738.00
96315	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	T I D	\$738.00	\$170,377.60
96316	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 505 - Fleet 01/16/2014 Open Paying Fund	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash) Accounts Payable	TBA AUTO PARTS	\$16,372.78 \$1,758.34 \$132,960.15 \$18,252.75 \$263.79 \$769.79	\$2,776.84
96317	110 - General Fund 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 426 - Transit - BLAST 01/16/2014 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash) Accounts Payable	TG HYDRAULICS	\$1,739.99 \$6.01 \$12.73 \$164.57 \$239.67 \$160.43 \$453.44	\$3.45
96318	426 - Transit - BLAST 01/16/2014 Open Paying Fund	426.11000 (Cash) Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$3.45	\$10,000.00
96319	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/16/2014 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable	TURLOCK SCAVENGER CO INC	\$5,000.00 \$5,000.00	\$200,000.00
96320	110 - General Fund 01/16/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$200,000.00	\$810.00
96321	110 - General Fund 203 - Animal Fee Forfeiture 01/16/2014 Open Paying Fund	110.11000 (Cash) 203.11000 (Cash) Accounts Payable	UNITED RESOURCE SYSTEMS INC	\$125.00 \$685.00	\$65.74

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96322	110 - General Fund	110.11000 (Cash)				\$19.11
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$25.84
	420 - WATER	420.11000 (Cash)				\$20.79
	01/16/2014	Open	Accounts Payable	UNIVAR USA INC		\$9,827.74
	Paying Fund	Cash Account			Amount	
96323	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$9,827.74
	01/16/2014	Open	Accounts Payable	USC FOUNDATION FOR CROSS- CONNECTION CONTROL		\$875.00
	Paying Fund	Cash Account			Amount	
96324	420 - WATER	420.11000 (Cash)				\$875.00
	01/16/2014	Open	Accounts Payable	V & V MFG INC		\$46.69
	Paying Fund	Cash Account			Amount	
96325	110 - General Fund	110.11000 (Cash)				\$46.69
	01/16/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC		\$765.71
	Paying Fund	Cash Account			Amount	
96326	110 - General Fund	110.11000 (Cash)				\$765.71
	01/16/2014	Open	Accounts Payable	VERIZON WIRELESS		\$895.81
	Paying Fund	Cash Account			Amount	
96327	110 - General Fund	110.11000 (Cash)				\$895.81
	01/16/2014	Open	Accounts Payable	VETERINARY MED CTR INC		\$200.00
	Paying Fund	Cash Account			Amount	
96328	203 - Animal Fee Forfeiture	203.11000 (Cash)				\$200.00
	01/16/2014	Open	Accounts Payable	VS VISUAL STATEMENT INC.		\$975.00
	Paying Fund	Cash Account			Amount	
96329	266 - Police Services Grants	266.11000 (Cash)				\$975.00
	01/16/2014	Open	Accounts Payable	WALKER ASSOC INC, LARRY		\$336.38
	Paying Fund	Cash Account			Amount	
96330	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$336.38
	01/16/2014	Open	Accounts Payable	WESCO DISTRIBUTION INC		\$3,212.61
	Paying Fund	Cash Account			Amount	
96331	246 - Landscape Assessment	246.11000 (Cash)				\$3,212.61
	01/16/2014	Open	Accounts Payable	WEST PUBLISHING CORPORATION		\$137.45
	Paying Fund	Cash Account			Amount	
96332	110 - General Fund	110.11000 (Cash)				\$137.45
	01/16/2014	Open	Accounts Payable	WONDRIES		\$163,648.68
	Paying Fund	Cash Account			Amount	
	506 - Vehicle/Equipment Replacement	506.11000 (Cash)				\$163,648.68

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Account Number	Payment Date	Open	Account Name	Account Type	Account Name	Account Type	Amount
96333	01/16/2014	Open	ZALREICH CHEMICAL CO INC	Accounts Payable	ZALREICH CHEMICAL CO INC	Accounts Payable	\$107,127.92
				Cash Account			
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$107,127.92
96334	01/16/2014	Open	ZAP MFG INC	Accounts Payable	ZAP MFG INC	Accounts Payable	\$298.81
				Cash Account			
			225 - Transporfation Tax	225.11000 (Cash)			\$298.81
96335	01/16/2014	Open	APCO INTERNATIONAL	Accounts Payable	APCO INTERNATIONAL	Accounts Payable	\$120.00
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$120.00
96336	01/16/2014	Open	AULAK, TARANJOT	Accounts Payable	AULAK, TARANJOT	Accounts Payable	\$500.00
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$500.00
96337	01/16/2014	Open	CAL ACT	Accounts Payable	CAL ACT	Accounts Payable	\$395.00
				Cash Account			
			426 - Transit - BLAST	426.11000 (Cash)			\$395.00
96338	01/16/2014	Open	CORONA, KEVIN	Accounts Payable	CORONA, KEVIN	Accounts Payable	\$305.00
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$305.00
96339	01/16/2014	Open	CRADDOCK, ANDREA	Accounts Payable	CRADDOCK, ANDREA	Accounts Payable	\$166.00
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$166.00
96340	01/16/2014	Open	EDDY, SARAH	Accounts Payable	EDDY, SARAH	Accounts Payable	\$333.33
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$333.33
96341	01/16/2014	Open	HOBBS, KEITH	Accounts Payable	HOBBS, KEITH	Accounts Payable	\$140.00
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$140.00
96342	01/16/2014	Open	LAZAR, JOHN	Accounts Payable	LAZAR, JOHN	Accounts Payable	\$158.66
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$158.66
96343	01/16/2014	Open	LUBE N OIL	Accounts Payable	LUBE N OIL	Accounts Payable	\$318.58
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$318.58
96344	01/16/2014	Open	MODESTO BATTERY	Accounts Payable	MODESTO BATTERY	Accounts Payable	\$116.24
				Cash Account			
			110 - General Fund	110.11000 (Cash)			\$116.24
96345	01/16/2014	Open	NASCIMENTO, STEVEN	Accounts Payable	NASCIMENTO, STEVEN	Accounts Payable	\$179.29

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$179.29
96346 01/16/2014 Open	Accounts Payable	\$137.00
	NENA NATIONAL EMERGENCY NUMBER ASSOCIATION	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$137.00
96347 01/16/2014 Open	Accounts Payable	\$225.00
	TAYLOR, RICHARD, SCOTT	
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$225.00
96348 01/16/2014 Open	Accounts Payable	\$140.00
	THOMAS, CHAD, W	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$140.00
96349 01/16/2014 Open	Accounts Payable	\$60.00
	THOMAS, CHAD, W	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$60.00
96350 01/16/2014 Open	Accounts Payable	\$333.33
	VAN GUILDER, ALLISON	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$333.33
96351 01/16/2014 Open	Accounts Payable	\$333.33
	WILLIAMS, STEVE	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$333.33
135 Transactions		
Type Check Totals:		\$2,337,272.10
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	135	\$2,337,272.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	135	\$2,337,272.10	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	135	\$2,337,272.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	135	\$2,337,272.10	\$0.00

Payment Register

From Payment Date: 1/10/2014 - To Payment Date: 1/16/2014

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	135	\$2,337,272.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	135	\$2,337,272.10	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	135	\$2,337,272.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	135	\$2,337,272.10	\$0.00

1. A. **CALL TO ORDER** – Mayor Lazar called the meeting to order at 7:03 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

C. SWEARING IN OF ALLISON VAN GUILDER – PARKS, RECREATION AND PUBLIC FACILITIES SERVICES DIRECTOR

City Clerk Kellie Weaver administered the Oath of Office to City of Turlock Parks, Recreation and Public Facilities Services Director Allison Van Guilder. Ms. Van Guilder thanked everyone for their support and acknowledged family members who were present.

Mayor Lazar acknowledged the presence of District 2 Supervisor Vito Chiesa of the Stanislaus County Board of Supervisors.

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

- A. Mayor Lazar recommended that Bianca Davoodian be appointed as a member of the Parks, Recreation and Community Programs Commission.

Action: Motion by Councilmember DeHart, seconded by Councilmember White, appointing Bianca Davoodian as a member of the Parks, Recreation and Community Programs Commission for a term to expire December 31, 2016. Motion carried 5/0 by the following vote:

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

Note: Item 2B was heard after item 3B₂.

3. A. SPECIAL BRIEFINGS:

1. Turlock City Arts Commissioner Sergio Alvarado had no news to report as the Arts Commission has been unable to meet due to lack of quorum.

B. STAFF UPDATES

Staff Update Items 1 through 8 were handled out of order.

2. Fire Chief Tim Lohman and Police Captain Carl Nielsen provided information to Council on support staffing status for their respective areas, including information about funding balances, areas where funding has been used, and the ongoing challenge of maintaining service levels.

- Item 2B**
- B. Mayor Lazar announced the appointment of Stanislaus County Alliance CEO, Dave White. Mr. White made a self-introduction and spoke of the Alliance's dedication to service through transparency, accountability, collaboration, and communication.
 3. Deputy Director of Development Services/Planning Manager Debbie Whitmore introduced Laura Podolsky from the Local Government Commission and Stefan Pellegrini of Opticos Design, Inc., who provided an overview and summary of the Downtown Community Visioning Workshop, which included ideas about frontage and setbacks, building types, refining building height, coordinating public land and private realm improvements to encourage growth but keep with the character of the downtown area.

Mayor Lazar stepped down from the dais and turned the meeting over to Vice Mayor White.

4. Parks, Recreation, and Public Facilities Director Allison Van Guilder provided a brief history on the Street Tree Program, Policy and Procedure, including efforts to partner with property owners and maintaining Turlock's urban forest.

Mayor Lazar returned to the dais and resumed control of the meeting.

1. Turlock Together representative Manuel Drumonde provided a report on 2013 Turlock Together activities. Mr. Drumonde noted that over 1,800 families were served and thanked all who donated time and resources to make it possible.
5. Municipal Services Director Michael Cooke provided information on a Notice of Discharge Violation and Proposed Penalty for Water Quality Control.
8. Municipal Services Director Michael Cooke presented information relative to Turlock Water Conservation, including encouraging residents to conserve water, conservation methods, and statistical comparisons from past and present years.
6. City Manager Roy Wasden provided an update on the status of City of Turlock/Turlock Irrigation District Meetings and advised that an additional meeting has been scheduled.
7. City Manager Roy Wasden provided an update on the status of Off-Site City Council Meetings including Ordinance requirements that all regular meetings be held at the current location and possibilities/challenges of holding an off-site special meeting.

C. PUBLIC PARTICIPATION:

Sukhi Deol of 3450 Brookstone spoke regarding concerns over street trees in his neighborhood sitting too low to the ground for the street sweeper to properly clean around. Parks, Recreation, and Public Facilities Director Allison Van Guilder was asked to meet with Mr. Deol.

Melody Remington spoke against a new business trying to obtain an alcoholic beverage license for 755 Wayside Drive for reasons including late hours of operation and safety concerns. Police Captain Carl Nielsen was asked to meet with Ms. Remington.

Dr. Harinder Grewal also spoke against the proposed business at 755 Wayside Drive for reasons including the economic impact it would have to existing businesses in the area, crime, and parking issues. Councilmember Nascimento asked for an update at the next Council meeting in regard to this matter.

Ryan Chambers spoke in favor of beginning a discussion regarding Turlock police officers wearing body cameras.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to waive reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Mayor Lazar noted a request to remove Item 5F from the Consent Calendar for separate consideration.

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

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

- A. **Resolution No. 2014-016** Accepting Demands of 12/12/13 in the amount of \$2,427,307.01; Demands of 12/19/13 in the amount of \$2,600,264.05; Demands of 1/2/14 in the amount of \$473,436.82
- B. Motion: Accepting Minutes of Regular Meeting of January 14, 2014; Minutes of Special Meeting of January 14, 2014
- C. 1). Motion: Approving Amendment No. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for City Project No. 10-54, "Morgan Ranch Master Plan"
2). Motion: Approving Amendment No. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Ltd., to provide professional transportation and traffic design services for City Project No. 10-54, "Morgan Ranch Master Plan"
- D. **Resolution No. 2014-017** Initiating proceedings for the Sutter Gould Medical Foundation (Parcel Map 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-46

- E. 1). *Motion*: Making the determination that City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines
2). *Motion*: Awarding bid and approving an agreement in the amount of \$6,450 [Fund 426-40-415.47451 "Contingencies (LTF Capital)"] with Sinclair General Engineering Construction, of Oakdale, California, for City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center"
- F. *Removed for separate consideration.*
- G. **Resolution No. 2014-018** Appropriating \$6,000 to account number 228-60-608.43701 "Parks Master Plan (Community Parks)" from Fund 228 "Community Park" reserve balance to update the City's Parks Master Plan and Park Improvement Fee
- H. *Motion*: Approving an agreement with Lewis and Dolores Baptista for Parcel No. 044-015-008 consisting of 10 acres at the southwest corner of 1300 S. Kilroy and 2201 W. Linwood for agricultural purposes, for a period of forty-seven (47) months
- I. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, in an amount not to exceed \$40,880 from Fund 410-51-530.43316 "NPDES Permit Studies"
- J. 1). *Motion*: Approving the purchase of a Time and Attendance Interface, Animal Licensing, and Leave Management from New World Systems in an amount not to exceed \$58,760 and authorizing the City Manager to sign the license agreement
2). **Resolution No. 2014-019** Appropriating \$25,440 to account number 227-40-135.51011 "Computer Software" and \$17,200 to account number 240-00-000-200.51005_002 "Financial Software" from Fund 227 "Public Safety Tax" and Fund 240 "Small Equipment Replacement-General Administration" reserve balance for the purchase of Animal Licensing Software and Leave Management Software from New World Systems
- K. **Resolution No. 2014-020** Authorizing the City Manager, the City Manager's designee, or the City Attorney to execute agreements between the City of Turlock and local businesses or residents for the purpose of conducting training on non-City owned property
- L. **Resolution No. 2014-021** Appropriating \$159,484 to account number 512-10-152.47075_003 "Premiums Liability" from Fund 512 "Casualty Insurance-Self Insurance-Liability" reserve balance for a retrospective adjustment from the Central San Joaquin Valley Risk Management Authority
- M. **Resolution No. 2014-022** Authorizing the City Manager to enter into an agreement with U.S. Bank and to sign an addendum to the State of California Purchase Card Program Master Services Agreement for continued use of the Cal Card program
- N. *Motion*: Rejecting Claim for Damages filed by Debra Borrelli

Item 5F

Development Services Director Mike Pitcock presented the staff report on the request to approve an agreement with Alta Planning + Design, Inc. for the development of a bicycle master plan and pedestrian master plan associated with City Project No. 13-64, "Develop an Active Transportation Plan," and appropriate necessary funding.

Mayor Lazar asked for public comment.

Elizabeth Claes spoke in favor of the development of a bicycle master plan and pedestrian master plan for reasons including improved health, support for local businesses, developing a sense of community, and safety issues.

Logan Ladd spoke regarding concerns over cars pulling into bike lanes and related safety issues.

Anthony Fagundes spoke in favor of the bike master plan and the advancement of bicycle activity.

Mayor Lazar closed public comment.

Council and staff discussion included identifying safe routes to parks in addition to safe routes to schools, a new law enacted regarding proximity of vehicles to bicyclists, and the possibility of expanding the scope of the project in the future to include safe routes to parks.

Action: Motion by Councilmember White, seconded by Councilmember Bublak, Approving an agreement in the amount of \$136,975 (Fund 216) with Alta Planning + Design, Inc., of Sacramento, California, for the development of a bicycle master plan and pedestrian master plan associated with City Project No. 13-64, "Develop an Active Transportation Plan." Motion carried 5/0 by the following vote:

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

Resolution No. 2014-023 Appropriating \$142,244 to account number 216-40-421.43060_009 "Contract Services Active Transportation Plan" to be funded using unexpended Non-Motorized monies in Fund 216 "Streets-Local Transportation Funds" as part of City Project No. 13-64, "Develop an Active Transportation Plan" was introduced by Councilmember White, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

6. FINAL READINGS:

A. **Ordinance No. 1191-CS** Amending Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements as introduced on January 14, 2014 was passed and adopted 5/0 by the following vote:

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

- B. **Ordinance No. 1192-CS** Adding Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock as introduced on January 14, 2014 was passed and adopted 5/0 by the following vote:

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

- C. **Ordinance No. 1193-CS** Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays as introduced on January 14, 2014 was unanimously passed and adopted 5/0 by the following vote:

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

Resolution No. 2014-024 Adopting the 2014 City Council Meeting Schedule was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

7. PUBLIC HEARINGS

- A. Development Services Director Mike Pitcock presented the staff report on the request to confirm the annexation of 855 N. Olive Avenue (Parcel No. 042-024-051) and 871 N. Olive Avenue (Parcel No. 042-024-050), to the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 0747.

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

Action: **Resolution No. 2014-025** Confirming the annexation of 855 N. Olive Avenue (Parcel No. 042-024-051) and 871 N. Olive Avenue (Parcel No. 042-024-050), to the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 0747 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

- A. Development Services Department Mike Pitcock presented the staff report on the request to accept the Building Department Fee Program report.

Council discussion included aspects of the reduction on residential vs. commercial, future budgetary considerations in light of the reduction in revenue, and outcomes of the new deposit based fee system.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Accepting the Building Department Fee Program report. Motion carried 5/0 by the following vote:

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

- B. ***Removed from Agenda to be brought forward at the February 25, 2014 City Council meeting.*** Request to combine the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Nascimento asked for consideration in bringing forward an updated City Council Code of Conduct to include disclosure of ex parte communications.

Councilmember Nascimento asked for consideration that the City Attorney bring forward a draft Campaign Finance Ordinance amendment aimed at providing greater transparency and accountability to the City Council.

10. COUNCIL COMMENTS:

Councilmember White announced the Ground Breaking Ceremony for the Turlock Gospel Mission on Wednesday, January 29, 2014 at 10:00 a.m. on S. Broadway.

Mayor Lazar congratulated City Manager Roy Wasden on the Special Recognition award he received at the recent Turlock Chamber of Commerce Best of Turlock Awards. Mayor Lazar thanked Mr. Wasden for his many contributions to the City of Turlock.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

- A. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."

Property: 480 Julian Street, Turlock, CA (APN No. 061-010-014)

Agency Negotiator: Roy W. Wasden

Negotiating Parties: Stanislaus County Tax Collector

Under Negotiation: Price and terms of payment

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember White, to adjourn at 7:37 p.m. Motion carried 5/0 by the following vote:

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

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

5C

February 11, 2014

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

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$3,943 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"

2. DISCUSSION OF ISSUE:

On March 26, 2013 council awarded a contract in the amount of \$356,157 to George Reed Inc., of Modesto, California for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements".

Change Order History:

	Amount	City Council Meeting
Original Contract	\$356,157	March 26, 2013
Change Order No. 1	\$ 3,943	February 11, 2014
Adjusted Contract Total	\$360,100	

Change Order No. 1:

A. (-\$400). Compaction re-testing of storm drain trench. The City's retained materials testing lab performs compaction testing of native soil and aggregate base rock. There were four (4) tests that failed to achieve the required relative compaction and the area required re-working before passing results were eventually achieved. The contract special provisions allow the City to withhold \$100 per failed test from the contract to recuperate costs incurred due to re-testing.

B. \$3,675. Re-grading aggregate base and lowering redwood header board in widened area per Contract Change Directive No. 4. Staff had originally designed for F Street west of Golden State Boulevard to receive a 2" thick hot mix asphalt overlay as a repair procedure to lengthen the useful life of the distressed pavement. Staff issued Contract Change Directive No. 4 to rehabilitate the road by way of full depth reconstruction of the aggregate base

and asphalt layers, rather than apply an asphalt overlay. This decision was made after it was discovered that the existing asphalt was a thinner section than was previously thought, thus decreasing the ability of an overlay to extend the useful life of the road. As the contractor had already placed aggregate base and redwood header board in an adjacent widened area of the road in preparation for the asphalt overlay, this area had to be regraded in order for the finished grade of the pavement to maintain a uniform cross slope as a result of the road reconstruction. This change order item is specific to the agreed lump sum items to re-grade the aggregate base and lower the redwood header board. The increased cost of additional grinding, aggregate base, and hot mix asphalt due to the reconstruction will be accounted for in the final quantities change order at project completion.

- C. \$668. Additional striping and signage per Contract Change Directive No. 2 and No. 5.** Adjustments to the striping and signage plan were required to adjust some of the centerline and left turn striping and add a couple signs to First Street due to the addition of the signal near the railroad tracks.

3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) Change Order No. 1 provides a credit to the City for failed compaction tests, as well as compensates the Contractor for changes to the F Street pavement section and additional striping and signage.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies

iv) Streets/Roadways

The intersection of Golden State Boulevard and F Street is deficient in terms of traffic movement efficiency, safety, and pavement condition.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Funds have been encumbered for the project in line item 215-40-420.51210, "Federal Street Projects", for contingencies such as this Contract Change Order No.

1. The original contract amount of \$356,157 will be increased in the amount of \$3,943, bringing the total contract to \$360,100.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

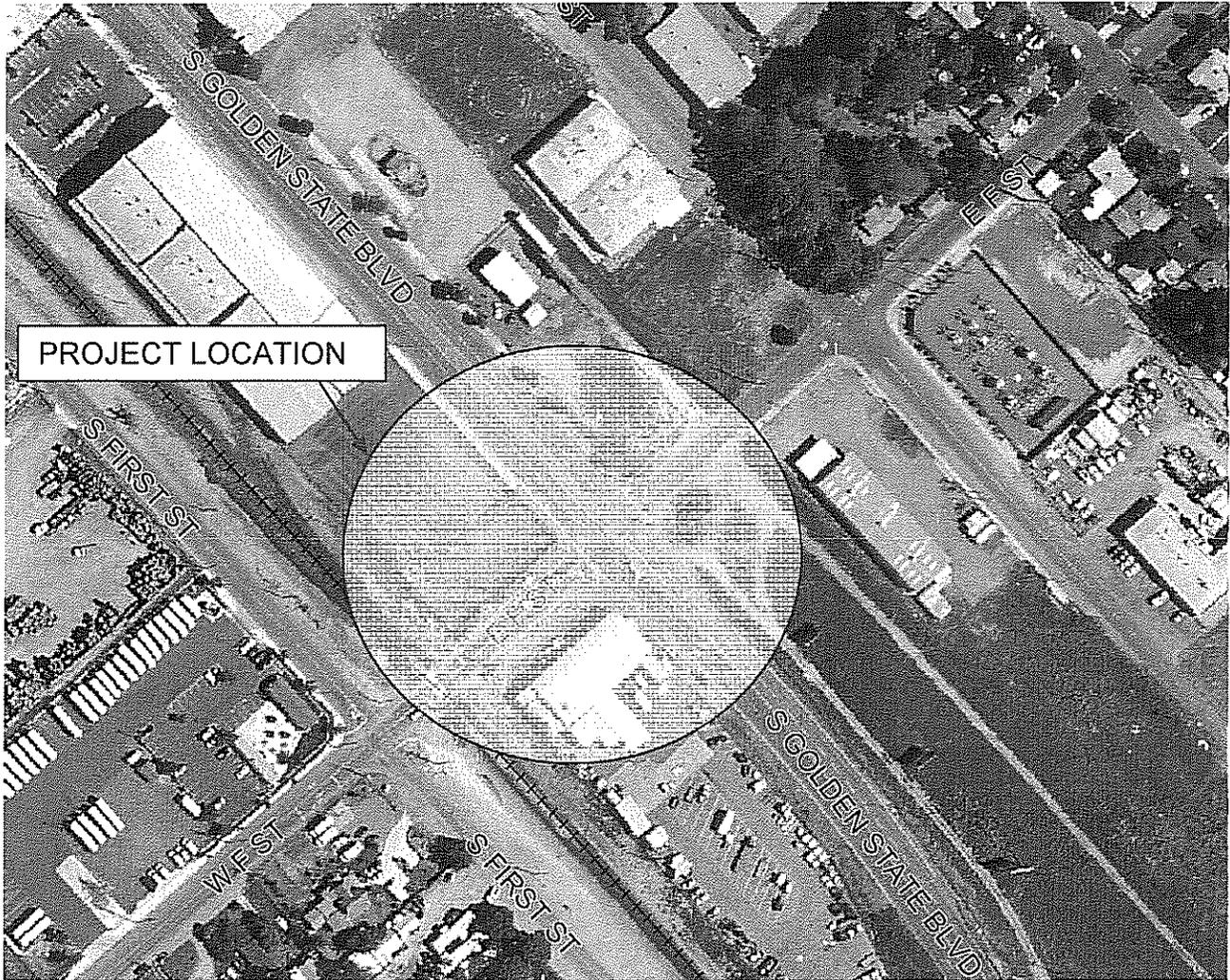
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not accept notification of the Contract Change Order. This is not recommended as 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. This contract change order is 1.1% of the original contract cost and therefore is approved by the City Engineer.

CITY PROJECT NO. 11-20
Golden State Boulevard and F Street Intersection Improvements





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352
209-523-0734

Project Name: Golden State Boulevard and F Street Intersector
Project No.: 11-20
Awarded on: March 26, 2013
Original Contract Amount: \$356,157
Increase to contract: \$3,943.00
Increase percentage: 1.1%
New Contract Total: \$360,100.00

Change Order No.

Description of change order:

- A. (-\$400). **Compaction Re-testing** - Contractor failed four (4) compaction tests during backfill of storm drain line. Retesting is charge against the contract at a cost of \$100 per failed test per the Special Provisions.
- B. \$3,675. **Re-grading aggregate base and lowering header board in widened area per Contract Change Directive No. 4** - CCD No. 4 changed a portion of F St. from an overlay to a reconstruct after grades in an adjacent reconstruct area had already been made.
- C. \$668. **Additional striping and signage per Contract Change Directive No. 2 and No. 5**

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: 27-Jan-14 Change Order No.: 1
 Project Name: Golden State Boulevard and F Street Intersection Improvements

George Reed, Inc.
 P.O. Box 4760
 Modesto, CA 95352

Project No.: 11-20
 Contract For: \$356,157.00
 Contract Award Date: March 26, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
A.	Compaction re-testing of storm drain trench	LS	1	(\$400.00)	(\$400.00)
B.	Re-grading aggregate base and lowering header board in widened area per Contract Change Directive No. 4	LS	1	\$3,675.00	\$3,675.00
C.	Additional striping and signage per Contract Change Directive No. 2 and No. 5	LS	1	\$668.00	\$668.00
Total this CCO=					\$3,943.00

The original contract sum = **\$356,157.00**

Net change by previous change orders = **\$0.00**

Contract price increase = **\$3,943.00**

The new contract sum including this change order will be = **\$360,100.00**

The contract time will be increased by (28) working days.

Accepted: _____
 Contractor

Date: _____

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

Date: _____



Council Synopsis

5D

February 11, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of (\$15,435.20) (Fund 441) for City Project No. 11-29, "Cooper Ave. Storm Drain Line," bringing the contract total to \$510,616.80

Motion: Accepting improvements for City Project No. 11-29, "Cooper Ave. Storm Drain Line," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 13, 2013, Council awarded a contract in the amount of \$526,052 to Rolfe Construction of Atwater, California, for "Cooper Avenue Storm Drain Line." During the course of construction several changes were made to accommodate conditions in the field. After review of the changes City Staff and Rolfe Construction recommend the change order.

Change Order History	Amount	City Council Meeting
Original Contract	\$526,052	8/13/2013
Change Order No. 1(Final)	(\$15,435.20)	2/11/2014
Adjusted Contract Total	\$510,616.80	

Change order No. 1 (Final) includes the following:

There were various deductions and increases in the quantities of specific contract items. These changes were the result of conditions that were discovered in the field. The solutions implemented to resolve these unforeseen conditions resulted in a cost savings in the amount of \$15,435.20.

3. BASIS FOR RECOMMENDATION:

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

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

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
iii. Wastewater
vi. Storm water management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 441-51-536.51270, "Construction Project" and are available for final payment of this Contract. With Council acceptance of Contract Change Order No. 1(Final), the original contract amount of \$526,052 will be decreased in the amount of (\$15,435.20), bringing the total contract to \$510,616.80.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not accept Change Order No. 1(Final). This option is not recommended by City Staff because the scope of work modification was needed to comply with City standards, as well as the project plans and specifications.

City Project No. 11-29
Cooper Ave. Storm Drain Line





CONTRACT CHANGE ORDER

Date issued: 11-Feb-14 **Change Order No.:** 1 (FINAL)
Project Name: Cooper Ave. Storm Drain Line

Rolfe Construction
 3573 Southern Pacific Ave.
 Atwater, CA 95301

Project No.: 11-29
Contract For: \$526,052.00
Contract Award Date: August 13, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	\$510,616.80
Contractor's Bid Amount for Bid Items	---	---	---	\$526,052.00
Subtotal of Difference				(\$15,435.20)
Total this CCO=				(\$15,435.20)
<i>The original contract sum =</i>				\$526,052.00
<i>Net change by previous change orders =</i>				\$0.00
<i>(decreased)</i>				(\$15,435.20)
<i>The new contract sum including this change order will be =</i>				\$510,616.80
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.				

Accepted: _____ **Date:** _____
 Contractor

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

Approved: _____ **Date:** _____
 Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES
Cooper Ave. Storm Drain Line

Project No. 11-29

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	\$0.00
2	Traffic Control	LS	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	\$0.00
3	Sheeting and Shoring	LS	\$2,600.00	1.00	\$2,600.00	1.00	\$2,600.00	\$0.00
4	Dewatering	LS	\$2,600.00	0.00	\$0.00	1.00	\$2,600.00	(\$2,600.00)
5	Remove existing improvements	LS	\$2,900.00	1.00	\$2,900.00	1.00	\$2,900.00	\$0.00
6	Cleaning and Grubbing	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
7	Hot Mix Asphalt (PG 70-10)	TON	\$130.00	785.96	\$102,174.80	800.00	\$104,000.00	(\$1,825.20)
8	Aggregate Base (Class 2 AB)	CY	\$55.00	400.00	\$22,000.00	400.00	\$22,000.00	\$0.00
9	Minor Concrete (Curb and Gutter)	LF	\$116.00	137.00	\$15,892.00	137.00	\$15,892.00	\$0.00
10	Minor Concrete (Utility Crossing)	EA	\$280.00	10.00	\$2,800.00	10.00	\$2,800.00	\$0.00
11	Adjust Frames and Covers to Grade	EA	\$310.00	17.00	\$5,270.00	28.00	\$8,680.00	(\$3,410.00)
12	6" PVC SDR 26 Sewer Pipe	LF	\$73.00	40.00	\$2,920.00	40.00	\$2,920.00	\$0.00
13	8" PVC SDR 26 Sewer Pipe	LF	\$73.00	5.00	\$365.00	5.00	\$365.00	\$0.00
14	12" Ductile Iron Sewer Casing Pipe	LF	\$100.00	10.00	\$1,000.00	20.00	\$2,000.00	(\$1,000.00)
15	48" Sewer Manhole (Detail S-3)	EA	\$3,200.00	0.00	\$0.00	1.00	\$3,200.00	(\$3,200.00)
16	8" Class 305 C-900 Storm Pipe	LF	\$135.00	23.00	\$3,105.00	23.00	\$3,105.00	\$0.00
17	18" PVC Storm Pipe	LF	\$99.00	352.00	\$20,768.00	352.00	\$20,768.00	\$0.00
18	24" PVC Storm Pipe	LF	\$74.00	3053.00	\$225,922.00	3,053.00	\$225,922.00	\$0.00
19	48" Storm Manhole (Detail S-3)	EA	\$2,500.00	14.00	\$35,000.00	14.00	\$35,000.00	\$0.00
20	60" Storm Manhole (Separation)	EA	\$3,400.00	1.00	\$3,400.00	2.00	\$6,800.00	(\$3,400.00)
21	Catch Basin (Detail SD-3)	EA	\$2,700.00	12.00	\$32,400.00	13.00	\$35,100.00	(\$2,700.00)
22	Connect Existing Catch Basin	EA	\$900.00	5.00	\$4,500.00	2.00	\$1,800.00	\$2,700.00
23	Landscaping	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
24	Irrigation	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
25	Monument Wells	EA	\$200.00	3.00	\$600.00	3.00	\$600.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =			510,616.80	\$510,616.80		\$526,052.00	(\$15,435.20)
	CHANGE ORDERS							
	SUB-TOTAL CHANGE ORDER ITEMS =			\$0.00	\$0.00		\$0.00	\$0.00
	TOTAL PROJECT =			\$510,616.80	\$526,052.00		\$526,052.00	(\$15,435.20)

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. 11-29
COOPER AVENUE STORM DRAIN LINE**

Notice is hereby given that work on the above-referenced project located on City right-of-way at Cooper Avenue and Bell Street in the City of Turlock, was completed by the undersigned agency on February 11, 2014. The contractor of work was Rolfe Construction Company, 3573 Southern Pacific Avenue, Atwater, CA 95301, 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 February 12, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5E

February 11, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$7,602.94 (Fund 246) for City Project No. 13-21, "Slurry Seals 2013," bringing the contract total to \$642,468.30

Motion: Accepting improvements for City Project No. 13-21, "Slurry Seals 2013," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 13, 2013, staff awarded a contract in the amount of \$634,865.36 to Central Valley Engineering & Asphalt, Inc of Roseville, California for "Slurry Seals 2013." During the course of construction several changes were made to accommodate conditions in the field. After review of the changes City Staff and Central Valley Engineering & Asphalt, Inc., recommend the following change order:

Change Order History	Amount	City Council Meeting
Original Contract	\$634,865.36	8/13/2013
Change Order No. 1	\$7,602.94	2/11/2014
Adjusted Contract Total	\$642,468.30	

Change order No. 1(Final) includes:

There were various deductions and increases in the quantities of specific contract items in the amount of \$7,602.94. These changes were the result of conditions that were discovered in the field.

3. BASIS FOR RECOMMENDATION:

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

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

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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

Goal(s): a Community Infrastructure
v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 246-60-600.43700 and are available for contingencies such as this Contract Change Order No. 1(Final). The original contract amount of \$634,865.36 will be increased in the amount of \$7,602.94, bringing the total contract to \$642,468.30.

Note: 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). Not accept Change Order No. 1(Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.



CONTRACT CHANGE ORDER

Date issued: 11-Feb-14 Change Order No.: 1 (FINAL)
 Project Name: Slurry Seals 2013

Central Valley Engineering & Asphalt, Inc Project No.: 13-21
 216 Kenroy Lane Contract For: \$634,865.36
 Roseville, CA 95678 Contract Award Date: August 13, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	-	-	-	\$642,468.30
Contractor's Bid Amount for Bid Items	-	-	-	\$634,865.36
Subtotal of Difference				\$7,602.94
Total this CCO=				\$7,602.94
<i>The original contract sum =</i>				\$634,865.36
<i>Net change by previous change orders =</i>				\$0.00
<i>(increased)</i>				\$7,602.94
<i>The new contract sum including this change order will be =</i>				\$642,468.30
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.				

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

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. 13-21
SLURRY SEALS 2013**

Notice is hereby given that work on the above-referenced project located on City right-of-way at various locations within the City of Turlock, was completed by the undersigned agency on February 11, 2014. The contractor of work was Central Valley Engineering & Asphalt, 216 Kenroy Lane, Roseville, CA 95678, 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 February 12, 2014 at Turlock, California, Stanislaus County



Council Synopsis

February 11, 2014

5F

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$2,245.74 (Fund 305) for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," bringing the contract total to \$47,045.74

Motion: Accepting improvements for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On November 12, 2013, Council awarded a contract in the amount of \$44,800 to Clay A. Titus, Inc. of Stockton, California for "Public Safety Training Facility Structure Relocation." During the course of construction additional foundation lumber was needed to accommodate conditions in the field. After review of the changes City Staff and Clay A. Titus, Inc. recommend the change order.

Change Order History	Amount	City Council Meeting
Original Contract	\$44,800	11/12/13
Change Order No. 1	\$2,245.74	2/11/14
Adjusted Contract Total	\$47,045.74	

Change order No. 1(Final) includes:

The location selected for the relocation of the building is a paved area previously used to store equipment and materials. This area is aggressively sloped to drain and required additional foundation lumber in order to level the building. City Staff was aware of this condition and stated in the specifications that the cost of additional lumber would be paid through the change order process. The Contractor submitted receipts for the required lumber in the amount of \$2,245.74.

3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The relocation of the interim building is consistent with the Police Department Strategic Plan and Growth projections

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 305-40-441.51270 and are available for contingencies such as this Contract Change Order No. 1(Final). The original contract amount of \$44,800 will be increased in the amount of \$2,245.74, bringing the total contract to \$47,045.74.

Note: 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). Not approve Change Order No. 1(Final). This option is not recommended by City Staff because the extra work was needed to comply with the California Building Code, City standards, project plans and specifications.

PUBLIC SAFETY TRAINING FACILITY
(Not to scale)



The Interim Evidence/Investigation Facility will be relocated to the City Corporation Yard at 801 S. Walnut and utilized as the Public Safety Training Facility



CITY OF TURLOCK

FINAL QUANTITIES

Public Safety Training Facility Structure Relocation Project No. 13-25A

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$0.00	1.00	\$0.00	1.00	\$0.00	\$0.00
2	Relocate Existing Building	LS	\$44,800.00	1.00	\$44,800.00	1.00	\$44,800.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$44,800.00		\$44,800.00	\$0.00
C.O. #	CHANGE ORDERS							
1(Final)	Additional Foundation Wood	LS	\$2,245.74	LS	\$2,245.74			\$2,245.74
SUB-TOTAL CHANGE ORDER ITEMS =					\$2,245.74		\$0.00	\$2,245.74
TOTAL PROJECT =					\$47,045.74		\$44,800.00	\$2,245.74

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. 13-25A
PUBLIC SAFETY TRAINING FACILITY STRUCTURE RELOCATION**

Notice is hereby given that work on the above-referenced project located on City property at 801 South Walnut Road in the City of Turlock, was completed by the undersigned agency on February 11, 2014. The contractor of work was Clay A. Titus Inc., P O Box 690640, Stockton, CA 95269, 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 February 12, 2014 at Turlock, California, Stanislaus County



Council Synopsis

February 11, 2014

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:

Resolution: Considering intention to levy and collect Assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45

2. DISCUSSION OF ISSUE:

This item is the second resolution in the formation of a benefit assessment district for the new Sutter Gould Medical Foundation (PM 13-01) development located on the southeast corner of the intersection of N. Golden State Boulevard and W. Christoffersen Parkway. The consent to levy assessments form has been signed by the property owner, Sutter Gould Medical Foundation, authorizing the City Engineer to act as the Engineer of Work in the proceedings. The City Engineer then determines the cost of improvements and/or maintenance of the development landscaping, street lighting, and streets. The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 directs the Engineer of Work to produce an Engineer's Report which details the annual costs to each individual lot in the development which is collected on property taxes.

The purpose of the assessment district is to ensure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals on the development's streets. By forming this district the developer proceeds to construct the development and places no additional impacts on existing city funds that maintain streets, lighting, and landscaping.

3. BASIS FOR RECOMMENDATION:

- A. Staffs recommendation is based on laws governing the provision of funding basic improvements in a development such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

- B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping, so as to not affect existing city funds.

Strategic Plan Initiative: F. POLICY INITIATIVE – INTELLIGENT, PLANNED MANAGED GROWTH:

Goal(s): 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The first year annual assessment collection from this subdivision/development will be \$17,745.85. Annual assessments are tied to the Engineering News Record (ENR) index and will be adjusted accordingly.

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A. Deny the resolution to consider the intention to levy and collect assessments for this assessment district. City staff does not recommend this alternative because maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONSIDERING } RESOLUTION NO. 2014-
INTENTION TO LEVY AND COLLECT }
ASSESSMENTS FOR THE SUTTER GOULD }
MEDICAL FOUNDATION (PM 13-01) }
LANDSCAPING, LIGHTING AND STREET }
MAINTENANCE BENEFIT ASSESSMENT }
DISTRICT, DEVELOPMENT PROJECT NO. }
13-45 }
_____ }

WHEREAS, the City Council of the City of Turlock intends to levy and collect assessments within the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting and Street Maintenance Benefit Assessment District during the fiscal year 2014-2015 pursuant to the Landscaping and Lighting Act of 1972, and the Benefit Assessment Act of 1982. The area of land to be assessed is located within the City of Turlock, County of Stanislaus, State of California; and

WHEREAS, the improvements to be made in this assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems, rear yard wall adjacent to or within the public right-of-way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets included in the Sutter Gould Medical Foundation Facility, a development of a 5.5 acre portion of that certain parcel of land identified by the County Assessor as Assessor's Parcel Numbers 087-030-001, 002, County of Stanislaus, State of California; and

WHEREAS, in accordance with the City Council's resolution initiating proceedings, the City Engineer has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. Said Engineer's Report is hereby approved as filed. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the assessment district; and

WHEREAS, on Tuesday, the 25th day of February, 2014, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct a public hearing on the question of the levy of the proposed annual assessment. The meeting will be held in the Yosemite Room on the 2nd floor of City Hall at 156 S. Broadway, in Turlock, California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby consider intention to Levy and Collet Assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Developmetn Project No. 13-45.:

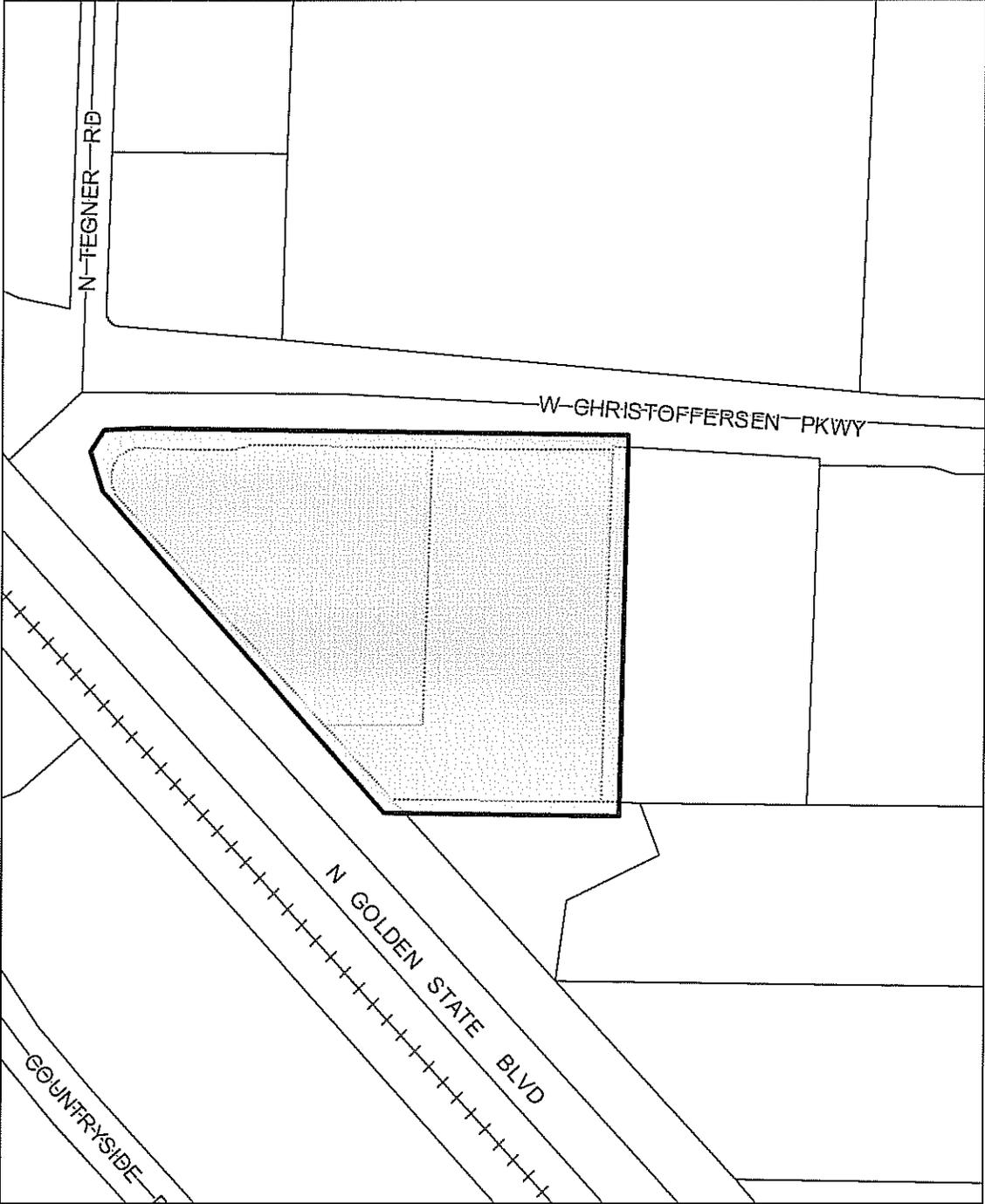
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
Of
SUTTER GOULD MEDICATION FOUNDATION (PM 13-01)





Council Synopsis

5H

February 11, 2014

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On October 22, 2013, Council awarded a contract in the amount of \$5,482.00 to Champion Industrial Contractors, Inc. of Modesto, California for "Chamber of Commerce HVAC Improvements."

	Amount	City Council Meeting
Original Contract	\$5,482.00	October 22, 2013

This project has successfully replaced the furnace, indoor cooling coil and the air conditioning unit.

This project was completed in accordance with City standards and contract documents.

3. BASIS FOR RECOMMENDATION:

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

B) This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): b) Community Infrastructure

iii. Provide safe and well maintained facilities for the community, recreational programs and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 301-50-520.51301, "City Facilities Repair" and are available for final payment of this Contract.

Note: General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On October 23, 2013, Council made the determination that this project is exempt from the provisions in CEQA. No further determination is needed.

7. ALTERNATIVES:

A). Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

City Project No. 13-54
"Chamber of Commerce HVAC Improvements "



CITY OF TURLOCK

FINAL QUANTITIES

Chamber of Commerce HVAC Improvements

Project No. 13-54

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Furnace	LS	\$3,630.00	1	\$3,630.00	1	\$3,630.00	\$0.00
2	Indoor cooling coil	LS	\$545.00	1	\$545.00	1	\$545.00	\$0.00
Bid Alternate #1								
1	Air conditioning unit	LS	\$1,307.00	1	\$1,307.00	1	\$1,307.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$5,482.00		\$5,482.00	\$0.00
C.O. #								
SUB-TOTAL CHANGE ORDER ITEMS =								
TOTAL PROJECT =								
					\$0.00		\$0.00	\$0.00
					\$5,482.00		\$5,482.00	\$0.00

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. 13-54
CHAMBER OF COMMERCE HVAC IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located on City property at 115 S Golden State Boulevard in the City of Turlock, was completed by the undersigned agency on February 11, 2014. The contractor of work was Champion Industrial Contractors, P O Box 4399, Modesto, CA 95352, 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 February 12, 2014 at Turlock, California, Stanislaus County



Council Synopsis

51

February 11, 2014

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. 7 in the amount of \$2,189 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,576,896

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$2,610,000 to Bobo Construction, Inc., of Elk Grove, California for "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC. During the course of construction it was determined by the Architect that some modifications to the temperature controls were required in various rooms to accommodate some of the furniture. City Staff and Bobo Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$2,610,000	2/1/11
Change Order No. 1	(\$132,032)	1/10/12
Change Order No. 2	\$28,318	6/26/12
Change Order No. 3	\$18,906	9/25/12
Change Order No. 4	\$12,484	11/13/12
Change Order No. 5	\$32,078	6/25/13
Change Order No. 6	\$4,953	11/12/13
Change Order No. 7	\$2,189	2/11/14
Adjusted Contract Total	\$2,576,896	

Description of change order:

Change order No. 7 includes the following:

- 1) Relocate thermostats in Room Nos. 176 & 174 due to conflicts with the furniture layout in the amount of \$2,189. Relocation was necessary to have the thermostats function correctly.

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 \$2,574,707 will be increased in the amount of \$2,189, bringing the total contract to \$2,576,896 (Fund 305).

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

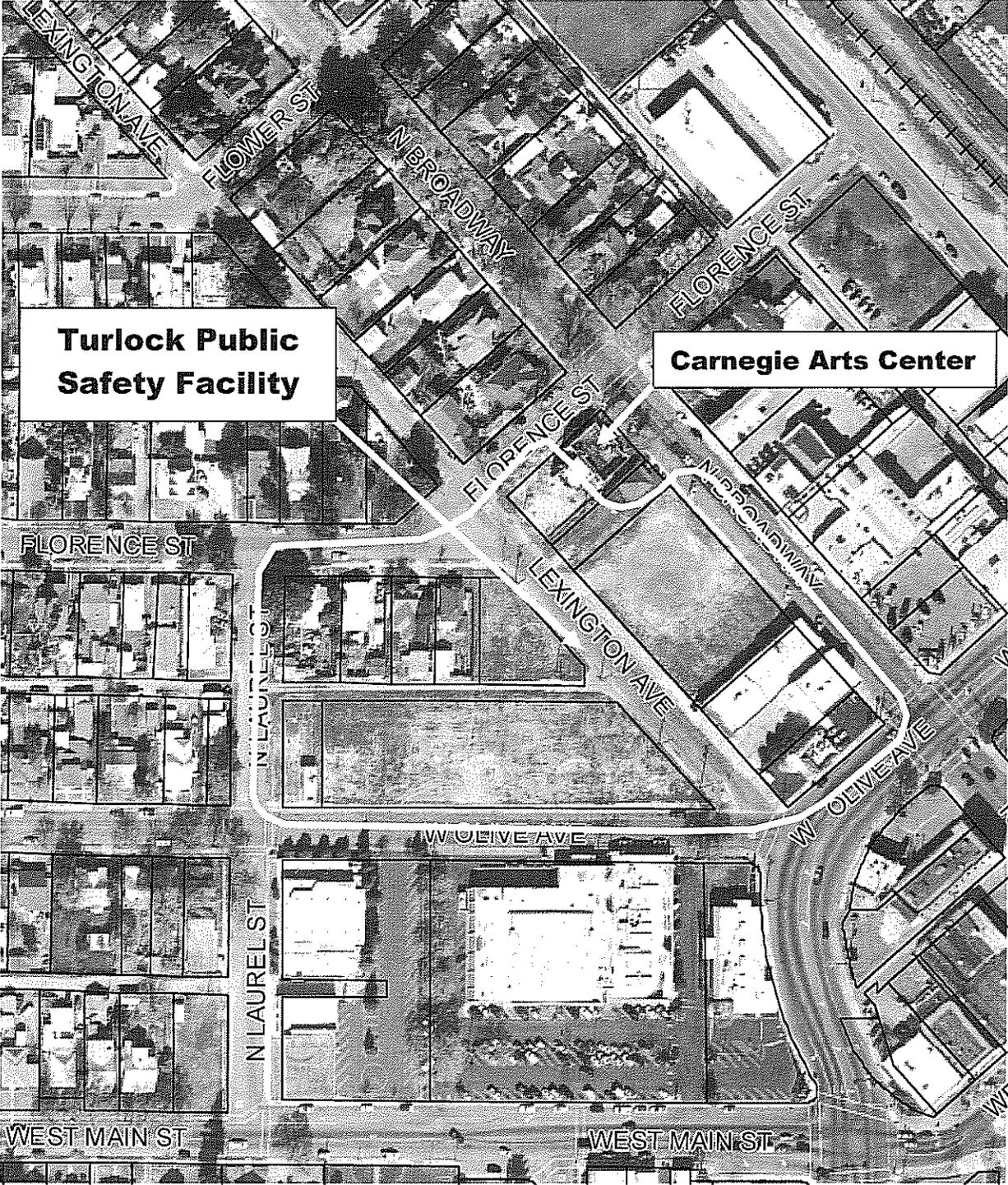
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve Change Orders No. 7. 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)





Council Synopsis

55
February 11, 2014

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. 6 in the amount of \$756 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,256,344

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, it was discovered by public safety personnel that door 155 would operate more efficiently if it include a long distance card reader. 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
Change Order No. 6	\$15,013	11/12/13
Change Order No. 7	\$6,249	12/10/13
Change Order No. 8	\$756	2/11/14
Adjusted Contract Total	\$4,256,344	

Description of change order:

Change order No. 8 includes the following:

- 1) Per a request from the Turlock Police Department, install a long distance card reader for door 155 in the amount of \$756.

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 \$4,255,588 will be increased in the amount of \$756, bringing the total contract to \$4,256,344 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

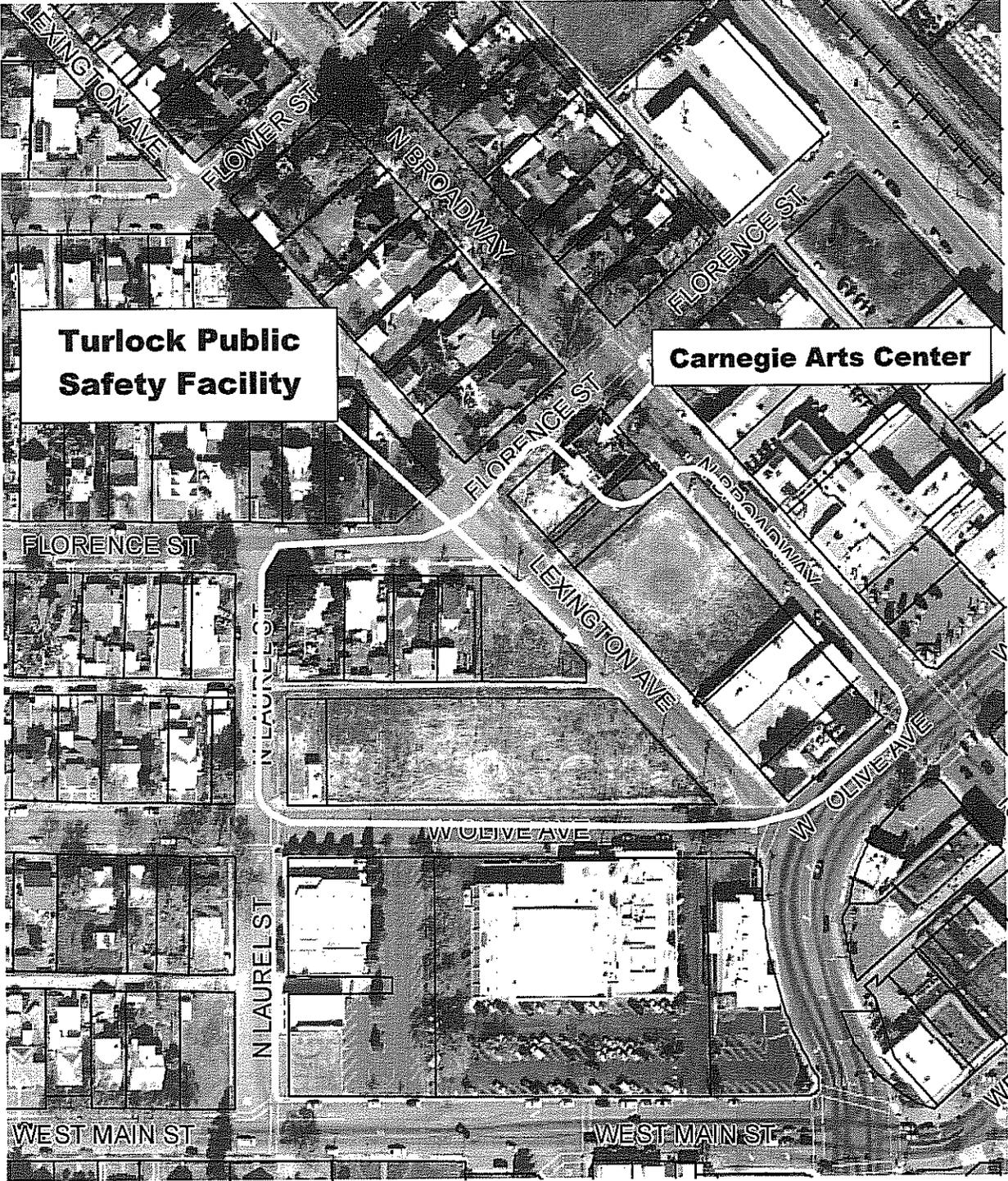
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve Change Order No. 8. 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)





Council Synopsis

5K

February 11, 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 \$2,032 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$896,855

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. After review of the proposed changes and the project schedule, City Staff and Mark III Construction recommend the following changes:

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
Change Order No. 4	\$6,132	11/12/13
Change Order No. 5	\$2,032	2/11/14
Adjusted Contract Total	\$896,855	

Description of change order:

Change order No. 5 includes the following:

- 1) Trench to relocate the main gas entry. Main was moved due to space required by the size of the gas meter in the amount of \$2,032.

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 \$894,823 will be increased in the amount of \$2,032, bringing the total contract to \$896,855 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

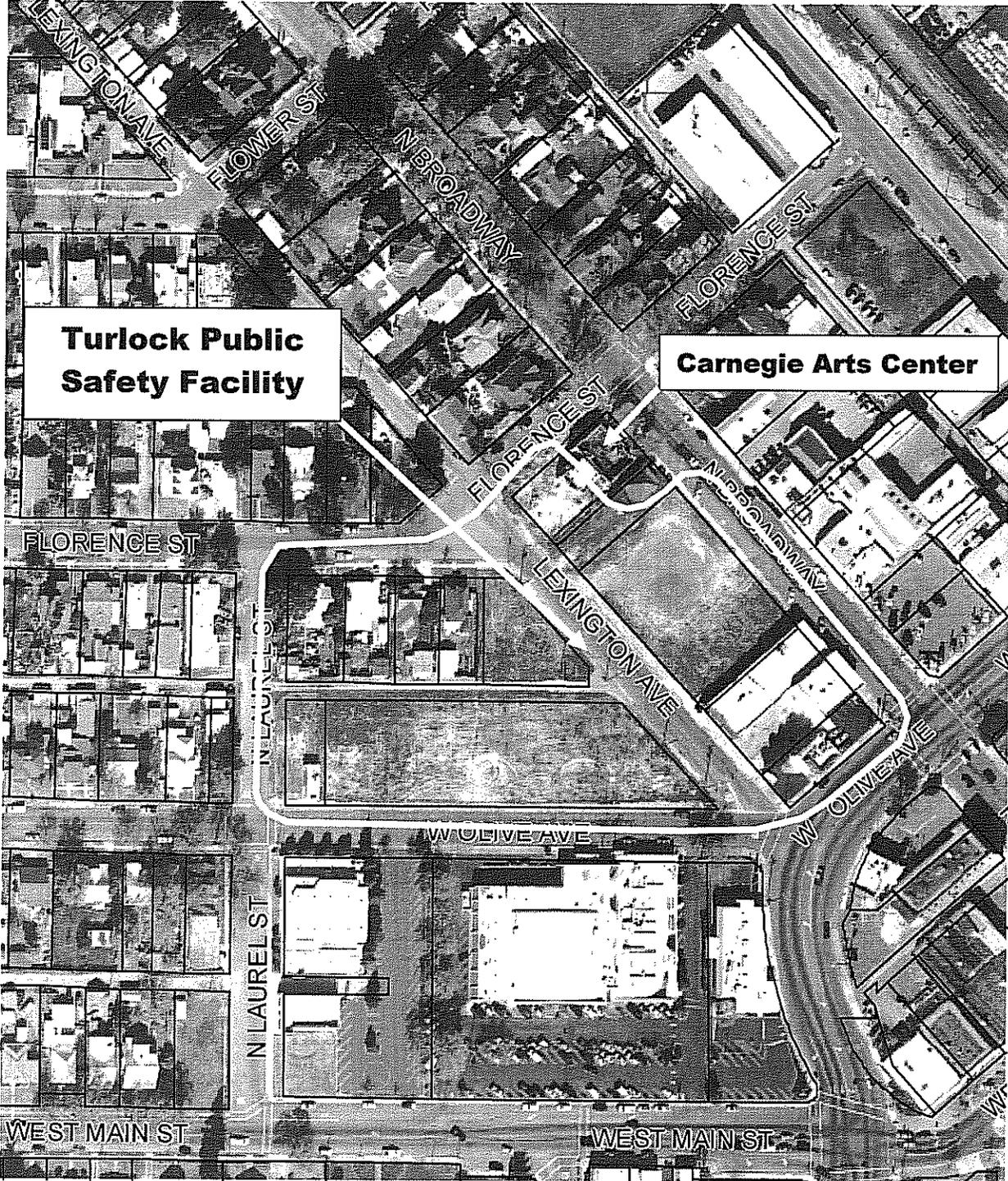
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). 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)





Council Synopsis

5L

February 11, 2014

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

Prepared by: Stephen Fremming, P.E.
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$65,544.61 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to \$13,514,146.69

2. DISCUSSION OF ISSUE:

On March 27, 2012 council approved an agreement with Sierra Mountain Construction, Inc. (SMCI) of San Francisco, California for the construction of City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline."

Change Order History:

	Amount	City Council Meeting
Original Contract	\$13,194,725.00	3/27/2012
Change Order No. 1	\$ 115,000.00	11/13/2012
Change Order No. 2	\$ 30,204.84	10/22/2013
Change Order No. 3	\$ 108,672.24	11/12/2013
Change Order No. 4	\$ 65,544.61	2/11/2014
Adjusted Contract Total	\$13,514,146.69	

Contract Change Order No. 4:

A. (-\$7,162). Remove pressure and temperature indicator transmitters at Magmeter Vault and removal of exhaust control panels

Pressure and temperature indicator transmitters and exhaust control panels were identified to be either redundant or not needed and were therefore removed from the project scope. The removal of these items results in a credit to the City.

B. \$6,223.17. Additional hydroseeding area and changed seed mix at standpipe site

This change order item increases the limits of hydroseeding to include all disturbed areas west of Carpenter Road, rather than along the pipeline alignment, as included in the project plans. The Department of Fish and Game permit requires seeding all exposed areas. In addition, the requirements for the seed mix per the permit conditions were different than the seed mix specified in the project specifications.

C. \$34,737.06. Construction delay, demobilization, and mobilization associated with 36 inch diameter pipe installation near nesting red tail hawks

The project Environmental Impact Report (EIR) identifies a number of mitigation measures that the City must abide by if biological resources are encountered during the course of construction. One of the mitigation measures requires that avoidance measures be taken if active bird nests are observed near the pipeline alignment. An active nest of red tailed hawks was observed not far off of the pipeline alignment in the spring of 2013. The City's hired environmental consultant, Horizon Water and Environment, established a 300' radius buffer zone to limit construction activity around the nest until the young hawks had fledged. As the contractor was laying pipe towards the buffer zone, Horizon Water and Environment determined that a greater buffer was required (600' radius), thus halting the pipe laying operation short of what was anticipated. The contractor experienced delays on the day that the buffer distance was increased. In addition to the time delay impact, the Contractor was required to skip ahead of the buffer area and continue pipe laying operations and then fall back after the hawks had fledged to install pipe in the buffer zone. Breaking the pipe laying operation from a continual line to non-continuous segments decreased efficiency and required relocation of equipment and materials as well as butt strap field closures to join the sections of pipe that would have not been needed otherwise. Several months passed from the time that the contractor was delayed at the buffer zone until the hawks had fledged, and the groundwater level had risen considerably during this time which increased the effort required to trench, install, and backfill the pipeline.

D. \$18,022.16. Construction delay, demobilization, and mobilization associated with skipping a section of final effluent pipe installation at the crossing of TID's Prairie Flower drain pipe

During the course of installation of 36 inch final effluent pipe in Harding Road, the contractor encountered a large sink hole while attempting to install the pipe under a TID owned corrugated metal pipe which connects the Prairie Flower Drain to Harding Drain. The sink hole was determined by staff to have been caused by failure of TID's pipe conveying the drain water as considerable

corrosion was noted on the pipe. The pipe laying operation was interrupted as a result of the sink hole and unstabilized bedding material for the City's pipe. This change order item includes the delay cost on the day when the sink hole was encountered as well as relocation of equipment and materials so that the Contractor could resume pipe laying operations beyond the impact of the sink hole while City staff coordinated with TID for the replacement of the Prairie Flower Drain pipe and backfill with suitable material which would support the City's pipe crossing. Breaking the pipe laying operation from a continual line to non-continuous segments decreased efficiency and required relocation of equipment and materials as well as butt strap field closures to join the sections of pipe that would have not been needed otherwise.

E. \$20,649.22. Slurry backfill pipeline and cut existing road elevation down due to grade bust on project plans

The project plans call out existing elevations of Harding Road as well as the elevation of proposed 36 inch diameter final effluent pipe to be installed within Harding Road. The pipe manufacturer is required to consider the amount of cover over the pipe to adequately design the pipe's wall thickness. The contractor submitted and was approved to release 3/16" pipe wall thickness for fabrication based on the amount of cover over the pipe that was shown on the project plans. However, the actual elevation of a portion of the finish grade on Harding Road was actually higher than that shown on the plans, and the cover over the pipe exceeded the design strength of the 3/16" thick pipe that had already been released for fabrication. The Contractor encased a segment of the pipeline in concrete slurry backfill to provide added strength as well as cut down the elevation of the road, as approved by Stanislaus County, in order to install the 3/16" thick pipe without any adverse effects of anticipated loading on the pipe.

F. (-\$6,925). Credit for elimination of VFD witness testing

The project specifications require the variable frequency drives (VFDs) to be witness tested in the factory prior to shipment to confirm adherence to project requirements. The submitted VFDs included testing results from the factory that were within specifications and Carollo Engineers and City staff determined that the witness testing was not an essential element of the VFD approval. This change order item provides a credit to the City for the omitted witness testing and resulted in the arrival of the VFDs onsite two weeks before the estimated shipment date.

3. BASIS FOR RECOMMENDATION:

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

- B) The items described in this change order are necessary as a result of a change in project conditions and/or project scope.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
iii. Wastewater:
This project removes the City's treated wastewater from Harding Drain and provides the City with its own dedicated discharge pipeline to the San Joaquin River.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Construction contingencies are funded in the current budget year in account number number 415-51-538.51270, "Construction Project."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

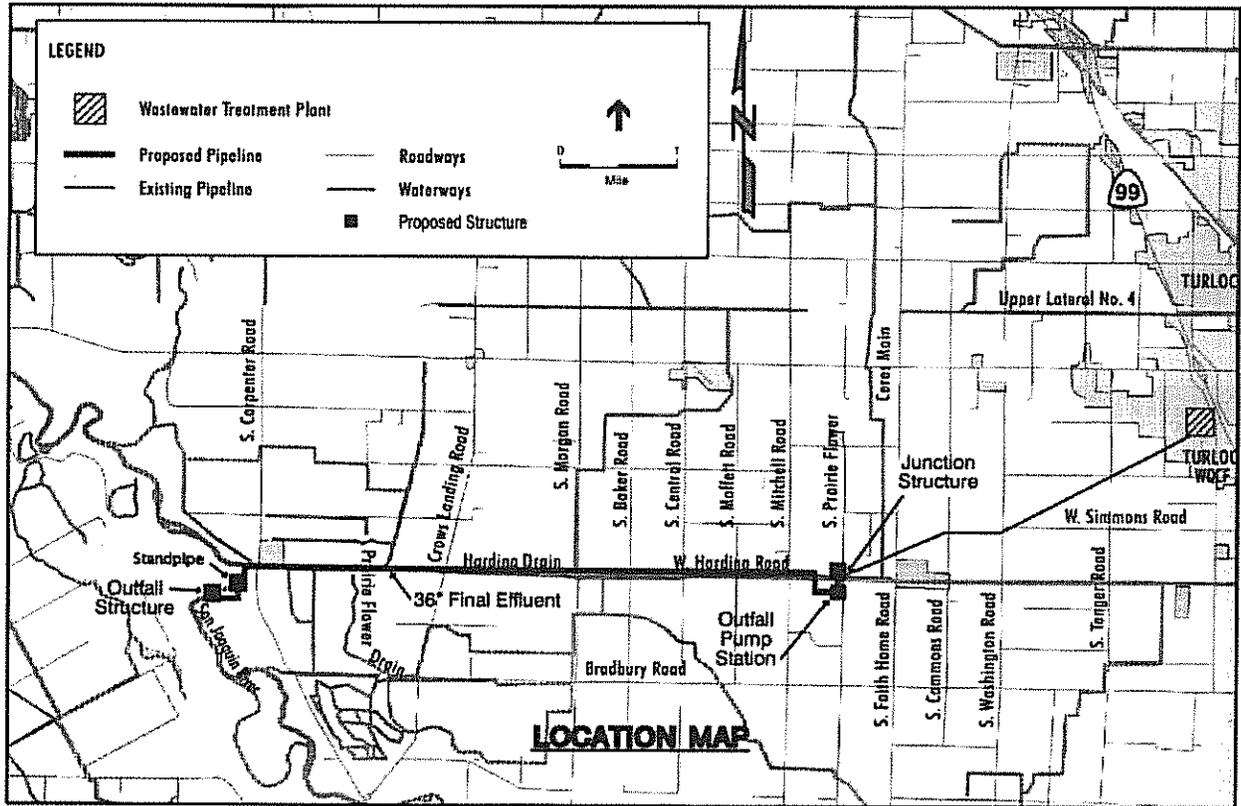
6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project. The items included in this Change Order No. 4 have been completed in conformance with the mitigation measures included in the EIR.

7. ALTERNATIVES:

- A). Not approve Change Order No. 4. This option is not recommended because the items described in this change order are necessary as a result of a change in project conditions and/or project scope.

City Project No. 6859
Harding Drain Bypass Pump Station and Pipeline





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

Sierra Mountain Construction, Inc.
16355 Yosemite Road
Sonora, CA 95370
415-896-2859

Project Name: Harding Drain Bypass Pump Station and Pipeline
Project No.: 6859
Awarded on: March 27, 2012
Original Contract Amount: \$13,194,725.00
Increase to contract: \$65,544.61
Increase percentage: 0.5%
Increase of previous CCOs: \$253,877.08
Cumulative percentage: 2.4%
New Contract Total: \$13,514,146.69

Change Order No. 4

Description of change order:

- A) Remove pressure and temperature indicator transmitters at Magmeter Vault and removal of exhaust control panels. **-\$7,162**
- B) Additional hydroseeding area and changed seed mix at standpipe site. **\$6,223.17**
- C) Construction delay, demobilization, and mobilization associated with 36 inch diameter pipe installation near nesting red tail hawks. **\$34,737.06**
- D) Construction delay, demobilization, and mobilization associated with skipping a section of final effluent pipe installation at the crossing of TID's Prairie Flower drain pipe. **\$18,022.16**
- E) Slurry backfill pipeline and cut existing road elevation down due to grade bust on project plans. **\$20,649.22**
- F) Credit for elimination of VFD witness testing. **-\$6,925**

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: 11-Feb-14 **Change Order No.:** 4
Project Name: Harding Drain Bypass Pump Station and Pipeline

Sierra Mountain Construction, Inc.
 16355 Yosemite Road
 Sonora, CA 95370

Project No.: 6859
Original Contract: \$13,194,725.00
Contract Award Date: March 27, 2012

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
A.	Remove pressure and temperature indicator transmitters at Magmeter Vault and removal of exhaust control panels	LS	1	(\$7,162.00)	(\$7,162.00)
B.	Additional hydroseeding area and changed seed mix at standpipe site	LS	1	\$6,223.17	\$6,223.17
C.	Construction delay, demobilization, and mobilization associated with 36 inch diameter pipe installation near nesting red tail hawks	LS	1	\$34,737.06	\$34,737.06
D.	Construction delay, demobilization, and mobilization associated with skipping a section of final effluent pipe installation at the crossing of TID's Prairie Flower drain pipe	LS	1	\$18,022.16	\$18,022.16
E.	Slurry backfill pipeline and cut existing road elevation down due to grade bust on project plans	LS	1	\$20,649.22	\$20,649.22
F.	Credit for elimination of VFD witness testing	LS	1	(\$6,925.00)	(\$6,925.00)
			Total this CCO=	\$65,544.61	
The original contract sum =				\$13,194,725.00	
Net change by previous change orders =				\$253,877.08	
The contract sum will be (increased) by this Change Order =				\$65,544.61	
The new contract sum including this change order will be =				\$13,514,146.69	
Three (3) days of contract time will be added via this change order.					

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____



Council Synopsis

February 11, 2014

5M

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving multiple service agreements with Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) and Prime Shine, Inc. for express car wash services for City owned vehicles for a period of twelve (12) months each, with an aggregate value of \$8,000, in accordance with the terms and conditions set within each agreement

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited informal bids for express car wash services on Request for Bid (RFB) 13-273 by posting on the City's website, at the City Hall bulletin board, and contacting potential bidders by fax or email.

Four (4) vendors were solicited and two (2) local vendors submitted identical bids. The tie bids were received from Madruga Brothers Enterprise, Inc., Db a Fast Track Car Wash and Prime Shine, Inc. for the same dollar amount and service, as indicated below.

Description	Price	Madruga Bros Fast Track Car Wash	Prime Shine Turlock
Wash/Dry the exterior of each vehicle to include free self-service vacuum.	Cost per Unit	\$3.50	\$3.50
90% of these vehicle are Public Safety vehicles and need high priority attention; state the length of time to perform this services	Emergency Vehicles Minute:	3	3
	Non-Emergency Vehicles Minute:	3	3

In accordance to the Municipal Code Chapter §2-7-9 (b) (6) Tie bids; If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the Council may accept the bid it chooses or accepting lowest bid made by negotiation with the tie bidder at the time of the bid opening.

Staff has evaluated the bid proposals and found that all conditions and terms are equal, both companies are located within the City limits, provide quality washes at reasonable prices, staff friendly and professional employees, and have been in business for more than 18 years.

3. BASIS FOR RECOMMENDATION:

- A. City staff's recommendation is to award multiple agreements with Madruga Brothers Enterprises, Inc., DbA Fast Track Car Wash and Prime Shine, Inc., meeting all specifications and requirements for a period of twelve months each, with an aggregate value of \$8,000, in accordance with the terms and conditions set within each agreement.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are based on the usage for express car wash services for all the departments from the following general ledger account numbers for outside labor:

- 110-20-210.46025 Police Department
- 110-20-215.46025 Animal Control
- 110-30-220.46025 Fire Neighborhood Services
- 110-30-300.46025 Fire Department
- 110-40-400.46025 CDS Planning
- 110-50-500.46025 Public Facilities Supplies
- 110-60-600.46025 Parks
- 110-61-600.46025 Recreation
- 205-60-602.46025 Sport Facilities
- 205-60-604.46025 Sport Facilities
- 217-50-510.46025 Street
- 246-60-600.46025 Assessment District
- 255-41-485.46025 Housing
- 405-40-405.46025 CDS Building & Safety Division
- 410-51-530.46025 Water Quality Control

410-51-531.46025 WQC Collection
410-51-532.46025 WQC Storm
425-40-415.46025 Transit Dial-A-Ride
426-40-415.46025 Transit – Fixed Route
420-52-550.46025 Water Enterprise
502-40-410.46025 CDS Engineering Division

Fiscal impact to above line number not to exceed \$8,000

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not approve multiple agreements. This alternative is not recommended as the City does not have available staffing and equipment to perform this specialized service.

- B). Contracting with professional car washes is better for the environment. The car wash industries have water recycling systems, environmentally friendly products, and approved disposal channels. Forty (40) gallons of water are used during the average professional car wash; whereas, 140 gallons of water are used during the average private (driveway) car wash.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MADRUGA BROTHERS ENTERPRISES, INC.
DBA FAST TRACK CAR WASH
for
EXPRESS CAR WASH SERVICES

CITY CONTRACT NO. 14-005

THIS AGREEMENT is made this 11th day of February, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MADRUGA BROTHERS ENTERPRISES, INC., DBA FAST TRACK CAR WASH**, a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for express car wash services for City owned vehicles; 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 "A". 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 accomplishing said Services.
- 3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.
- 4. COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in 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 Four Thousand and No/100^{ths} Dollars (\$4,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning February 12, 2014 and ending February 11, 2015, 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 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Waiver of Subrogation: With the exception of professional liability, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect 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 services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and

obligations under this Agreement.

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

shall be the effective date of the notice.

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement,

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions 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: **MADRUGA BROTHERS ENTERPRISES, INC.**
DBA FAST TRACK CAR WASH
ATTN: FATIMA MADRUGA
200 E. GLENWOOD AVE
TURLOCK, CA 95380
PHONE: (209) 667-5491
FAX: (209) 667-4319
EMAIL: Fatima@fasttrackcarwash.com

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

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

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

CITY OF TURLOCK, a municipal corporation

MADRUGA BROTHERS ENTERPRISES, INC.
DBA FAST TRACK CAR WASH

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 13-273

BID DUE DATE: DECEMBER 19, 2013

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

"EXPRESS CAR WASH SERVICES"

- 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

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL
BLANKS ARE FILLED IN.

Company: FAST TRACK CAR WASH

Address: 200 E. Glenwood Ave - Turlock

Telephone Number 209 667-5491 Fax Number 209 667-4319

E-Mail Address fatima@fasttrackcarwash.com

Authorized Representative (print) FATIHA YARUGA

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Express Car wash Services dated December 19, 2013, at the prices indicated herein.

QUOTATION SCHEDULE FOR CAR WASH SERVICES		
Description	Cost Per Unit:	
Wash/Dry the exterior of each vehicle, to include free self-vacuum.	\$ 3.50	
90% of these vehicles are Police units and need high priority attention; bidder must state the length of time to perform this service.	Emergency Vehicles	Non-Emergency Vehicles
	Minutes: 3	Minutes: 3

List any extra charges not described above: _____

Informational only: – Not part of this bid proposal.

Does your company provide Full Car Wash Services? Yes No

If yes, please complete below.

Definition for "Full Car Wash Services": Wash and Dry the exterior of each vehicle, vacuum & clean interior. Cost per Vehicle: \$ 3.50

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

Early Pay Discount

A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

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

If yes, number: 25/35

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

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

Nondiscrimination Clause

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

- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial

hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

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

Offer and Acceptance

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

(If applicable)

Contractor's License No. _____ Expiration Date: _____

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

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

Fast Track CAR WASH

Company Name

[Signature]
Signature of Authorized Representative

77-0404461

Federal Tax ID Number



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
PRIME SHINE, INC.
for
EXPRESS CAR WASH SERVICES

CITY CONTRACT NO. 14-006

THIS AGREEMENT is made this 11th day of February, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PRIME SHINE, INC.**, a California Corporation, hereinafter referred to as "**CONTRACTOR.**"

WITNESSETH:

WHEREAS, CITY has a need for express car wash services for City owned vehicles; 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 "A". 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 accomplishing said Services.

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in 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 Four Thousand and No/100^{ths} Dollars (\$4,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning February 12, 2014 and ending February 11, 2015, 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 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Waiver of Subrogation: With the exception of professional liability, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect 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: PRIME SHINE, INC.
ATTN: EVAN PROGES
PO BOX 3469
MODESTO, CA 95353
PHONE: (209) 549-9274
FAX: (209) 549-1542
EMAIL: Eproges@primeshine.com

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

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

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

CITY OF TURLOCK, a municipal corporation

PRIME SHINE, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 13-273

BID DUE DATE: DECEMBER 19, 2013

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

"EXPRESS CAR WASH SERVICES"

- 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

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL
BLANKS ARE FILLED IN.

Company: PRIME SHINE INC.

Address: P.O. Box 3469 Modesto, CA 95353

Telephone Number 209-549-9274 Fax Number 209-549-1542

E-Mail Address EFORGES@PRIMESHINE.COM

Authorized Representative (print) EVAN FORGES

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Express Car wash Services dated December 19, 2013, at the prices indicated herein.

QUOTATION SCHEDULE FOR CAR WASH SERVICES		
Description	Cost Per Unit:	
Wash/Dry the exterior of each vehicle, to include free self-vacuum.	\$ 3.50	
90% of these vehicles are Police units and need high priority attention; bidder must state the length of time to perform this service.	Emergency Vehicles	Non-Emergency Vehicles
	Minutes: 3	Minutes: 3

List any extra charges not described above: _____

Informational only: – Not part of this bid proposal.
Does your company provide Full Car Wash Services? Yes No

If yes, please complete below.
Definition for "Full Car Wash Services": Wash and Dry the exterior of each vehicle, vacuum & clean interior. Cost per Vehicle: \$ _____

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

Early Pay Discount
A _____% discount is offered for payment within _____ days. *N/A*
(Note: Discount period must be fifteen days, or greater, to be considered.)

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

If yes, number: 583351

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

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

Nondiscrimination Clause

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

- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial

hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

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

Offer and Acceptance

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

(If applicable)

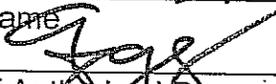
Contractor's License No. _____ Expiration Date: _____

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

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

PRIME SHINE INC.

Company Name _____



Signature of Authorized Representative _____

77-0258814

Federal Tax ID Number _____

EXHIBIT C

CITY OF TURLOCK
 REQUEST FOR BID AND SPECIFICATION NO 13-273
 EXPRESS CAR WASH SERVICES

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Exceptions, Clarifications, Amendements

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.	
	1	1	ALL VEHICLES AUTHORIZED TO WASH WILL HAVE A BARCODED STICKER PLACED IN DRIVERS SIDE DOOR. STICKER WILL BE SCANNED AT EACH SERVICE. PRIME SHINE WILL SUBMIT ELECTRONIC RECORD OF ALL AUTHORIZED VEHICLES WASHED. INVOICE CAN BE SENT ELECTRONICALLY OR IN PAPER FORM.

Bidder's Company Name: PRIME SHINE CAR WASH

EXHIBIT 'F'

CITY OF TURLOCK REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 13-273 EXPRESSCAR WASH SERVICES

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit F, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

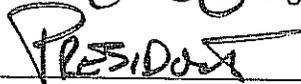
Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding the City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

No, we will not extend contract terms to any agency other than the City of Turlock.



(Authorized Signature)



Title



Council Synopsis

5N

February 11, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a service agreement with Turlock City Tow Service, Inc., of Turlock, for vehicle tow services of city owned vehicles, for a period of twelve (12) months, in an amount not to exceed \$7,000

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 14-001 with Turlock City Tow Services, Inc. of Turlock to be the lowest responsive and responsible bidder meeting all specifications and requirements.

The Purchasing Office issued bids for vehicle tow services on Request for Bid (RFB) 13-274. Seven (7) local vendors were solicited. Two (2) vendors submitted bids. Award bid recap is shown below:

Section No.	Tow Services	Tow Rate	Turlock City Tow Turlock, CA	E Towing Turlock, CA
1	Tow service, light tow truck one (1) ton from any point within the Turlock city limits to the Corporation Yard at 701 S. Walnut or point of destination as direction by the Fleet Maintenance Supervisor or his/her designee.	Day Rate Per tow	\$27	\$85
		Night Rate Per Tow	\$32	\$85
		Other Rate Per Tow	\$27	\$85
2	Tow service, medium tow truck (up to 1-1/2 ton) from any point within the Turlock city limits to the Corporation Yard at 701 S. Walnut	Day Rate Per tow	\$27	\$105
		Night Rate Per Tow	\$32	\$105

	or point of destination as direction by the Fleet Maintenance Supervisor or his/her designee.	Other Rate Per Tow	\$27	\$105
Section No.	Tow Services	Tow Rate	Turlock City Tow Turlock, CA	E Towing Turlock, CA
3	Tow service, heavy tow truck (over 1-1/2 ton) from any point within the Turlock city limits to the Corporation Yard at 701 S. Walnut or point of destination as direction by the Fleet Maintenance Supervisor or his/her designee.	Day Rate Per tow Night Rate Per Tow Other Rate Per Tow	\$52 \$57 \$52	\$125 \$125 \$125
4 (a)	Tow service, light tow truck one (1) ton, outside the Turlock city limits, "one way". Odometer reading must be submitted.	Rate / Mile	\$3.75 / per mile	\$3 / per mile
4 (b)	Tow service, medium tow truck (up to 1-1/2 ton) outside the Turlock city limits, "one way". Odometer reading must be submitted.	Rate / Mile	\$3.75 / per mile	\$3 / per mile
4 (c)	Tow service, heavy tow truck (over to 1-1/2 ton) outside the Turlock city limits, "one way". Odometer reading must be submitted.	Rate / Mile	\$3.75 / per mile	\$3 / per mile
5	Lock out Service: charge to unlock vehicles within the Turlock city limits	Flat Rate	\$27	\$85

6	Mileage rate to unlock vehicle outside the Turlock city limits	Rate / Mile	\$3.75 / per mile	\$3 / per mile
7	Dolly Tow	Flat Rate	\$27	\$25
8	Standby Time – Hourly labor charge at the scene may begin after fifteen (15 minutes including standby time and is charged in ¼ hour increments.	Hourly Rate	\$40 / per hour	\$85 / per hour

3. BASIS FOR RECOMMENDATION:

A. City staff's recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Turlock City Tow Services, Inc., in an amount not to exceed \$7,000.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are based on the usage for towing service for all the departments from the following general ledger account numbers for outside labor:

- 110-20-210.46025 Police Department
- 110-20-215.46025 Animal Control
- 110-30-220.46025 Fire Neighborhood Services
- 110-30-300.46025 Fire Department
- 110-40-400.46025 CDS Planning
- 110-50-500.46025 Public Facilities Supplies
- 110-60-600.46025 Parks
- 110-61-600.46025 Recreation
- 205-60-602.46025 Sport Facilities
- 205-60-604.46025 Sport Facilities
- 217-50-510.46025 Street
- 246-60-600.46025 Assessment District
- 255-41-485.46025 Housing
- 405-40-405.46025 CDS Building & Safety Division
- 410-51-530.46025 Water Quality Control
- 410-51-531.46025 WQC Collection

410-51-532.46025 WQC Storm
425-40-415.46025 Transit Dial-A-Ride
426-40-415.46025 Transit – Fixed Route
420-52-550.46025 Water Enterprise
502-40-410.46025 CDS Engineering Division

Fiscal impact to above line number not to exceed \$7,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not approve this service agreement. This alternative is not recommended as the City does not have available staffing and equipment to perform this specialized service.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TURLOCK CITY TOW SERVICES, INC.
for
VEHICLE TOW SERVICES

CITY CONTRACT NO. 14-001

THIS AGREEMENT is made this 11th day of February, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOCK CITY TOW SERVICES, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for vehicle tow services for City owned vehicles; 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 accomplishing said Services.

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit I 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 Seven Thousand and No/100^{ths} Dollars (\$7,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning February 12, 2014 and ending February 11, 2015, 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 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) **Waiver of Subrogation:** With the exception of professional liability, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect 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 services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and

obligations under this Agreement.

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

shall be the effective date of the notice.

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement,

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions 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: TURLOCK CITY TOW SERVICE, INC.
ATTN: JENNIFER AVILA
1308 W. LINWOOD AVE
TURLOCK, CA 95380
PHONE: (209) 667-0734
FAX: (209) 667-1272
EMAIL: Jennifer@aaacitytow.com

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

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

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

CITY OF TURLOCK, a municipal corporation

TURLOCK CITY TOW SERVICES, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT "I"

SCOPE OF WORK AND REQUIREMENTS VEHICLE TOW SERVICES FOR CITY OWNED VEHICLES

1. SCOPE OF WORK SPECIFICATIONS

The Contractor shall provide all labor, equipment, vehicles and tools necessary in providing towing services for city owned vehicles. The service is to be available seven (7) days per week, twenty-four (24) hours per day, every day of the calendar year.

2. TOW TRUCKS

Contractor must have a minimum of two (2) or more tow trucks, and must be able to response to emergency situations at a timely manner.

3. SPECIFICATIONS FOR TOWING SERVICE

- a) **Section 1** – Tow services for light tow truck one (1) ton from any point within the City limits to the City Corporation Yard, at 701 S. Walnut Road or point of destination as directed by the Fleet Maintenance Supervisor or his designee.
- b) **Section 2** – Tow services for medium tow truck (up to 1-1/2 ton) from any point within the City limits to the City Corporation Yard, at 701 S. Walnut Road or point of destination as directed by the Fleet Maintenance Supervisor or his designee.
- c) **Section 3** – Tow services for heavy tow truck (over 1-1/2 ton) from any point within the City limits to the City Corporation Yard, at 701 S. Walnut Road or point of destination as directed by the Fleet Maintenance Supervisor or his designee.
- d) **Section 4** – Tow services for towing City vehicles out of the City limits. Odometer reading must be submitted.
- e) **Section 5** – Lock out services: Charge to unlock vehicles within the Turlock city limits.
- f) **Section 6** – Mileage rate to unlock vehicles outside the Turlock city limits. Odometer reading must be submitted.
- g) **Dolly tow**
- h) **Standby Time* (see note below)**
- i) **Day Rate** - Towing services between the hours of 7:00 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays.
- j) **Night Rate** - Towing services between the hours of 5:00 p.m. to 7:00 a.m., Monday through Friday, exclusive of holidays.
- k) **Other Rates** - This rate is for holidays and weekend that may be a different rate.

*Hourly labor charge at the scene may begin after fifteen (15 minutes including Standby time and is charged in ¼ hour increments.

Outside the Turlock city limits, the odometer reading starts from the point of pickup to the drop-off point.

4. **STAFF QUALIFICATION:** Contractor must have on staff a qualified attendant or employee that is knowledgeable and experienced to operate a tow car and who is the employee or agent of an owner or operator and operates of tow vehicles.

5. **HOURS:** Contractor must have an attendant on call, capable of responding to requests from the City of Turlock for towing service, twenty-four (24) hours each day, seven days per week, including holidays.

6. **RESPONSE TIME:** The Contractor shall schedule equipment and personnel in such a way as to arrive at all calls within the City limits no later than twenty (20) minutes or less, from the time the initial request is made.

HOLIDAYS: Holidays include:

New Year's Day	January 1 † Day before or day after
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	December 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 † Day before or day after

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

† **The City Council of the City of Turlock must authorize the official closure of City Offices on December 24 and December 31, and approve these specific dates as additional holidays.**

BID PROPOSAL EXHIBIT 'A'

**CITY OF TURLOCK
BID PROPOSAL FORM**

REQUEST FOR PROPOSAL - BID NO 13-274

BID DUE DATE: DECEMBER 19, 2013 at 3:15 p.m.

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

- 1) Return original bid to: **City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454**
- 2) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 3) Bid must be on this bid form and signed by vendors authorized representative.
BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Turlock City Tow Service Inc

Address: 1308 W Linwood Avenue Turlock CA 95380

Telephone Number 209.667.0734 Fax Number 209.667.1372

E-Mail Address jennifer@aaacitytow.com

Authorized Representative (print) JENNIFER AVILA

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for VEHICLE TOW SERVICES December 19, 2013, at the prices indicated herein.

Bid Sheet

Section 1	Day Rate Per Tow	Night Rate Per Tow	Other Rate Per Tow
Tow service, light tow truck one (1) ton from any point within the Turlock city limits to the Turlock Corporation Yard at 701 S. Walnut Road or point of destination as direction by the Fleet Maintenance Supervisor or his designee.	\$ 27.00	\$ 32.00	\$ 27.00
Section 2	Day Rate Per Tow	Night Rate Per Tow	Other Rate Per Tow
Tow service, medium tow truck (up to 1-1/2 ton) from any point within the Turlock city limits to the Turlock Corporation Yard at 701 S. Walnut Road or point of destination as direction by the Fleet Maintenance Supervisor or his designee.	\$ 27.00	\$ 32.00	\$ 27.00
Section 3	Day Rate Per Tow	Night Rate Per Tow	Other Rate Per Tow
Tow service, heavy tow truck (over 1-1/2 ton) from any point within the Turlock city limits to the Turlock Corporation Yard at 701 S. Walnut Road or point of destination as direction by the Fleet Maintenance Supervisor or his designee.	\$ 52.00	\$ 57.00	\$ 52.00
Section 4	Rate/Mile		
Tow service, light tow truck one (1) ton, outside the Turlock city limits, "one way". Odometer reading must be submitted	\$ 3.75 / per mile		
Tow service, medium tow truck (up to 1-1/2 ton), outside the Turlock city limits, "one way". Odometer reading must be submitted	\$ 3.75 / per mile		
Tow service, heavy tow truck (over 1-1/2 ton), outside the Turlock city limits, "one way". Odometer reading must be submitted	\$ 3.75 / per mile		
Section 5	Flat Rate		
Lock out service: charge to unlock vehicles within the Turlock city limits.	\$ 27.00		
Section 6	Rate/Mile		
Mileage rate to unlock vehicles outside the Turlock city limits. Odometer reading must be submitted.	\$ 3.75 / per mile		
Section 7	Flat Rate		
Dolly Tow	\$ 27.00		
Section 8	Hourly Rate		
Standby Time - Hourly labor charge at the scene may begin after fifteen (15) minutes including Standby time and is charged in 1/4 hour increments.	\$ 40 / per hour		

List any extra charges not described above: _____

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

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

- 1) Proposals shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its CONTRACTORS and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

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

Offer and Acceptance

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

(If applicable)

CONTRACTOR's License No. _____ Expiration Date: _____

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

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

Turlock City Tow Service Inc

Company Name

[Signature]

Signature of Authorized Representative

17.0069799

Federal Tax ID Number

- Bidder must submit one (1) original and one (1) 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 given no consideration.

**Business License Tax Certificate Issued to
TURLOCK CITY TOW SERVICE INC**



**1308 W LINWOOD AVE
TURLOCK, CA 95380**

**LICENSE NUMBER 158301
LICENSE EXPIRATION DATE 12/31/2013**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY - NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.

EXHIBIT 'E'

CITY OF TURLOCK REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 13-274 VEHICLE TOW SERVICES

PARTICIPATION

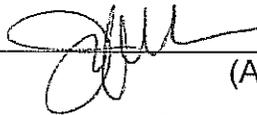
BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit E, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding the City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

No, we will not extend contract terms to any agency other than the City of Turlock.



(Authorized Signature)

President

Title



**Council
Synopsis**

February 11, 2014

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball games

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Umpire Group (TUG), intend to renew a contract to officiate adult city league softball games for the calendar year of 2014. Adult city league softball games are played from late February to mid-November each year. The City and TUG have successfully partnered together to offer safe athletic opportunities in the past.

3. BASIS FOR RECOMMENDATION:

To ensure the City and TUG are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Contract with TUG. In order to contract with the City of Turlock, TUG will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the Contract. Staff will work closely with TUG to ensure all requirements are maintained for the term of the contract.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanslaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$41,000, account number 110-61-624-43724 "Reimbursement Sports Officials"

The City of Turlock will pay TUG monthly, according to invoices submitted by TUG. Invoices will be determined by the number of games played each night during the month. No additional General Fund monies are required for this program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council could choose not to enter into a contract with TUG to provide officiating for adult softball. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable sports activities.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP
for
Officiating Adult League Softball Program
Contract No. 14-008

THIS AGREEMENT is made this 11th day of February, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **TURLOCK UMPIRE GROUP**, a California corporation, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for softball officials; and

WHEREAS, INDEPENDENT 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:** INDEPENDENT CONTRACTOR shall provide officials for every sanctioned Adult Amateur Softball Association league game scheduled by the City of Turlock, Parks, Recreation and Public Facilities Division and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, train and critique all umpires, at its sole cost and expense, as INDEPENDENT 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 INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Forty one thousand and no/100^{ths} Dollars (\$41,000.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of games needing officials. INDEPENDENT CONTRACTOR will be compensated only for games officiated. INDEPENDENT CONTRACTOR will submit an invoice to CITY each month for payment of officiated games.

(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 after receiving dated invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(4) CITY will pay INDEPENDENT CONTRACTOR for services based on the following schedule:

Stand – by Official	\$12.00 per day
Single Official – 65 minute game	\$27.00 per game
Two Official – 75 minute game	\$34.00 per game

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the city. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

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 February 11, 2014 and ending February 11, 2015, subject to CITY's availability of funds.

6. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT 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. INDEPENDENT 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 INDEPENDENT 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 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: INDEPENDENT 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 or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) INDEPENDENT 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 and automobile policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

(e) 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: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any

time.

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

(h) Subcontractors: INDEPENDENT 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: INDEPENDENT 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 INDEPENDENT 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 INDEPENDENT CONTRACTOR, its agents, officers, and employees and all others acting on behalf of INDEPENDENT CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. INDEPENDENT CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. INDEPENDENT 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 INDEPENDENT CONTRACTOR. No agent, officer, or employee of the INDEPENDENT CONTRACTOR is to be considered an employee of CITY. It is understood by both INDEPENDENT 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.

INDEPENDENT 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.

INDEPENDENT CONTRACTOR shall determine the method, details and

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

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

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

It is further understood and agreed that INDEPENDENT CONTRACTOR shall not transport participants in the program at any time.

As an independent contractor, INDEPENDENT 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 INDEPENDENT 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 INDEPENDENT CONTRACTOR, (2) legal dissolution of INDEPENDENT CONTRACTOR, or (3) death of key principal(s) of INDEPENDENT

CONTRACTOR.

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay INDEPENDENT CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option INDEPENDENT CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after INDEPENDENT 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 INDEPENDENT CONTRACTOR's Tax Status. If CITY determines that INDEPENDENT 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 INDEPENDENT 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, INDEPENDENT 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, INDEPENDENT CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of INDEPENDENT CONTRACTOR's work on the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT 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 INDEPENDENT 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 INDEPENDENT CONTRACTOR, INDEPENDENT CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay INDEPENDENT CONTRACTOR for that portion of INDEPENDENT CONTRACTOR's services which were performed by INDEPENDENT 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 and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. INDEPENDENT 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. INDEPENDENT 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, INDEPENDENT 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. INDEPENDENT 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. INDEPENDENT CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, INDEPENDENT CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF INDEPENDENT CONTRACTOR: Throughout the term of this Agreement, INDEPENDENT CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. INDEPENDENT CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. INDEPENDENT

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: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, 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 INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

17. NEWS AND INFORMATION RELEASE: INDEPENDENT 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 INDEPENDENT CONTRACTOR: INDEPENDENT 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. INDEPENDENT CONTRACTOR warrants that, in performance of this Agreement, INDEPENDENT CONTRACTOR shall not employ any person having any such interest. INDEPENDENT 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 INDEPENDENT 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 INDEPENDENT CONTRACTOR may incur in performing such additional services, and INDEPENDENT CONTRACTOR shall not be required to perform any such additional services.

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

INDEPENDENT CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

21. 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.

22. 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.

23. 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 INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

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

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

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

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

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

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER IDENTIFICATION NUMBER: INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

30. ASSIGNMENT: This Agreement is binding upon CITY and INDEPENDENT CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor INDEPENDENT CONTRACTOR shall assign, sublet, or transfer interest in this

Agreement or any part thereof without the prior written consent of the other.

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS CITY reserves the right to utilize other to perform work similar to the services provided hereunder

34. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: INDEPENDENT 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.*

35. 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 INDEPENDENT

CONTRACTOR: TURLOCK UMPIRE GROUP
2633 MAESTRO WAY
MODESTO CA 95355
PHONE: (209) 551-1952

For CITY:

CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT
144 S. BROADWAY
TURLOCK, CA 95380-5454
PHONE: (209) 668-5599 EXT. 4601
FAX: (209) 668-5619

SIGNATURE PAGE FOLLOWS

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

CITY OF TURLOCK, a municipal corporation

TURLOCK UMPIRE GROUP

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk, CMC

EXHIBIT A SCOPE OF SERVICE

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide various Officials for adult softball program, to the sole reasonable satisfaction of the City of Turlock Parks, Recreation and Public Facilities Director or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such duties in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain field area in a clean, safe and orderly manner.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to officiate due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, **INDEPENDENT CONTRACTOR** will implement the following procedure:

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to officiate program at the scheduled time and place.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the sporting event and to assume responsibility for officials discipline to ensure adequate protection for players and facility.

FACILITY

INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each training session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever training is in progress to monitor programs for quality.

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Public Facilities Director or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

**WAIVER OF
INSURANCE PROVISIONS
in Contract No.
between
THE CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
Game officials will not be using an automobile as part of their work or service under this Agreement.
2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.
3. **Workers Compensation Insurance**
Game officials are considered Independent Contractors and must carry individual Amateur Softball Association (ASA) Insurance to officiate any ASA sanctioned event

Dated: February 11, 2014

Larry Mitts, President
Turlock Umpire Group

Allison Van Guilder, Director
Parks, Recreation and Public Facilities Department



Council Synopsis

February 11, 2014

5P

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a donation from E & J Gallo Winery in the amount of \$200 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)

2. DISCUSSION OF ISSUE:

In September of 2013, E & J Gallo Winery requested assistance from the Turlock Police Explorer Post to participate with other explorer posts from throughout the county. The Explorers provided extra patrol and a volunteer public safety presence at the E & J Gallo Winery concert.

On November 6, 2013, the Turlock Police Department received a donation check from E & J Gallo Winery in the amount of \$200.00. The donation was intended to be a donation to the Turlock Police Explorer Post.

3. BASIS FOR RECOMMENDATION:

Staff recommends accepting the check and appropriating the money to account number 266-20-255.356.35720 (Police Explorer Donations).

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$200 of \$500 anticipated throughout fiscal year.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council could reject the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A }
DONATION FROM E & J GALLO WINERY }
IN THE AMOUNT OF \$200 AND }
APPROPRIATING SAID FUNDS TO }
ACCOUNT NUMBER 266-20-255-356.35720 }
(POLICE EXPLORER DONATIONS) }
_____ }

RESOLUTION NO. 2014-

WHEREAS, in September 2013, E & J Gallo Winery requested assistance from the Turlock Police Explorer Post to participate with other explorer posts from throughout the county; and

WHEREAS, the Turlock Explorer Post provided extra patrol and a volunteer public safety presence at the E & J Gallo Winery concert; and

WHEREAS, on November 6, 2013, the Turlock Police Department received a donation check from E & J Gallo Winery in the amount of \$200.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donation in the amount of \$200 and appropriates said funds to account number 266-20-255-356.35720 (Police Explorer Donations).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

59

February 11, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a donation from Modesto Symphony in the amount of \$100 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)

2. DISCUSSION OF ISSUE:

In September of 2013, E & J Gallo Winery requested assistance from the Turlock Police Explorer Post to participate with other explorer posts from throughout the county. The Explorers provided extra patrol and a volunteer public safety presence at the E & J Gallo Winery concert.

On October 27, 2013, the Turlock Police Department received a donation check from Modesto Symphony in the amount of \$100. The donation was intended to be a donation to the Turlock Police Explorer Post.

3. BASIS FOR RECOMMENDATION:

Staff recommends accepting the check and appropriating the money to account number 266-20-255.356.35720 (Police Explorer Donations).

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$100 of \$500 anticipated throughout fiscal year.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council could reject the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A }
DONATION FROM MODESTO SYMPHONY }
IN THE AMOUNT OF \$100 AND }
APPROPRIATING SAID FUNDS TO }
ACCOUNT NUMBER 266-20-255-356.35720 }
(POLICE EXPLORER DONATIONS) }
_____ }

RESOLUTION NO. 2014-

WHEREAS, in September 2013, E & J Gallo Winery requested assistance from the Turlock Police Explorer Post to participate with other explorer posts from throughout the county; and

WHEREAS, the Turlock Explorer Post provided extra patrol and a volunteer public safety presence at the E & J Gallo Winery concert; and

WHEREAS, on October 27, 2013, the Turlock Police Department received a donation check from Modesto Symphony in the amount of \$100.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donation in the amount of \$100 and appropriates said funds to account number 266-20-255-356.35720 (Police Explorer Donations).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

5R
February 11, 2014

From: Diana Lewis, Technical Services Manager

Prepared by: Audrey Cray, Payroll Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller Compucom, for the Software Volume Licensing Enterprise Enrollment, for a period of three (3) years, in the amount of \$47,717.35 per year and Software Volume Licensing Select Plus Enrollment, for a period of three (3) years, in the amount of \$1,398.90, for a total of \$147,348.45 at the end of three (3) years, beginning February 1, 2014 through January 31, 2017

2. DISCUSSION OF ISSUE:

Information Technology recommends the approval of this agreement because it encompasses all Microsoft Office products utilized by the majority of City staff, as well as Microsoft Server products that are necessary for the City's server environment which enables the use of all software used by City staff. The agreement will cover tech support as well as upgrades and updates.

3. BASIS FOR RECOMMENDATION:

All service agreements require the review and approval by the Council. This agreement with Microsoft via Compucom is necessary to allow City staff to continue to utilize Microsoft Office products such as Word, Excel, and Access. This agreement also covers Microsoft Server licenses which are necessary for our current Server environment. Moving to another solution is not recommended by IT Staff as this would be a costly undertaking at this time. This agreement does include an addition of Exchange products which will be replacing our current Groupwise (Novell) email software as well as Symantec Endpoint Protection. Making this change will save City of Turlock \$23,275.98 over a period of three (3) years. We have decided to make the adjustments to our agreement to acquire these cost savings, expand services and conform to industry adopted platforms. The Enterprise Agreement will be for a period of three (3) years in the amount of \$47,717.35 per year (Exhibit A) and the Select Plus Agreement will be for a period of three (3) years in the amount of \$1,398.80 per year (Exhibit B) for a total of \$147,348.45 at the end of three (3) years.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$49,116.15

Currently budgeted in Fund 196 "Computer Replacement Fund" for all departments.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Deny renewal of contract and no longer be able to utilize Microsoft products. IT Staff does not recommend this alternative.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number
 Microsoft to complete for initial term
 Reseller to complete for renewal

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

Enterprise Products. Choose platform option: Professional Desktop

Qualified Devices: 225

Qualified Users:

Enterprise Online Services¹

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	225
Office Pro Plus for Office 365	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	225
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: Device	
Windows Desktop	
Windows OS Upgrade	225
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on ³

This form must be attached to a signature form to be valid.

Program Signature Form

MBA/MBSA number		000-jorob-s-112
Agreement number	01E73134	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	X20-10631
<Choose Enrollment/Registration>	
Product Selection Form	X20-03622
Enterprise Enrollment Amendment	W29 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Turlock
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____
Printed First and Last Name
Printed Title
Signature Date
(date Microsoft Affiliate countersigns)
Agreement Effective Date
(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID/Framework ID	000-jorob-s-112
Previous Enrollment number <i>(Reseller to complete)</i>	6584150	Earliest expiring previous Enrollment end date	1/31/2014

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise

Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"L&SA" means a License with Software Assurance for any Product ordered.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI").. Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the

applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Adding Products.

(i) Adding new Products not previously ordered. Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

f. True-up requirements.

(i) True-up order. Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion, may validate the customer true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.

(ii) Enterprise Products. Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(iii) Additional Products. For Products that have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iv) Online Services. For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(v) Transitions. Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(vi) True-up due date. The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(vii) Late true-up order. If the true-up order is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(viii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(ix) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.

g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

h. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either

upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. Transitions.

a. Transition requirements.

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

6. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may

make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes .

Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Check only one box in this section:

Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment

Enrolled Affiliate's Enterprise will **not** include all new Affiliates acquired after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Turlock

Contact name* First Dan Last Lourenco

Contact email address* dlourenco@turlock.ca.us

Street address* 156 S Broadway, Suite #116

City* Turlock
State/Province* CA
Postal code* 95380-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (206) 668-5542 x 1321
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Sam Last Andrews
Contact email address* sam.andrews@compucom.com
Street address* 7171 Forest Lane
City* Dallas
State/Province* TX
Postal code* 75230-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 818-988-2195

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Dan Last Lourenco
Contact email address* dlourenco@turlock.ca.us
Phone* (206) 658-5542 x 1321

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CompuCom Systems, Inc
Street address (PO boxes will not be accepted)* 7171 Forest Lane
City* Dallas
State/Province* Texas
Postal code* 75230-2306
Country* United States
Contact name* Bruce Valentin
Phone* 972-856-4617
Contact email address* msadmin@compucom.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title* Microsoft Licensing Specialist

Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft Licensing, GP.

Enterprise Enrollment Amendment ID W29

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 5a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
--	-------------------------------------

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Select	9333786	1/31/2014

This amendment must be attached to a signature form to be valid.

CompuCom - software quote

Quoted by Sam Andrews, CompuCom 7171 Forest Lane Dallas, TX 75230

Phone 818-988-2195 sam.andrews@compucom.com

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

Quoted to:	City of Turlock
	Dan Lourenco
	dlourenco@turlock.ca.us

Date 1/6/2014

Turlock - EA renewal estimate for Jan 2014 -
adding Core CAL + other new items

Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
enterprise products				
225	269-12442	Office Pro Plus (SA) - Platform	\$ 78.29	\$ 17,615.25
225	FQC-02460	Windows Pro/Ent (SA) - Platform	\$ 28.75	\$ 6,468.75
225	381-03052	Exchange Standard CAL (Lic/SA) Device CAL Platform	\$ 15.85	\$ 3,566.25
225	6ZH-00419	Lync Server Standard CAL (Lic/SA) Device CAL Platform	\$ 3.06	\$ 688.50
225	76M-01003	Sharepoint Standard CAL (Lic/SA) Device CAL Platform	\$ 16.87	\$ 3,795.75
225	J5A-00459	SysCtr Config Manager Client ML (SA) per OSE Platform	\$ 5.25	\$ 1,181.25
225	R18-02387	Windows Server CAL (SA) Device CAL Platform	\$ 3.71	\$ 834.75
225	M3J-00144	SysCtr Endpoint Protection Subscription VL per Device Platform	\$ 1.56	\$ 351.00
additional products				
12	7NQ-00292	SQL Server Standard 2-Core License (SA) (you own 6 processor licenses today, which translate into 4 cores per proc = 24 cores - however, if your hardware is more than 4 cores per processor, we need to adjust accordingly)	\$ 527.55	\$ 6,330.60
1	T9L-00223	SysCtr Standard Suite (SA)	\$ 129.78	\$ 129.78
5	P71-07282	Windows Server Datacenter 2-Processor (SA) note, assumes you buy the Windows Datacenter 1-processor true-up before 1/28/2013, to increase your expiring quantity to 10 processors at renewal time.	\$ 905.84	\$ 4,529.20
4	P73-05898	Windows Server Standard 2-Processor (SA)	\$ 129.78	\$ 519.12
5	D86-01253	Visio Standard (SA) - bringing over from expiring Select# 9333786	\$ 42.53	\$ 212.65

		<i>new additional products</i>		\$ -
1	5HU-00215	Lync Server (Lic/SA)	\$ 1,251.59	\$ 1,251.59
1	312-02177	Exchange Standard Server (Lic/SA)	\$ 242.91	\$ 242.91
				\$ -
		<i>Please type "Electronic Software Delivery" on your purchase order.</i>		\$ -
	Product-total			\$ 47,717.35
	Sub-Total			\$ 47,717.35
0	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	EA Renewal Estimate for January 2014 (with new items)		\$ 47,717.35
Prices good for 30 days				
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.				



Select Plus Affiliate Registration Form

State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	A43515A8
Agreement Number Microsoft or Reseller to complete	7756479	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	February

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

Qualifying systems Licenses. The operating system Licenses granted under this program are upgrade Licenses only. *Full operating system Licenses are not available under this program.* If Customer selects the Windows Desktop Operating System Upgrade, all qualified desktops on which the Customer runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Exclusions are subject to change when new versions of Windows are released.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* City of Turlock
Contact name*: First Dan Last Lourenco
Contact email address* dlourenco@turlock.ca.us
Street address* 156 S Broadway, Suite #116
City* Turlock
State* CA
Postal code* 95380
Country* United States
Phone* (206) 668-5542 x 1321

OK for Agenda

Tax ID

** indicates required fields*

2. Notices and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*

State*

Postal code*

Country*

Phone*

This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

** indicates required fields*

3. Language preference.

Select the language for notices. English

5. Reseller information.

Reseller company name* CompuCom Systems, Inc.

Street address (PO boxes will not be accepted)* 7171 Forest Lane

City* Dallas

State* Texas

Postal code* 75230-2306

Country* United States

Contact name* Bruce Valentin

Phone* 972-856-2064

Contact email address* msadmin@compucom.com

** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* CompuCom Systems, Inc.

Signature* _____

Printed name*

Printed title* Microsoft Licensing Specialist

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

6. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

7. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

Only valid if attached to a signature form.

Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	7756479	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Turlock
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____
Printed First and Last Name
Printed Title
Signature Date
(date Microsoft Affiliate countersigns)
Agreement Effective Date
(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

CompuCom - software quote

Quoted by Sam Andrews, CompuCom 7171 Forest Lane Dallas, TX 75230

Phone 818-988-2195 sam.andrews@compucom.com

Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.

Quoted to:

City of Turlock

Dan Lourenco

dlourenco@turlock.ca.us

Date 1/22/2014

Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
30	R18-00130	Windows Server CAL (Lic/SA) User CAL	\$ 12.77	\$ 383.10
30	394-00529	Exchange Standard CAL (Lic/SA) User CAL	\$ 29.49	\$ 884.70
30	M3J-00102	SysCtr Endpoint Protection Subscription per Device (antivirus for 30 servers; your EA Core CAL would cover all the devices & base server licensing)	\$ 4.37	\$ 131.10
				\$ -
		All 3 years of payments are required (Microsoft only sells this as a 3-year deal, but you are allowed to make annual installments)		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Please write "electronic software delivery" on your PO		
	Product-total			\$ 1,398.90
	Sub-Total			\$ 1,398.90
9	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	Annual Price (payments due before Feb 2014, 2015 and 2016)		\$ 1,398.90
Prices good for 30 days		Full 3-year price comes to	\$ 4,196.70	

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. CompuCom provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: CompuCom may receive incentive fees for public sector EA transactions.



Council Synopsis

February 11, 2014

From: Roy W. Wasden, City Manager

Prepared by: Eric A. Picciano, Chief Building Official, Principal Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Utilizing the services of Joel Carter on a temporary part-time basis for the purpose of assisting Building Department staff in the continued inspection of major commercial and industrial building construction projects including, but not limited to, the Blue Diamond Growers Almond processing facility, Hilmar Cheese Milk processing facility and the Turlock Sikh Temple expansion

2. DISCUSSION OF ISSUE:

As Council is aware Development Services Building Inspector Joel Carter has retired effective December 31, 2013. Mr. Carter has been involved in many major construction projects in his long tenure at the City of Turlock and holds a great deal of insight and knowledge of these projects. Additionally, Mr. Carter possesses a wealth of institutional knowledge regarding many of the existing industrial and commercial facilities throughout the City of Turlock and can provide valuable insight and assistance while newer inspection staff develops similar skill sets and knowledge specific to Turlock.

Recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions:

Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.]
CHAPTER 21. Public Pension and Retirement Plans 7522.56

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) The state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days has passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer of firefighter.

For the purposes of this discussion the applicable exception is 7522.56 (f) (1).

Additionally, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Funding for this appointment is provided within Fund 405, Part Time staff. Due to Mr. Carter's qualifications and guidance provided by CALPERS rules, Staff recommends Mr. Carter receive an hourly rate of \$38.00, to start on February 12, 2014. This is based upon Public Pension and Retirement Plans 7522.56 (d) and CALPERS Publication 33 "The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate." Staff positions performing these advanced duties are limited to the Senior Building Inspector.

3. BASIS FOR RECOMMENDATION:

The Building Department is working with the developers of several significant, construction projects that have critical time lines for the completion of their development. The completion of these projects is important to the long-term economic development objectives of the City of Turlock

Mr. Carter possesses valuable skills related to the technical and institutional knowledge required needed for the eventual completion of these major projects. In addition, Mr. Carter has developed cooperative working relationships with the building contractors and project owners of these buildings.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):**
- b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
 - c. ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Not to exceed \$36,500 during any Fiscal Year. Funding is available within the Building Department Enterprise Fund 405-40-405.41002_000 "Part Time Staff" - Temporary. CALPERS requirements and City policy, part time staff can work no more than 960 hours per Fiscal Year.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

Do not hire Mr. Carter on an interim part-time basis. This alternative is not recommended as it may hinder the development of major projects and other projects which are currently in the planning or scoping stages that could produce employment or other associated opportunities for the residents of the City of Turlock.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF UTILIZING THE }
SERVICES OF JOEL CARTER ON A }
TEMPORARY PART-TIME BASIS FOR }
THE PURPOSE ASSISTING BUILDING }
DEPARTMENT STAFF IN THE CONTINUED }
INSPECTION OF MAJOR COMMERCIAL }
AND INDUSTRIAL BUILDING }
CONSTRUCTION PROJECTS INCLUDING, }
BUT NOT LIMITED TO, THE }
BLUE DIAMOND GROWERS ALMOND }
PROCESSING FACILITY, HILMAR CHEESE }
MILK PROCESSING FACILITY AND THE }
TURLOCK SIKH TEMPLE EXPANSION }
_____ }

RESOLUTION NO. 2014-

WHEREAS, Development Services requests authorization to appoint Joel Carter to an interim part time position to assist staff in the continued inspection of major development projects; and

WHEREAS, recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions; and

WHEREAS, pursuant to Government Code TITLE 1, DIVISION 7, MISCELLANEOUS [6000. - 7598.] CHAPTER 21, Public Pension Retirement Plans 7522.56 (f)(1 - 4), section 7522.56 (f)(1) serves as the applicable exception for this request: "The employer certifies the nature of this employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar."; and

WHEREAS, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These conditions are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, Joel Carter possesses valuable skills related to the inspection of commercial and industrial buildings, collaboration skills and, institutional knowledge, required for the ongoing development and eventual completion of these major commercial and industrial projects; and

WHEREAS, Joel Carter's knowledge of building construction and the associated Building Code requirements surrounding these projects will provide valuable knowledge, insight, and assistance while newer staff develop similar skill sets and knowledge; and

WHEREAS, due to Mr. Carter's qualifications and guidance provided by CALPERS rules, staff recommends Mr. Carter receive an hourly rate of \$38.00, to start on February 12, 2014; and

WHEREAS, funding for this position will be from Building and Safety Fund 405-40-405.4100_000, "Part Time Staff" – Temporary. A fund appropriation will be before Council as a midyear budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize utilizing the services of Joel Carter on a temporary part-time basis for the purpose of assisting Building Department staff in the continued inspection of major commercial and industrial building construction projects including, but not limited to, the Blue Diamond Growers Almond processing facility, Hilmar Cheese Milk processing facility and the Turlock Sikh Temple expansion.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

7A
February 11, 2014

From: Phaedra A. Norton

Prepared by: Phaedra A. Norton

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 2, adding Chapter 12 regarding Campaign Contributions

2. DISCUSSION OF ISSUE:

Background

At the January 28, 2014 meeting of the Turlock City Council, during Item 9, "Council Items for Future Consideration," Councilmember Nascimento requested a Turlock Municipal Code amendment to add a section regarding Campaign Contributions.

The attached draft ordinance is being presented to the Council for consideration.

Discussion

Monetary contributions to political campaigns are a legitimate form of participation in the political process, but the financial strength of certain individuals or organizations should not permit them to exercise a disproportionate or controlling influence on the election of candidates for municipal office.

The increasing amounts of expenditures in political campaigns have forced many candidates for elective office to raise larger and larger sums from individuals or interest groups with a specific financial stake in city matters. This can cause the public perception that the votes of city council members and decisions of elected officials are being improperly influenced by monetary contributions. Such a perception can undermine the credibility of the city council and the governmental process.

The best interests of the citizens of the City of Turlock may be served by enacting an ordinance that allows participation in the political process without allowing a disproportionate or controlling influence on the election of candidates for municipal office.

3. BASIS FOR RECOMMENDATION:

The policy of this city is to protect the integrity of the electoral process.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

None

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

The City Council may decide to forego the amendment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 2 CHAPTER 12 }
REGARDING CAMPAIGN CONTRIBUTIONS }
_____ }

ORDINANCE NO. -CS

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

SECTION 1. AMENDMENT: Title 2, Chapter 12 is hereby added to read as follows:

2-12-01 Decision-making prohibition.

(a) No member of the Council of the City of Turlock, shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest. Whenever used in this chapter, the words "member of the Council" shall include the Mayor.

(b) A member of the Council has a financial interest in a decision within the meaning of subsection (a) of this section if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effects on the public generally, on a major campaign contributor to that member.

(c) A major campaign contributor to a member of the Council, within the meaning of subsection (b) of this section, is a person or entity that has contributed Two Thousand and no/100ths (\$2,000.00) Dollars or more in the aggregate over the past forty-eight (48) months to that member of the Council and/or to a campaign committee controlled by that member and/or to a committee not controlled by that member. Contributions include moneys, loans, debts incurred, property-in-kind, or things having a monetary value incurred or received by a candidate or his/her agent or other person on behalf of the candidate for use in advocating the election of the candidate.

(d) In the case of contributions of Two Thousand and no/100ths (\$2,000.00) Dollars or more that a person or entity makes to a committee not controlled by a candidate for the City Council but which committee expends money in support of a candidate for the City Council, a portion of such contribution shall be deemed to have been made by the contributor to the member or candidate in support of whom the committee expended money. The amount of such deemed contribution shall be determined by multiplying the contribution to the committee by that fraction obtained by dividing the amount expended by the committee in support of the candidate by the total expenditures of the committee. Whenever used in this chapter, the words "candidate" or "candidate for Council" shall include any candidate for Mayor.

(e) In the case of contributions of Two Thousand and no/100ths (\$2,000.00) Dollars or more that a person or entity makes to a committee not controlled by a candidate for the City Council but which committee expends money in opposition to a candidate for City Council, the portion expended in opposition shall be deemed to have been made by the contributor in support of all other candidates for City Council. The amount of such deemed contribution shall be determined by multiplying the contribution to the committee by that fraction obtained by dividing the amount expended by the committee in opposition to the candidate by the total expenditures of the committee

2-12-02 Administration and enforcement.

The City Clerk shall be responsible for the administration and enforcement of the provisions of this chapter.

2-12-03 Administrative penalties.

The City Clerk shall impose administrative penalties against any candidate for the Council of the City of Turlock, or his/her campaign committee, for any violation of the provisions of this chapter in the amount of Five Hundred and no/100ths (\$500.00) Dollars per violation.

2-12-04 Civil remedies.

(a) The City Clerk may seek civil action, in a court of appropriate jurisdiction, against any candidate for the Council of the City of Turlock or his/her campaign committee, for the failure by such candidate or campaign committee to pay any administrative penalties imposed pursuant to the provisions of Section 2-12-03 of this chapter, within forty-five (45) days after the date that written notice of the penalty is deposited in the United States mail by the City Clerk.

(b) The City Clerk may also seek other appropriate civil remedies against any person for any violation of the provisions of this chapter.

2-12-05 Disposition of penalties.

All penalties collected pursuant to the provisions of this chapter shall be deposited in the General Fund of the City of Turlock.

2-12-06 Violations.

In addition to the administrative penalties and civil actions and remedies authorized by Sections 2-12-03 and 2-12-04 above, the City Clerk may also seek criminal action against any person for any violation of the provisions of this chapter. The violation of any provision of this chapter shall be deemed a misdemeanor, punishable as provided for in Title 1 of this Code.

2-12-07 Remedies are cumulative.

The civil and criminal remedies prescribed by this chapter shall be cumulative and the use of one (1) remedy shall not bar the use of any other remedies provided for herein.

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 ___ day of _____, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

February 11, 2014

BA

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the early repayment of Capital Lease titled "Municipal Project Lease and Option Agreement No. 1520" through Municipal Services Group Inc. (serviced through West America Bank) which provided financing for the construction of the addition to Broadway City hall (occupied by Engineering and Municipal Services) to be funded by the Water Quality Control (Fund 410) and Water (Fund 420) Enterprise Funds and Engineering's portion of the Asset Replacement Fund reserve (Fund 241)

2. DISCUSSION OF ISSUE:

When the addition to Broadway City hall was constructed in 2002, the project was financed through a capital lease agreement with Municipal Services Group, Inc. West America Bank is currently the servicing agent for the lease. As part of the process to enter into this lease agreement, Municipal Services Group required the City to pledge collateral for the lease. Since the existing City hall building already had a security interest recorded against it, the Police Administration building at 900 North Palm was pledged as collateral for the lease for the City hall addition.

The Lease runs for 15 years and is scheduled to be paid off in March of 2017. The semi-annual lease payments are being paid by the Engineering, Water Quality Control and Water department. Engineering pays 50% of the payment and Water Quality Control and Water each pay 25%. After the September 2013 debt service payment, the principal balance due on the lease is \$717,323.97. The interest rate on this capital lease is 4.69%.

Since the Police Administration building is in the process of being sold, the security interest against the building needs to be cleared. Options to do this include retiring the debt early or transferring the security interest to another City-owned property. After discussing the options with representatives from West America Bank, Staff is recommending retiring the debt on March 1, 2014 (date of next semi-annual debt service payment) for the following reasons:

1. The early retirement will save the City approximately \$38,000 in interest payments through the term of the lease. The next semi-annual payment is due March 1st. The outstanding principal balance after that payment will be \$621,835.50. If the City chooses to prepay the balance there is a prepayment penalty of \$4,614.42 which will make the total amount due \$626,449.92. Prepayment penalties were common place for this type of financing at the time the agreement was negotiated. If the City were to continue to make semi-annual payments until the end of the lease, \$43,072.67 in interest will be paid. By prepaying this debt, the City saves \$38,458.25 (\$43,072.67 – \$4,614.42).
2. The company through whom the lease was negotiated – Municipal Services Group, Inc – does not appear to still be in business. Staff has searched the internet for the company and has spoken to a representative from another company who now provides the same services for West America, and has not been able to locate a working telephone number for Municipal Services Group. In the normal course of business, if the City desired to substitute collateral for an existing debt, the original lease (loan) documents would need to be amended to provide for this substitution. Since Staff has been unable to contact Municipal Services Group, we would have to work with a new lender and enter into all new agreements in order to accomplish this substitution. This a cumbersome and time consuming process.

Since there is the option to prepay the outstanding debt and the financial means to do so, Staff does not recommend the collateral substitution option.

Staff is proposing that the prepayment be funded in the same ratio as the current debt service payments. Engineering currently pays for their portion via a transfer from their portion of the Asset Replacement Fund (fund 241). There is a sufficient reserve in this fund to pay Engineering's 50% portion of the prepayment amount.

3. BASIS FOR RECOMMENDATION:

The security interest against the property at 900 North Palm needs to be resolved so that the sale of this property can go forward. Staff is proposing the early retirement of the debt as the solution to unencumber the property.

4. FISCAL IMPACT ANALYSIS

As mention above, the outstanding balance on the debt after the March 1, 2014 semi-annual payment will be \$621,835.50. The amount due on prepayment will be \$626,449.92. The following budget adjustments are necessary to properly account for this transaction.

	Current Budget	Amendment	Revised Budget
Water Quality Control			
410-51-534.53011_001 "Lease - Muni Bldg Payment"	56,155	156,615	212,770
Water			
420-52-551.53011_001 "Lease - Muni Bldg Payment"	56,155	156,615	212,770
Engineering			
502-40-510.53011_001 "Lease - Muni Bldg Payment"	112,309	313,225	425,534
Transfer			
Engineering			
502-40-510.38001_121	112,309	313,225	425,534
Asset Replacement			
241-00-000-248.48001_121	112,309	313,225	425,534

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

At this time Staff does not recommend any alternatives. The security interest recorded against the 900 North Palm property needs to be released so the property can be sold. The early retirement of the debt accomplishes this goal while also saving the City money.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2014- ____
EARLY REPAYMENT OF CAPITAL LEASE }
TITLED "MUNICIPAL PROJECT LEASE AND }
OPTION AGREEMENT NO. 1520" THROUGH }
MUNICIPAL SERVICES GROUP INC. }
(SERVICED THROUGH WEST AMERICA }
BANK) WHICH PROVIDED FINANCING FOR }
THE CONSTRUCTION OF THE ADDITION TO }
BROADWAY CITY HALL (OCCUPIED BY }
ENGINEERING AND MUNICIPAL SERVICES) }
TO BE FUNDED BY THE WATER QUALITY }
CONTROL (FUND 410) AND WATER (FUND }
420) ENTERPRISE FUNDS AND }
ENGINEERING'S PORTION OF THE ASSET }
REPLACEMENT FUND RESERVE (FUND 241) }
_____ }

WHEREAS, in 2002, the City entered into a long-term capital lease agreement to finance the construction of the addition to the Broadway City hall building; and

WHEREAS, as approved on Resolution 2002-005, a security interest was placed on the Police administration building at 900 North Palm as collateral for the Broadway City hall addition lease agreement; and

WHEREAS, the City is now in the process of selling the 900 North Palm property and desires to clear the security interest on the property; and

WHEREAS, after exploring the options available to clear title, Staff has recommended that the lease agreement be prepaid concurrent with the March 1, 2014 scheduled debt service payment; and

WHEREAS, the source of funds for the repayment will be the Water Quality Control and Water enterprise funds and Engineering's portion for the Asset Replacement fund in the same ratios as the current semi-annual debt service payment.

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

1. Authorize Staff to prepay the outstanding balance of the Municipal Project Lease and Option Agreement No. 1520 concurrent with the regularly scheduled March 1, 2014 debt service payment; and
2. Authorize the City Manager to execute any documents necessary to complete this transaction; and

3. Amend the 2013-14 Municipal budget as follows:

	Current Budget	Amendment	Revised Budget
Water Quality Control			
410-51-534.53011_001 "Lease - Muni Bldg Payment"	56,155	156,615	212,770
Water			
420-52-551.53011_001 "Lease - Muni Bldg Payment"	56,155	156,615	212,770
Engineering			
502-40-510.53011_001 "Lease - Muni Bldg Payment"	112,309	313,225	425,534
Transfer			
Engineering			
502-40-510.38001_121	112,309	313,225	425,534
Asset Replacement			
241-00-000-248.48001_121	112,309	313,225	425,534

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

8B

February 11, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the East Stanislaus Integrated Regional Water Management Plan

2. DISCUSSION OF ISSUE:

On April 13th, 2010 City Council approved the participation in the development and completion of an East Stanislaus Integrated Regional Water Management Plan (IRWMP) in partnership with Ceres, Hughson, and Modesto. In concert with the other member agencies, RMC Water and Environment has completed the Plan.

In general, an IRWMP is a region-wide comprehensive management and planning document that identifies specific projects that would make the best use of the area's water, wastewater, and storm water resources. Projects may include evaluating water supply options, improvements to water quality, groundwater protection, water recycling, conservation, drought relief, and flood control. It is recognized that the water resources issues facing our communities are regional in nature and can only be addressed through regional solutions.

A further incentive for developing regionally feasible water resource projects is the potential of securing state and/or federal funds. One of the best opportunities is through a Proposition 84 grant, passed in 2006 and administered through the State Department of Water Resources, with \$1 Billion in statewide funding. In order to qualify for Proposition 84 funding (for either or both planning and implementation activities), a logically defined region must be formed and an IRWMP developed for that area (currently our region is without an IRWMP). An IRWMP would also be required to qualify for any future grant funding.

The City of Turlock, in cooperation with various regional partners, is working on two large water-related infrastructure projects: the Regional Surface Water Supply Project and the North Valley Regional Recycled Water Project. The financial feasibility of both of these projects would be enhanced with state grant

funding. Therefore, participation in the IRWMP will help Turlock and its partners obtain state funding for these projects to offset costs to ratepayers.

3. BASIS FOR RECOMMENDATION:

A) Participating in the development and adopting an East Stanislaus IRWMP that meets the various grant funding requirements necessary for obtaining state and/or federal funding for regional water resource projects. Such funding will be critical to minimizing the various projects' costs to existing rate payers and future customers.

B) The East Stanislaus IRWMP establishes regional goals and objectives for water resources management and identifies strategies, projects, and programs intended to fulfill those goals and objectives

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not adopt the East Stanislaus IRWMP. This is not recommended as City Council has already approved the City's participation in this process, and second, the City would not be eligible for funding for future water supply and wastewater projects from state and federal agencies. Finally, not adopting the IRWMP would diminish the City's ability to collaboratively manage regional water resources to improve water quality, quantity, and reliability.

Chapter 1 Introduction

1.1 IRWMP Overview

In 2002, the Integrated Regional Water Management Act was created when Senate Bill 1672 was passed. The purpose of the Act was to encourage local agencies to coordinate and collaboratively manage water resources to improve water quality, quantity and reliability. Following creation of the Act, in November 2002, the voters of the State of California recognized and codified the need for integrated regional planning for the management of water resources with the passage of Proposition (Prop) 50, *the Water Security, Clean Drinking Water, Coastal and Beach Protection Act*. Central to Prop 50 was the preparation of Integrated Regional Water Management Plans (IRWMPs). IRWMPs define planning regions and identify strategies that allow for the regional management of water resources in what began as four main areas: water supply, groundwater management, ecosystem restoration, and water quality. Prop 50 provided \$500 million to fund competitive grants for preparing IRWMPs and for implementing projects that were consistent with IRWMPs. Since its inception, the IRWM program has evolved. In November 2006, California voters passed Prop 84, *the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act*, providing \$1 billion for planning and implementation grant funding through the IRWM program. Prop 1E, referred to as *the Disaster Preparedness and Flood Prevention Bond Act*, was also passed at that time, providing \$300 million for IRWM Stormwater Flood Management. The California Department of Water Resources (DWR) administers the IRWM grant programs as currently funded by Props 50, 84, and 1E. As part of that program administration, DWR released the *Proposition 84 & Proposition 1E Integrated Regional Water Management Guidelines* (Guidelines) in November 2012, a set of guidelines for IRWM implementation and planning grants, including descriptions of what must be included in an IRWMP to be eligible for the grant program.

The IRWMP is intended to be a living plan that is to be updated regularly. The Plan summarizes regional goals and objectives for water resources management, and identifies strategies, projects, and programs intended to fulfill those goals and objectives. Projects and programs included in the IRWMP are designed to integrate multiple resource management strategies (RMSs) and projects to provide multiple-benefit solutions and beneficiaries, both locally and regionally. Program Preferences are developed as part of the IRWM Program, equating to a number of criteria that IRWMPs and associated grant proposals should address. The Program Preferences, as included in the Prop 84 Guidelines, are to:

- Include regional projects or programs
- Effectively integrate water management programs and projects within a hydrologic region identified in the California Water Plan; the Regional Water Quality Control Board (RWQCB) region or subdivision; or other region or sub-region specifically identified by DWR
- Effectively resolve significant water-related conflicts within or between regions
- Contribute to attainment of one or more of the objectives of the CALFED Bay-Delta Program
- Address critical water supply or water quality needs of disadvantaged communities within the region
- Effectively integrate water management with land use planning
- To provide for non-State funded flood control or flood prevention projects (pursuant to PRC §5096.824 or §75034) to provide multiple benefits, including, but not limited to, water quality improvements, ecosystem benefits, reduction of in-stream erosion and sedimentation, and groundwater recharge.
- Address Statewide priorities [for water resource management] which include:

- Drought Preparedness
- Use and Reuse Water More Efficiently
- Climate Change Response Actions
- Expand Environmental Stewardship
- Practice Integrated Flood Management
- Protect Surface Water and Groundwater Quality
- Improve Tribal Water and Natural Resources
- Ensure Equitable Distribution of Benefits

This IRWMP has been prepared for the East Stanislaus IRWM (ESIRWM) region. It is consistent with the Prop 84 Guidelines, the priorities and objectives for regional planning, and reflects local resources and environment.

1.2 Regional Water Management Group

The East Stanislaus Regional Water Management Partnership (ESRWMP), the official Regional Water Management Group for the region, is presently comprised of the Cities of Modesto, Hughson, Ceres and Turlock. According to California Water Code (CWC) §10539, a Regional Water Management Group (RWMG) is a “group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements of CWC §10540 and §10541, participate by means of a joint powers agreement, Memorandum of Understanding (MOU), or other written agreement, as appropriate, that is approved by the governing bodies of those local agencies.” For the ESIRWM region, all four entities have statutory authority over water supply or management in their respective jurisdictions, and all ESRWMP members signed an MOU dated August 23, 2011 (included in Appendix A) which formally formed the ESRWMP.

The ESRWMP initiated development of the East Stanislaus Region and spearheaded completion of the Region Acceptance Process (RAP) application to become an official IRWM region. This Region, and its associated RWMG, are relatively new and were recently developed, beginning in July 2010, to foster regional communication and cooperation and to cooperatively resolve potential water supply conflicts in the Region.

1.3 IRWMP Development

The State of California has established IRWM Plan Standards or Guidelines that define aspects that must be addressed in each IRWMP. This IRWMP has been constructed to meet or surpass each of those standards. The organization of the Plan is such that each Plan Standard is documented and addressed. The Plan Standards include documentation of:

- *Governance* – The governance structure for a region’s IRWMP development and implementation. A description of the Regional Water Management Group responsible for development and implementation of the Plan and the project proponents who will adopt the Plan.

“IRWM Plan Standards are used to describe what must be in an IRWM Plan and can be used as criteria in Implementation Grant applications.”

- Proposition 84 & 1E IRWM Guidelines, November 2012, Page 18

- *Region Description* – The watersheds and water systems within the Region; internal boundaries; and water supplies and demands, including potential effects of climate change. Comparison of current and future water quality conditions in the Region. Description of social and cultural makeup of the regional community. Description of major water related objectives and conflicts. Explanation of how the IRWM regional boundary was determined and why it is appropriate. Identification of neighboring and/or overlapping IRWM efforts and explanation of planned/working relationships.
- *Objectives* – Objectives of the IRWMP that are measurable, and the process used to develop them. Explanation of prioritization of objectives if they are prioritized or the reasons they are not prioritized.
- *Resource Management Strategies* – Resource management strategies considered to meet IRWM objectives and which strategies were incorporated into the Plan. Effects of climate change on the region's water resources.
- *Integration* – Structures and processes that provide opportunities to develop and foster integration.
- *Project Review Process* – Procedures for submitting a project to the RWMG. Procedures for review of projects considered for inclusion into the Plan. Displaying the lists of selected projects.
- *Impact and Benefit* – Discussion of potential impacts and benefits of implementation of the IRWMP.
- *Plan Performance and Monitoring* – Performance measures and monitoring methods to ensure the objectives of the IRWMP are met.
- *Data Management* – Process of data collection, storage, and dissemination to IRWM participants, stakeholders, public, and the State.
- *Finance* – Possible funding sources, programs, and grant opportunities for the development & ongoing funding of the IRWMP. Funding mechanisms (e.g. rate structures) for projects that implement the IRWMP. Explanation of the certainty and longevity of known or potential funding for the IRWMP and projects included. Explanation of how O&M costs for projects would be covered.
- *Technical Analysis* – Data and technical analyses that were used in the development of the IRWMP.
- *Relation to Local Water Planning* – A list of local water plans used in the IRWMP. Discussion of how the IRWMP related to planning documents and programs established by local agencies. Description of the dynamics between the IRWMP and local planning documents.
- *Relation to Local Land Use Planning* – Current relationship between local land use planning, regional water issues, and water management objectives. Future plans to further a collaborative, proactive relationship between land use planners and water managers.
- *Stakeholder Involvement* – Description of the public process that provides outreach and an opportunity to participate in the IRWMP development and implementation. Process used to identify, inform, invite and involve stakeholder groups in the IRWM process. Discussion of how the RWMG will endeavor to involve DACs and Native American tribal communities in the IRWM planning effort. Description of the decision making process. Discussion regarding how stakeholders are necessary to address the objectives and resource management strategies. Discussion of how collaborative processes will engage a balance of the interest groups regardless of their ability to contribute financially to the IRWMP's development or implementation.

- *Coordination* – Identification of the process to coordinate water management projects and activities of participating local agencies and stakeholders to avoid conflicts and take advantage of efficiencies. Identification of neighboring IRWM efforts and how cooperation/coordination with these efforts will be accomplished. Identification of areas where a State agency may be able to assist in communication, cooperation, or implementation of IRWMP components, processes, projects, etc.
- *Climate Change* – Discussion of the potential effects of climate change on the IRWM region, including an evaluation of the IRWM region's vulnerabilities to the effects of climate change and potential adaptation responses. Process that discloses and considers greenhouse gas emissions when choosing between project alternatives.

As described in the Guidelines, although the Plan Standards name specific topics the IRWMP should cover, they do not constitute an outline for the Plan. The following table shows which sections of the IRWMP address the Plan Standards previously described. All of the Plan Standards are addressed which helps ensure the creation of a high quality, implementable IRWMP.

Table 1-1: Plan Standards Addressed in the East Stanislaus IRWMP

Plan Standard	East Stanislaus IRWMP Chapter to Reference
Governance	3.1, 3.2
Region Description	2.1, 2.2, 2.3
Objectives	4.1, 4.2, 4.3, 4.5
Resource Management Strategies	4.4
Integration	5.2
Project Review Process	5.1, 5.2, 5.3
Impacts and Benefits	5.4
Plan Performance and Monitoring	7.1, 7.3, 7.4
Data Management	6.2
Finance	7.2
Technical Analysis	6.1
Relation to Local Water Planning	4.7, 4.8
Relation to Local Land Use Planning	4.9
Stakeholder Involvement	3.2
Coordination	3.3, 3.4
Climate Change	2.3, 5.2

Ongoing information about the development and implementation of this IRWMP can be found on the East Stanislaus IRWM Region's website at www.eaststanirwm.org.

1.4 IRWMP Adoption

ESRWMP member agencies and project proponents are expected to adopt the IRWMP upon completion, and any stakeholder entities can choose to accept or adopt the completed Plan to demonstrate support and commitment to implementation. Upon completion of the East Stanislaus IRWMP, the following entities adopted this Plan at meetings of their governing boards which were open to the public:

- City of Modesto on January 28, 2014
- City of Turlock on January 28, 2014
- City of Ceres on January 13, 2014
- City of Hughson on January 13, 2014

Appendix R contains the notices of intent to adopt and the adopting resolutions.

As described in Chapter 7.4, Plan Updates, the East Stanislaus IRWMP will be updated periodically to reflect changing conditions and IRWMP project implementation. When the IRWMP is updated, it will be re-adopted by the participating agencies. There may, however, be interim changes to the IRWMP that will be administrative in nature; for example, the project list may be updated prior to a grant proposal solicitation. This IRWMP does not require re-adoption of this Plan for interim or administrative changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE EAST }
STANISLAUS INTEGRATED REGIONAL }
WATER MANAGEMENT PLAN }
_____ }

RESOLUTION NO. 2014-

WHEREAS, an Integrated Regional Water Management Plan (IRWMP) is a voluntary and comprehensive non-regulatory planning document prepared on a region-wide scale that identifies broadly-supported priority water resources projects and programs with multiple benefits; and

WHEREAS, the IRWM planning process evolved out of Proposition 50, the Water Security, Clean Drinking Water, Coastal, and Beach Protection Act (2002); and

WHEREAS, funding for the IRWM grant program was continued in Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act (2006) which provides approximately \$1 billion in additional funding for IRWM Plans and projects; and

WHEREAS, the adoption of an IRWMP is a prerequisite for any state funding; and

WHEREAS, the Cities of Modesto, Ceres, Hughson, and Turlock signed an agreement to create the East Stanislaus Regional Water Management Partnership, the Regional Water Management Group for the Region; and

WHEREAS, the Partnership prepared the East Stanislaus IRWMP from 2010 through 2013 based on the California Department of Water Resources Proposition 84 & 1E Integrated Regional Water Management Plan Guidelines; and

WHEREAS, the adoption of the East Stanislaus IRWMP is exempt from the California Environmental Quality Act pursuant (CEQA) to CEQA Guidelines §15262 and §15306 because the Plan involves planning studies for possible actions that participating agencies have not yet approved and consists of basic data collection that would not result in the disturbance of any environmental resource.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the East Stanislaus Integrated Regional Water Management Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

se



Council Synopsis

February 11, 2014

From: Phaedra A. Norton

Prepared by: Phaedra A. Norton

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2007-037 and adopting an updated City of Turlock Code of Conduct for elected officials

2. DISCUSSION OF ISSUE:

Background

At the January 28, 2014 Council meeting, under Item 9, "Council Items for Future Consideration," Councilmember Nascimento requested an update to the Code of Conduct for Elected Officials to address ex parte communications. In response to that request, the attached amendments are presented to the Council for consideration.

Discussion

Ex parte contacts are communications occurring between governmental decision-makers and third parties, outside of the official proceedings and off the record. Ex parte communications generally arise in two distinct contexts: 1) adjudicative or quasi-judicial actions; and 2) legislative and policy matters. Different legal issues arise depending upon the context in which an ex parte communication occurs. For the reasons described in detail below, we recommend that the City adopt a policy reflecting the distinct nature of the settings in which ex parte communications arise and addressing them accordingly.

Quasi-judicial / adjudicative proceedings

The United States and California Constitutions guarantee that participants in judicial proceedings have the right to "due process" of law. U.S. Const. Amend. 5 and 14; Cal. Const. Art. I, § 7. California statutory law extends the constitutional guarantee of due process to quasi-adjudicative proceedings, thereby ensuring that the parties receive a fair "trial" even in these non-courtroom proceedings. Code of Civil Procedure (CCP) § 1094.5(b). Quasi-judicial or quasi-adjudicative generally refers to a matter in which the decision-maker is required to hold a hearing and to make a decision by applying the law to the particular facts presented at the hearing on the matter. The decision in each case must be

based only on the evidence, the law and arguments presented at the hearing or otherwise made part of the record. Examples of City proceedings considered to be "quasi-judicial" or "quasi-adjudicatory" include permit appeals, license revocations, certain land use matters and enforcement matters.

The requirement for a fair hearing "requires that the party be apprised of the evidence against him so that he may have an opportunity to refute, test, and explain it. . ." *English v. City of Long Beach* (1950) 35 Cal.2d 155, 159. The failure to accord any of the parties a fair trial is a basis for a court to overturn the decision. CCP § 1094.5(b).

Other public agencies in California have enacted regulations applicable to ex parte communications in the context of quasi-judicial matters. Some policies prohibit ex parte contacts while other policies require public disclosure of ex parte contacts.

The First and Fifth Amendment to the U.S. Constitution and Article I, Sections 1, 3 and 7 of the California Constitution provide each citizen with the right to petition his or her elected officials and also to receive a due process fair hearing for those with property rights at stake. These two constitutional principles create a tension that can best be resolved by the following, narrowly tailored policy for elected officials:

- **Ex Parte Communications.** In a quasi-judicial proceeding and, to the extent feasible, ex parte communications should be avoided. When a Councilmember has an ex parte communication concerning a subject that is the basis of a quasi-judicial proceeding, the Councilmember should: (a) state for the public record the nature of that communication; (b) with whom the ex parte communication was made; and (c) a brief statement as to the substance of the communication. Neither the occurrence of an ex parte communication nor the failure to provide disclosure of the communication shall provide a basis for invalidation of any City action or decision. Examples of quasi-judicial proceedings: include permit appeals, license revocations, certain land use matters and enforcement matter's.

We recommend that an ex parte policy be instituted as part of the City of Turlock Code of Conduct for Elected Officials as set forth in the attached resolution.

Legislative / policy proceedings

Under existing law, there is no legal requirement that decision-makers avoid ex parte contacts on policy matters. Competing expectations bear on the issue of whether ex parte communications should be avoided in connection with legislative and policy matters. On one hand, when input is provided to elected officials via an ex parte communication, the substance of the communication and

the impact of the communication on the decision-makers' deliberations is not subject to public scrutiny. On the other hand, the public has Constitutional rights to access their elected officials. The public also has an expectation that they should be able to provide input into policy decisions. Most public agencies that have adopted ex parte policies have applied them only to quasi-judicial matters, not to legislative matters. However, the Council may wish to consider whether ex parte communications related to legislative or policy matters should be avoided and/or whether disclosure would be appropriate.

In addition to the action regarding ex parte communications a housekeeping change has been included to address use of electronic devices under the Section of the Code of Conduct entitled "Give the appearance of active listening."

3. BASIS FOR RECOMMENDATION:

The First and Fifth Amendment to the U.S. Constitution and Article I, Sections 1, 3 and 7 of the California Constitution provide each citizen with the right to petition his or her elected officials and also to receive a due process fair hearing for those with property rights at stake. These two constitutional principles create a tension that can best be resolved by creating and following a narrowly tailored policy for elected officials.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The Council may choose to add an ex parte policy later.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2007-037 AND }
ADOPTING AN UPDATED CITY OF }
TURLOCK CODE OF CONDUCT FOR }
ELECTED OFFICIALS }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the Turlock City Council deems it important for conducting City business that City Councilmembers have written guidelines and rules for how Councilmembers can and should conduct themselves; and

WHEREAS, the Turlock City Council deems it important that the rules and guidelines provide an atmosphere that encourages public participation in City affairs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the Code of Conduct for Elected Officials attached hereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of February, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



CODE
of
CONDUCT
for
ELECTED OFFICIALS

February 2014

Readopted 2/11/14 Resolution No. 2014-xxx

Readopted 2/6/07 Resolution No. 2007-037

Adopted 9/25/01 Resolution No. 2001-193

THIS CODE OF CONDUCT is designed to describe the manner in which Councilmembers should treat one another, city staff, constituents, and others they come into contact with in representing the City of Turlock. It reflects the work of a Council Subcommittee that was charged with defining more closely the behavior, manners, and courtesies that are suitable for various occasions. The Subcommittee also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is “respect.” Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

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OVERVIEW OF ROLES AND RESPONSIBILITIES

Other resources that are helpful in defining roles and responsibilities of elected officials can be found in the Leadership Guide for Mayors and Councilmembers published by the League of California Cities.

MAYOR

- Is separately elected
- Acts as the official head of the City for all ceremonial purposes
- Chairs Council meetings
- Calls for special meetings
- Is recognized as spokesperson for City
- Selects substitute for City representation when Mayor cannot attend
- Makes judgment calls on proclamations, special orders of the day, etc.
- Recommends subcommittees as appropriate for Council approval
- Leads the Council into an effective, cohesive working team
- Signs documents on behalf of the City
- Serves as official delegate of the City to the U.S. Conference of Mayors and other events and conferences

VICE MAYOR

- Serves at the pleasure of the Council, selected on a rotating basis
- Performs the duties of the Mayor if the Mayor is absent or disabled
- Chairs Council meetings at the request of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

ALL COUNCILMEMBERS

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of Council meetings and shall be familiar with issues on the agenda
- Represent the City at ceremonial functions at the request of the Mayor
- Shall be respectful of other people's time, stay focused, and act efficiently during public meetings
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Turlock government
- Demonstrate honesty and integrity in every action and statement

- Participate in scheduled activities to increase team effectiveness and review Council procedures such as this Code of Conduct

All members of the Turlock City Council, including those serving as Mayor and Vice Mayor, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

MEETING CHAIR

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda item under consideration
- Makes preliminary rulings with advice, if requested, from the City Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Councilmember so moves and the majority of the Council votes to overrule the Chair.

The Mayor will chair official meetings of the City Council, unless the Vice Mayor or another Councilmember is designated as Chair of a specific meeting.

FORMER COUNCILMEMBERS

Past members of the Turlock City Council who speak to the current City Council about a pending issue should disclose whom they are speaking on behalf of (individual or organization). Past members should recognize that their privileged access to staff and facilities can no longer be provided.

POLICIES AND PROTOCOL RELATED TO CONDUCT

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Councilmember should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Councilmembers at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures

Councilmembers do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Councilmember or City staff. If correspondence is addressed only to one Councilmember, that Councilmember should check with staff on the best way to respond to the sender.

Endorsement of Candidates

Councilmembers have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official City meetings.

Non-agenda Items

During a designated time period on the agenda, citizens, Councilmembers and staff may bring forth issues or questions that are not on the meeting's agenda. Topics should be legislative items requiring action by the Mayor or the Council, study issues for future consideration, and requests for information. Each speaker, citizen, or elected official will be limited to five minutes.

Public Announcements in Council Meetings

Councilmembers are encouraged to report on their activities and other items of public interest. Councilmembers speak during the Council Comments portion of the Council meeting. Councilmembers who wish to recognize achievements or promote an event should place the matter on the agenda under "Proclamations, Presentation, Recognitions, Announcements and Appointments."

Public Meeting Hearing Protocol

After presentation of the matter by staff, if appropriate, the applicant or appellant shall have the right to speak first. The Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The Chair will determine how much time will be allowed for each speaker, with

three to five minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. Councilmembers will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" statements by Councilmembers are not appropriate until after the close of the public hearing. Councilmembers should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Travel Expenses

The policies and procedures related to the reimbursement of travel expenses for official City business by Councilmembers are outlined in the City's Travel Policy and Procedures. All Council travel in excess of the allowed budget, in which the Councilmember expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in advance by the Council. The travel policy and budget for Council should be reviewed at each two-year budget cycle.

COUNCIL CONDUCT WITH ONE ANOTHER

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and future of the community. In all cases, this common goal should be acknowledged even as Council may “agree to disagree” on contentious issues.

In Public Meetings

- **Use formal titles.** The Council should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the individual’s last name.
- **Practice civility and decorum in discussions and debate.** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
- **Honor the role of the Chair in maintaining order.** It is the responsibility of the Chair to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair’s action, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- **Avoid personal comments that could offend other Councilmembers.** If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Councilmember to justify or apologize for the language used. The Chair will maintain control of this discussion.
- **Demonstrate effective problem-solving approaches.** Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

In Private Encounters

- **Continue respectful behavior in private.** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, and e-mail.** Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially “public” communication.
- **Even private conversations can have a public presence.** Elected officials are always on display – people around them they may not know will monitor their actions, mannerisms, and language. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies upon the cooperative efforts of elected officials who set policy and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals.** Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- **Limit contact to specific City staff.** Questions of City staff and/or requests for additional background information should be directed only to the City Manager, City Attorney, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the City Attorney. Requests for follow-up or directions to staff should be made only through the City Manager or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Councilmembers should ask the City Manager for direction. Materials supplied to a Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.
- **Do not disrupt City staff work.** City staff should not be disturbed while in meetings, on the phone, or engrossed in performing their job functions, in order to meet a Councilmember's individual needs.
- **Never publicly criticize an individual employee.** Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Comments about staff in the office of the City Attorney should be made directly to the City Attorney.
- **Do not get involved in administrative functions.** Councilmembers must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- **Check with City staff on correspondence before taking action.** Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress.
- **Do not attend meetings with City staff unless requested by staff.** Even if the Councilmember does not say anything, the Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support.** Routine secretarial support will be provided to all Councilmembers. All mail for Councilmembers is opened by the City Clerk's office unless a Councilmember requests other arrangements. Mail addressed to the Mayor is reviewed first by the City Manager who notes suggested action and/or follow-up items. Requests for additional staff support – even in high priority or emergency situations – should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.
- **Do not solicit political support from staff.** Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

COUNCIL CONDUCT WITH THE PUBLIC

In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness.** “I give many public presentations so standing up in front of a group and using a microphone is not new to me. But I found that speaking in front of Council was an entirely different experience. I was incredibly nervous and my voice was shaking. I think the reason was because the issue was so personal to me. The Council was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.”
- **Be fair and equitable in allocating public hearing time to individual speakers.** “The first thing the Mayor said to me was to be brief because the meeting was running late and the Council was eager to go home. That shouldn't be my problem. I'm sorry my item was at the end of the agenda and that there were a lot of speakers, but it is critically important to me and I should be allowed to say what I have to say and believe that the Council is listening to me.”

The Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five minutes, with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Council requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

- **Ex Parte Communications.** An ex parte communication is a communication made with a Councilmember outside the official proceeding and off the record with any person except the City Attorney. In a quasi-judicial proceeding and, to the extent feasible, ex parte communications should be avoided. When a Councilmember has an ex parte communication concerning a subject that is the basis of a quasi-judicial proceeding, the Councilmember should: (a) state for the public record the nature of that communication; (b) with whom the ex parte

communication was made; and (c) a brief statement as to the substance of the communication. Neither the occurrence of an ex parte communication nor the failure to provide disclosure of the communication shall provide a basis for invalidation of any City action or decision. Examples of quasi-judicial proceedings: include permit appeals, license revocations, certain land use matters and enforcement matters.

- **Give the appearance of active listening.** It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, using electronic devices, gazing around the room, gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as smirking, disbelief, anger, or boredom.
- **Ask for clarification, but avoid debate and argument with the public.** Only the Chair – not individual Councilmembers – can interrupt a speaker during a presentation. However, a Councilmember can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing. If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- **No personal attacks of any kind, under any circumstances.** Councilmembers should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.
- **Follow parliamentary procedure in conducting public meetings.** The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The Chair, subject to the appeal of the full Council, makes final rulings on parliamentary procedure.

In Unofficial Settings

- **Make no promises on behalf of the Council.** Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.)

- **Make no personal comments about other Councilmembers.** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions or actions.
- **Remember that despite population figures, Turlock is a small town at heart.** The community is constantly observing Councilmembers every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Turlock. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

COUNCIL CONDUCT WITH OTHER PUBLIC AGENCIES

- **Be clear about representing the City or personal interests.** If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; and 2) whether this is the majority or minority opinion of the Council.

If the Councilmember is representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. If the Council-member is representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

- **Correspondence also should be equally clear about representation.** City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be filed in the Council Office as part of the permanent public record.

It is best that City letterhead not be used for correspondence of Councilmembers representing a personal point of view, or a dissenting point of view from an official Council position. However, should Councilmembers use City letterhead to express a personal opinion, the official City position must be stated clearly so the reader understands the difference between the official City position and the minor viewpoint of the Councilmember.

COUNCIL CONDUCT WITH COMMISSIONS

The City has established several Commissions as a means of gathering more community input. Citizens who serve on Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Commission meeting, be careful to only express personal opinions.** Councilmembers may attend any Commission meeting, which are always open to any member of the public; however, they should be sensitive that their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- **Limit contact with Commission members to questions of clarification.** It is inappropriate for a Councilmember to contact a Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Councilmembers to contact Commission members in order to clarify a position taken by the Commission.
- **Remember that Commissions serve the community, not individual Councilmembers.** The Mayor appoints, with City Council approval, individuals to serve on Commissions and it is the responsibility of Commissions to follow policy established by the Council. Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Commission appointment should not be used as a political "reward."
- **Be respectful of diverse opinions.** A primary role of Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Commissions, but must be fair and respectful of all citizens serving on Commissions.
- **Keep political support away from public forums.** Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

- **Inappropriate behavior can lead to removal.** Inappropriate behavior by a Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the Commission.

COUNCIL CONDUCT WITH THE MEDIA

Councilmembers are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go “off the record.”** Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- **The Mayor is the official spokesperson for the Council on City policy.** The Mayor is the designated representative of the Council to present and speak on the official City position. If the media contacts an individual Councilmember, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.
- **Choose words carefully and cautiously.** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

SANCTIONS

- **Public Disruption**
Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.
- **Inappropriate Staff Behavior**
Councilmembers should refer to the City Manager any City staff or to the City Attorney any City Attorney's staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.
- **Councilmembers' Behavior and Conduct**
City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Turlock or with inter-governmental agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics or Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If the Mayor takes no action, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Councilmembers, the alleged violation should be referred to the Mayor. The Mayor should ask the City Manager and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussion and counseling with the individual, recommending sanction to the full Council to consider in a public meeting, and forming a Council ad hoc subcommittee to review the allegation, the investigation and findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

PRINCIPALS OF PROPER CONDUCT

Proper conduct is . . .

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct is not . . .

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner
- Interrupting

It all comes down to respect . . .

Respect for one another as individuals

Respect for the validity of different opinions

Respect for the democratic process

Respect for the community that we serve

CHECKLIST FOR MONITORING CONDUCT

1. Will my decision/statement/action violate the trust, rights or good will of others?
2. What are my interior motives and the spirit behind my actions?
3. If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
4. How would my conduct be evaluated by people whose integrity and character I respect?
5. Even if my conduct is not illegal or unethical, is it done at someone else's expense? Will I destroy their trust in me? Will it harm their reputation?
6. Is my conduct fair? Just? Morally right?
7. If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
8. Does my conduct give others reason to trust or distrust me?
9. Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
10. Do I exhibit the same conduct in my private life as I do in my public life?
11. Can I take legitimate pride in the way I conduct myself and the example I set?
12. Do I listen and understand the views of others?
13. Do I question and confront different points of view in a constructive manner?
14. Do I work to resolve differences and come to mutual agreement?
15. Do I support others and show respect for their ideas?
16. Will my conduct cause public embarrassment to someone else?

GLOSSARY OF TERMS

Attitude	The manner in which one shows one's dispositions, opinions, and feelings
Behavior	External appearance or action; manner of behaving; carriage of oneself
Civility	Politeness, consideration, courtesy
Conduct	The way one acts; personal behavior
Courtesy	Politeness connected with kindness
Decorum	Suitable; proper; good taste in behavior
Manners	A way of acting; a style, method, or form; the way in which things are done
Point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
Point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow Councilmember considers offensive
Propriety	Conforming to acceptable standards of behavior
Protocol	The courtesies that are established as proper and correct
Respect	The act of noticing with attention; holding in esteem; courteous regard

COUNCIL TRAVEL AND EXPENSE

The City will pay actual and necessary expenses incurred by Councilmembers when on official duty on order of the City Council pursuant to the following guidelines:

A. Councilmembers' attendance at conferences and meetings.

Attendance at conferences and meetings can be both beneficial and cost effective to the City. For those Councilmembers who choose to participate, attendance would be viewed as an extension of official City responsibilities. Councilmembers may choose to attend a conference for one or more of the following reasons:

1. Voting Delegate. The City is usually requested to designate an official delegate from among the Council who will cast the City's vote and represent the City's position on business presented before the conference delegation.
2. Committee Membership. Councilmembers may choose to serve on local, state and national committees which provide the opportunity to represent state or City interests in key policy and legislative areas. Meetings are often held in conjunction with annual conferences, as a means of saving cost and encouraging wider attendance.
3. Education. Most conferences are workshops and seminars which are used to brief Councilmembers on key legislation, policies or programs impacting local government.
4. Advocacy. A conference environment offers Councilmembers the opportunity to articulate the City's position on key legislation and funding policies with key elected/appointed officials on both the state and federal levels.
5. Sharing of City's Expertise. Turlock is widely viewed as a model in local government management. Turlock Councilmembers may, on occasion, be invited to present papers or presentations to a conference or workshop with the goal of improving the efficiency and performance of local government in general.

B. Affiliations.

Each year the Council will assess the benefit of City membership in the following organizations which have traditionally been identified as providing support and service to local governments:

- The National League of Cities (NLC)
- U.S. Conference of Mayors (USCM)
- League of California Cities (LCC)
- Great Valley Center (GVC)

C. Conferences.

The following conferences and meetings are approved for inclusion by Councilmembers in the annual Council Travel Budget:

- Annual Meeting (NLC)
- Congressional Cities Conference (NLC)
- Annual Conference (USCM)
- Mid-Winter Meeting (USCM)
- Annual Conference (LCC)
- Annual Executive Forum (LCC)
- New Councilmembers Conference (LCC)
- Bi-Annual Legislative Conference (LCC)
- Planners Institute (LCC)
- General Conference (GVC)

Attendance at one-day workshops not requiring air travel and which meet any of the purposes cited in Section A above may be included in the travel budget.

Councilmembers traveling at City expense to conferences and committee meetings of National League of Cities, U. S. Conference of Mayor, the League of California Cities, and the Great Valley Center shall submit a written activity report to the entire Council. The written activity report shall be submitted at the same time the expense statement is submitted.

D. Budget.

The cost of the proposed travel must not exceed the fiscal year adopted budget. The annual appropriation for general travel shall be divided equally among the five members of the City Council. It is not always possible to anticipate all future plans of every organization or group. As such, the adopted travel budget can be amended during the fiscal year by approval of the City Council at a public meeting. The budget for Council travel should be reviewed at each two-year budget cycle.

E. Approval and Monitoring.

Specific Council authorization is not required for Councilmembers to attend conferences and meetings which fall under Section C of this policy, subject to the Councilmember's budget limitations. In addition, Councilmembers may attend conferences and meetings that meet one or more of the

following purposes, subject to individual budget limitations and prior Council approval to attend:

- Committee/board meetings of NLC and LCC
- Conferences that are of obvious benefit to the City
- Councilmember has been invited to present a City/State position
- Councilmember is lobbying on behalf of a City/State program
- Conferences that provide professional development for Councilmembers in carrying out official City responsibilities

Staff will work with each Councilmember to prepare an individual annual budget, based upon the Councilmember's travel plans relating to appointments to organizations and individual interests. This will be amended as necessary. The purpose of this budget is to provide a monitoring tool for each Councilmember's travel budget. This budget does not need Council approval, as it is subject to the overall guidelines of this policy. In the event that a Councilmember's travel budget, as amended, will result in the individual allocation being exceeded, the budget must go to Council for approval. As Councilmembers request authorization to attend any conference requiring Council approval above, the effect of that travel on the individual Councilmember's budget will be provided to Council at that time.

Each Councilmember will be provided with an update of his/her travel expenses compared to budget as expenses are paid. In addition, the City Manager (who authorizes payment of expenses) will receive current information on each Councilmember's expenditures in a timely manner.

F. Expense Reimbursed.

Expenses will be paid by the City for conferences, conventions, meetings, workshops, seminars, activities and the like in accordance with the City's Travel Policy and Procedures.

G. Reporting of Expenses.

1. Statements of expense shall be submitted to the City Manager on forms provided for such purpose. The statement shall show all expenses incurred which are chargeable to the City.
2. Documentation. Written receipts shall be required to show expenses incurred for air travel, lodging and rental vehicles. Written receipts shall not otherwise be required.
3. Statements of expenses for conferences, which include all expenses incurred, shall be submitted no later than 21 days after return from a conference or meeting, so that they can be forwarded to the City Manager no later than 30 days after return. Statements

of expenses incurred for local meetings or activities should be submitted within 30 days of the time such expense was incurred; provided, however, that statements of expense for local mileage should be submitted monthly. Statements submitted after the dates specified shall be received and claims based thereon be paid if in order.

4. The City Manager shall review and approve statements of expense for all Councilmembers.