

City Council Agenda



OCTOBER 11, 2016

6:00 p.m.

**City of Turlock Yosemite Room
156 S. Broadway, Turlock, California**



**Mayor
Gary Soiseth**

**City Manager
Gary R. Hampton
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton**

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

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

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

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

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

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

- 1. **A. CALL TO ORDER**
 - B. SALUTE TO THE FLAG**

- 2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. Proclamation: Manufacturing Awareness and Appreciation Month, accepted by Jennifer Carlson Shipman, Manufacturers Council of the Central Valley
 - B. Announcement: Stanislaus Council of Governments (StanCOG) Public Transit Hearings, presented by Development Services Director Mike Pitcock

- 3. **A. SPECIAL BRIEFINGS**
 - 1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriei Mostajo, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity (*Pitcock*)
3. Halloween Safety Tips (*Amirfar*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A. Resolution: Accepting Demands of 9/8/16 in the amount of \$888,472.92; Demands of 9/15/16 in the amount of \$851,293.42
- B. Motion: Accepting Minutes of Special Meeting of September 27, 2016; Minutes of Regular Meeting of September 27, 2016
- C.
 1. Motion: Accepting improvements for City Project No. 15-52 "Senior Center Ceiling Replacement" and authorizing the City Engineer to file a Notice of Completion
 2. Resolution: Appropriating \$2,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 "Capital Improvement" reserves for City Project No. 15-52 "Senior Center Ceiling Replacement" to complete the necessary funding required for this project
- D. Motion: Approving an Agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for participants in the annual Christmas Parade, to be held on Friday, December 2, 2016
- E. Motion: Authorizing the issuance of Request for Proposal (RFP) No. 16-380 for professional design services for the City of Turlock Component of the North Valley Regional Recycled Water Program
- F. Motion: Authorizing staff to participate in negotiations establishing the West Turlock Sub-basin Groundwater Sustainability Agency, with the City of Turlock's preference to participate as a voting board member subject to future City Council approval of the Joint Powers Authority agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency

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- G. Motion: Awarding RFP No. 16-370 and Contract No. 16-123 to Ray Morgan Co. of Modesto, for printer maintenance and management system for all LaserJet printers throughout City departments, in an annual amount not to exceed \$36,100.33 and a total amount of \$108,300.99 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-370 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
 - H. Motion: Awarding RFP No. 16-374 and Contract No. 16-127 to Protech Security & Electronics, Inc. of Merced, for security and fire alarm monitoring services for City buildings, in an annual amount not to exceed \$8,376 and a total amount of \$25,128 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-374 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
 - I. Motion: Approving five (5) Maintenance Agreements with Mo-Cal Office Solutions (as an authorized Kyocera company), for copier maintenance, based on a per copy cost and an annual base rate for a period of five (5) years
 - J. Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller SoftwareONE, Inc., Enterprise Enrollment Number 56449452 Early Commitment Amendment ID M325, for digital software, for a period of three (3) years in the amount of \$51,476.67 per year and a total amount of \$154,430.01 at the end of three (3) years, beginning February 1, 2017 through January 31, 2020, and an Enrolled Affiliate true up amount of \$7,266.99 for additional computers deployed since the last billing period
 - K. Motion: Rejecting Claim for Damages filed by Stephanie Martinez
 - L. Motion: Rejecting Claim for Damages filed by Heather Lanser
 - M. Motion: Rejecting Claim for Damages filed by Edwin Steven
 - N. Motion: Rejecting Claim for Damages filed by MP Nexlevel of California

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

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

8. **SCHEDULED MATTERS:**

- A. Request to accept the post event reports for the Central Valley Senior Showcase, Central Valley Brewfest, Turlock Horseman's Jr. Rodeo, Tournament of Champions, 2016 Budweiser Monster Truck Spring Nationals, and 48th Assyrian State Convention funded in part by the City of Turlock through the Community Events and Activities Grant Program; accept the post event report for the Bring the Ruckus Car Show funded in part by the City of Turlock through the Community Events and Activities Grant Program, request \$1,076.64 be returned to the City of Turlock for undocumented expenses, and suspend 2016-17 funding for the Bring the Ruckus Car Show event; and re-open the 2016-17 Community Events and Activities Grant Funding cycle for reallocation of suspended 2016-17 funds. (*Schulze*)

Recommended Action:

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

Resolution: Accepting the post event report for the Bring the Ruckus Car Show funded in part by the City of Turlock through the Community Events and Activities Grant Program, requesting \$1,076.64 be returned to the City of Turlock for undocumented expenses, and suspending 2016-17 funding for the Bring the Ruckus Car Show event

Resolution: Re-opening the 2016-17 Community Events and Activities Grant Funding cycle for reallocation of suspended 2016-17 funds

- B. Request to determine City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$71,530 (Fund 217), with George Reed, Inc. of Modesto, California, for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing"; and appropriate \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project. (Bray)

Recommended Action:

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

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

Resolution: Appropriating \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project

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

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

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

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

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019 and will be brought back to the City Council no earlier than November 15, 2016, unless otherwise specified by the Mayor or a majority of the Council.

11. COUNCIL COMMENTS

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

12. CLOSED SESSION

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)

"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

B. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8

"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."

Property: 1101 Fulkerth Road, Turlock, CA (APN No. 071-014-004)

Agency Negotiator: Gary R. Hampton

Negotiating Parties: Vicente Fuentes and Jackie Fuentes

Under Negotiation: Price

C. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)

"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."

Title: City Manager

13. ADJOURNMENT

IN RECOGNITION OF
MANUFACTURING AWARENESS AND APPRECIATION MONTH
OCTOBER 2016

WHEREAS, Manufacturing Awareness and Appreciation Month is celebrated nationally during the month of October to showcase manufacturers and increase awareness of manufacturing careers; and

WHEREAS, manufacturing jobs are critical to the economy and provide living wages with long-term career opportunities; and

WHEREAS, the manufacturing sector includes food processing, milk processing, beverage manufacturing, nut processing, paper products, food packaging, plastic products, and steel products; and

WHEREAS, increasing awareness among students, parents, and the community of local manufacturing careers is essential for all to gain knowledge and encourage manufacturing pathways; and

WHEREAS, coordinated and aligned efforts of public, private, and non-profit organizations is needed to collectively address the challenges of the skilled labor shortage; and

WHEREAS, by working together with manufacturers, the educational system, Workforce Investment Board, Economic Development Corporation, Chamber of Commerce, and other public and private organizations, the skilled labor shortage for short-term can be solved and long-term solutions can be developed; and

WHEREAS, showcasing the regional commitment to manufacturing in the San Joaquin Valley will encourage local expansion and attraction from other markets.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim October 2016 as "**MANUFACTURING AWARENESS AND APPRECIATION MONTH**" and encourage our communities and manufacturers to work collaboratively with the Manufacturers Council of the Central Valley in creating a world class Career Technical Education Ecosystem to support and grow the manufacturing sector.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 11th day of October, 2016.

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

PUBLIC TRANSIT HEARINGS

**Does public transit meet your needs?
Share your transit ideas with us at a public
hearing listed below!**

WEDNESDAY, OCTOBER 19, 2016

6:00PM

StanCOG Policy Board
1111 I Street, Suite 308
Modesto, CA, 95354

THURSDAY, NOVEMBER 10, 2016

6:00PM-7:00 PM

Gene Bianchi Community Center
110 S. 2nd Avenue
Oakdale, CA, 95361

WEDNESDAY, JANUARY 11, 2017

6:00PM-7:00PM

Hammon Senior Center
1033 W. Las Palmas
Patterson, CA, 95363

Spanish translation services will be provided

Submit comments/questions to:

Stephen Hanamaikai, Associate Planner
shanamaikai@stancog.org
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4646



StanCOG
Stanislaus Council of Governments

www.StanCOG.org/Unmet-Transit-Needs.shtm

AUDIENCIAS AL PÚBLICAS DE TRANSPORTE PÚBLICO

¿Cubrimos sus necesidades de transporte?

¡Comparta sus ideas de transporte público con nosotros en una de nuestras audencias públicas! Las audiencias públicas se enumeran a continuación.

MIÉRCOLES, OCTUBRE DE 19 DEL 2016

6:00PM

Reunión del Comité de Políticas Salón de Directorio del StanCOG
1111 I Street, Suite 308
Modesto, CA, 95354

JUEVES, NOVIEMBRE DE 10 DEL 2016

6PM-7PM

Centro Comunitario Gene Bianchi
110 S. 2nd Avenue
Oakdale, CA, 95361

MIÉRCOLES, ENERO DE 11 DEL 2017

6PM-7PM

Centro para Tercera Edad Hammon
1033 W. Las Palmas
Patterson, CA, 95363

Se ofrecerá servicio de traducción al español

Háganos llegar sus comentarios/preguntas a:

Stephen Hanamaikai, Associate Planner
shanamaikai@stancog.org
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4646



StanCOG
Stanislaus Council of Governments

www.StanCOG.org/Unmet-Transit-Needs.shtm

4B,

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

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

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382

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

MARIA SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

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

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

RECEIVED

SEP 20 2016

Office of the
City Clerk

4B₂

JUL 12 2016

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

RECEIVED
4B3

JUL 18 2016

Office of the
City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

RECEIVED 4B_y

July 26, 2016

JUL 18 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

Office of the
City Clerk

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

4B5
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JUL 12 2016

Office of the
City Clerk

Associated Feed
California Poultry Association
Dean Doerksen
George Petrulakis
Hall Equities
JKB Living
John Ferrari
Mark and Dana Kirkes
Michael and Kristy Frantz
Michael and Deborah Ireland
Michael McNulty
Pacific Gas and Electric
Peter and Maia Cipponerri
Prospector, LLC
Toscana's Ristorante

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

Gary Soiseth
Mayor
City of Turlock, California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

5A

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 09/08/16 IN THE }
AMOUNT OF \$888,472.92; }
WEEKLY DEMANDS OF 09/15/16 IN THE }
AMOUNT OF \$851,293.42 }
_____ }

RESOLUTION NO. 2016-

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

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

Demands of:	In the Amount of:
09/08/16	\$888,472.92
09/15/16	\$851,293.42

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

OK for Agenda
Jim A. [Signature]

Payment Register



From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108457	09/02/2016	Open			Miscellaneous Billing Refund	CONTAINER MANAGEMENT INC	\$463.32		
					Customer Number	1071 09/02/2016			
					Cash Account	Overpayment Adjustment			
					998.11000 (Cash)		\$463.32		
108458	09/02/2016	Open			Miscellaneous Billing Refund	FLOOR LINC	\$295.14		
					Customer Number	2329 09/02/2016			
					Cash Account	Overpayment Adjustment			
					998.11000 (Cash)		\$295.14		
108459	09/02/2016	Open			Miscellaneous Billing Refund	GONZALEZ, JUAN	\$259.05		
					Customer Number	2640 09/02/2016			
					Cash Account	Overpayment Adjustment			
					998.11000 (Cash)		\$259.05		
108460	09/02/2016	Open			Miscellaneous Billing Refund	MIRACLE DEVELOPMENT	\$201.69		
					Customer Number	2070 09/02/2016			
					Cash Account	Overpayment Adjustment			
					998.11000 (Cash)		\$201.69		
108461	09/02/2016	Open			Miscellaneous Billing Refund	TMW ASSOCIATES INC	\$134.50		
					Customer Number	2196 09/02/2016			
					Cash Account	Overpayment Adjustment			
					998.11000 (Cash)		\$134.50		
108462	09/06/2016	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
					Invoice				
					8/31/16 PAYROLL	8/31/16 PAYROLL-FARIA, B	\$142.00		
					Paying Fund	Cash Account			
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$142.00		

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Payment Register

From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Invoice	Date	Description	Accounts Payable	SUPPORT PAYMENT CLEARING	Amount
108463	09/06/2016	Open			\$439.13
	8/31/16	PAYROLL	8/31/16 PAYROLL - BECCHETTI, P		\$439.13
		Paying Fund	Cash Account		Amount
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$439.13
108464	09/07/2016	Open	Utility Management Refund	BALLINGER, CASEY	\$371.12
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	183679-009	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		420 - WATER	Cash Account		\$371.12
		420.11000 (Cash)			
108465	09/07/2016	Open	Utility Management Refund	CASTLE ASSETS LLC	\$113.95
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	156795-004	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		420 - WATER	Cash Account		\$113.95
		420.11000 (Cash)			
108466	09/07/2016	Open	Utility Management Refund	DOMINGO, CHRISTYLEE	\$99.92
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	003850-003	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		420 - WATER	Cash Account		\$99.92
		420.11000 (Cash)			
108467	09/07/2016	Open	Utility Management Refund	KAUR, SARBJIT	\$249.94
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	788635-002	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		420 - WATER	Cash Account		\$249.94
		420.11000 (Cash)			
108468	09/07/2016	Open	Utility Management Refund	KISNER, DALE	\$25.00
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	721026-005	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		110 - General Fund	Cash Account		\$25.00
		110.11000 (Cash)			
108469	09/07/2016	Open	Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$71.97
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family Res Metered	233544-006	09/07/2016	Refund
		Paying Fund	MOVE-OUT CREDIT		Amount
		110 - General Fund	Cash Account		\$71.97
		110.11000 (Cash)			

Payment Register

From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Paying Fund	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
420 - WATER	Open		Cash Account			\$71.97
108470	09/07/2016		Utility Management Refund	MATEL PROPERTY MANAGEMENT		\$90.12
	Single Family Res Metered	235008-004	MOVE-OUT CREDIT	09/07/2016	Refund	
	Paying Fund		Cash Account			\$90.12
	420 - WATER		Cash Account			\$90.12
108471	09/07/2016		Utility Management Refund	ROOTLIEB, THOMAS		\$41.46
	Single Family Res Metered	827967-001	MOVE-OUT CREDIT	09/07/2016	Refund	
	Paying Fund		Cash Account			\$41.46
	420 - WATER		Cash Account			\$41.46
108472	09/07/2016		Utility Management Refund	SCHIRO, TRACI		\$311.00
	Single Family Res Metered	210897-004	EXCEL CREDIT - PG&E	09/07/2016	Refund	
	Paying Fund		Cash Account			\$311.00
	420 - WATER		Cash Account			\$311.00
108473	09/07/2016		Utility Management Refund	SCHOPP, ANNETTE		\$98.12
	Single Family Res Metered	745855-002	MOVE-OUT CREDIT	09/07/2016	Refund	
	Paying Fund		Cash Account			\$98.12
	420 - WATER		Cash Account			\$98.12
108474	09/07/2016		Utility Management Refund	VASHISHT, ASHWINI		\$174.27
	Single Family Res Metered	813753-002	MOVE-OUT CREDIT	09/07/2016	Refund	
	Paying Fund		Cash Account			\$174.27
	420 - WATER		Cash Account			\$174.27
108475	09/07/2016		Utility Management Refund	YBARRA, VALERIE		\$236.27
	Single Family Res Metered	849944-006	MOVE-OUT CREDIT	09/07/2016	Refund	
	Paying Fund		Cash Account			\$236.27
	420 - WATER		Cash Account			\$236.27
108476	09/07/2016		Utility Management Refund	ZAMORA, MARTIN		\$164.44

Payment Register

From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	474053-002	MOVE-OUT CREDIT Cash Account	09/07/2016	Refund	\$164.44
420 - WATER		420.11000 (Cash)			
108477	09/08/2016	Open Invoice			\$114.45
		Accounts Payable	A-Z BUS SALES INC		
02P416469	09/01/2016	ENTRY FLOOD LIGHT FOR BUS Cash Account			\$114.45
425 - Transit - Dial-A-Ride		425.11000 (Cash)			\$114.45
108478	09/08/2016	Open Invoice			\$28.99
		Accounts Payable	AMERICAN MESSAGING		
R1061851QI	09/06/2016	Acct #R1-061851 - Police Department Cash Account			\$28.99
110 - General Fund		110.11000 (Cash)			\$28.99
108479	09/08/2016	Open Invoice			\$10.87
		Accounts Payable	AMERICAN MESSAGING		
R1061876QI	09/06/2016	Acct #R1-061876 - Fire Department Cash Account			\$10.87
110 - General Fund		110.11000 (Cash)			\$10.87
108480	09/08/2016	Open Invoice			\$225.00
		Accounts Payable	ASSOC RIGHT OF WAY SERV		
00000014444	08/26/2016	SR16-02, 13-65 INTERS IMPROV AT N OLIVE AND WAYSIDE Cash Account			\$225.00
215 - Streets - Grant Funded Projects		215.11000 (Cash)			\$225.00
108481	09/08/2016	Open Invoice			\$2,819.78
		Accounts Payable	AZCO SUPPLY INC		
197003	09/01/2016	Street light poles Cash Account			\$2,819.78
246 - Landscape Assessment		246.11000 (Cash)			\$2,819.78
108482	09/08/2016	Open Invoice			\$113,309.50
		Accounts Payable	BIGLER CONSTRUCTION		
15-52 CASHIER CK	08/26/2016	CASHIERS CHECK IN LIEU OF BONDS FOR CP15- 52			\$76,820.00
P#15-52 PP1	08/31/2016	15-52 SENIOR CENTER CEILING REPLACEMENT Cash Account			\$36,489.50
110 - General Fund		110.11000 (Cash)			\$76,820.00

Payment Register

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301.11000 (Cash) \$36,489.50

\$3,420.00

CARNEGIE ARTS CENTER FOUNDATION

Accounts Payable

Open

09/08/2016

108483

Invoice	Date	Description	Amount
COT9.2016	09/06/2016	Fall Dance Class Invoice	\$3,420.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$3,420.00

\$1,852.24

CENTRAL VALLEY CONCRETE

Accounts Payable

Open

09/08/2016

108484

Invoice	Date	Description	Amount
32037	06/30/2016	CONCRETE FOR SHOOTING RANGE - 2ND 10 YARDS	\$882.53
37812	09/06/2016	CONCRETE FOR SKATE PARK	\$247.54
37907	09/06/2016	CONCRETE FOR SKATE PARK	\$722.17
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$882.53
228 - Park Development Tax		228.11000 (Cash)	\$969.71

\$317.00

CHAMPION INDUSTRIAL

Accounts Payable

Open

09/08/2016

108485

Invoice	Date	Description	Amount
52398	09/06/2016	Preventative Maintenance & Filter Change-out - June 2016	\$317.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$65.00
501 - Information Technology		501.11000 (Cash)	\$252.00

\$261.25

CITY OF TURLOCK - CASH

Accounts Payable

Open

09/08/2016

108486

Invoice	Date	Description	Amount
9-2-16 REPLN	09/02/2016	FIN AR- REPLENISH PETTY CASH 9/2/16	\$261.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$165.44
228 - Park Development Tax		228.11000 (Cash)	\$5.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$14.75
420 - WATER		420.11000 (Cash)	\$61.06
502 - Engineering		502.11000 (Cash)	\$15.00

\$100.00

CITY OF TURLOCK - CASH

Accounts Payable

Open

09/08/2016

108487

Invoice	Date	Description	Amount
PC-Muni Serv	09/07/2016	Increase Petty Cash for add'l reimb of safety bucks	\$100.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$100.00

\$155.00

CMTA

Accounts Payable

Open

09/08/2016

108488

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Invoice	Date	Description	Amount
2016-227	09/06/2016	Agency Membership Dues 7/1/16-6/30/17	\$155.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$155.00
108489	09/08/2016	Open	\$4,494.42
Invoice		Accounts Payable	COKER PUMP & EQUIP CO INC
0056630	09/01/2016	Close coupled motor/pump	\$4,494.42
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$4,494.42
108490	09/08/2016	Open	\$52,026.34
Invoice		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS
8/30 CK Run	09/06/2016	8/30/16 Check Run FY 16/17	\$44,733.74
8/30/16 Ck Run	06/30/2016	8/30/16 Check Run FY 15/16	\$7,292.60
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$52,026.34
108491	09/08/2016	Open	\$1,051.42
Invoice		Accounts Payable	COSTCO
8/26/16 x 8926	09/06/2016	Stmt 8/26/16 - Multi-Dept Charges	\$1,051.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,051.42
108492	09/08/2016	Open	\$123.53
Invoice		Accounts Payable	COUNTRY FORD TRUCKS INC
5024160	09/01/2016	AD09-0446 WINDSHIELD WASHER JET HOSE	\$5.49
5024159	09/01/2016	DAR09-1035 COOLING BLOWER MOTOR	\$74.77
5024146	09/01/2016	AD09-0446 WEATHERSTRIP	\$43.27
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	\$48.76
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$74.77
108493	09/08/2016	Open	\$4,184.50
Invoice		Accounts Payable	DOWNNEY BRAND ATTORNEYS
499403	09/01/2016	JULY 2016 SERVICES FOR SECTION 1485 APPLICATION	\$1,285.00
499400	09/01/2016	JULY 2016 SERVICES FOR NVRWP	\$2,899.50
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$4,184.50
108494	09/08/2016	Open	\$934.21
Invoice		Accounts Payable	FASTENAL COMPANY INC

Payment Register

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Invoice	Date	Description	Amount
CATUR125352	09/01/2016	TOOLS FOR TRUCK #688	\$102.56
CATUR125203	09/01/2016	HIGH RISK GLOVES	\$117.10
CATUR125189	09/01/2016	WATER DEVICE SUPPORT STANDS	\$60.99
CATUR125087	09/01/2016	GLOVES HIGH RISK	\$351.29
CATUR125065	09/01/2016	STRAW HATS	\$201.15
CATUR118063	06/23/2016	SS PLATE FOR WQC	\$101.12
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$873.22
420 - WATER		420.11000 (Cash)	\$60.99
108495	09/08/2016	Accounts Payable	\$149.85
Invoice		GARTON TRACTOR INC	
CT79614	09/01/2016	SC03-9014, SPRING/BEARING/PARTS, DOUBLE LIP	\$149.85
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$149.85
108496	09/08/2016	Accounts Payable	\$2,038.96
Invoice		GCR TIRES & SERVICE	
858-24136	09/01/2016	WT04-694	\$481.02
858-24137	09/01/2016	POL15-1136	\$269.16
858-24138	09/01/2016	POL08-1285	\$460.66
858-24154	09/01/2016	WT00-500	\$347.10
858-24135	09/01/2016	PED03-946	\$481.02
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$729.82
205 - Sports Facilities		205.11000 (Cash)	\$481.02
420 - WATER		420.11000 (Cash)	\$828.12
108497	09/08/2016	Accounts Payable	\$382.57
Invoice		GRAINGER INC, W W	
9186723929	09/01/2016	OFFICE TRAYS FOR ROB	\$71.23
9198422819	09/01/2016	BELTS FOR SUPPLY FANS AND OIL PADS	\$311.34
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$382.57
108498	09/08/2016	Accounts Payable	\$753.99
Invoice		HILMAR LUMBER INC	
143772	09/01/2016	MATERIALS FOR #2 FILL STATION	\$499.61
144005	09/01/2016	HILMAR LUMBER - FOR PLUMBING SUPPLIES	\$254.38
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$753.99
108499	09/08/2016	Accounts Payable	\$199.11
Invoice		HILMAR READY MIX	

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Invoice	Date	Description	Amount
7379	09/01/2016	481 MANZANITA WY SEWER	\$75.34
7388	09/01/2016	1507 COUNTRY LN SEWER LATERAL	\$123.77
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$199.11
108500	09/08/2016	Open	\$3,618.95
Invoice		Accounts Payable	HOLT OF CALIFORNIA INC
SW030071776	06/30/2016	SERVICE FOR ATS REPAIR AT PSF	\$3,618.95
Paying Fund		Cash Account	Amount
240 - Small Equipment Replacement		240.11000 (Cash)	\$3,618.95
108501	09/08/2016	Open	\$484.31
Invoice		Accounts Payable	HSQ INC
117183	09/01/2016	DS10 POWER SUPPLY	\$484.31
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$484.31
108502	09/08/2016	Open	\$100.18
Invoice		Accounts Payable	HUB INTL OF CA INS SVC
AUGUST 2016	09/06/2016	LIABILITY INSURANCE FOR FACILITIES	\$100.18
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$100.18
108503	09/08/2016	Open	\$365.93
Invoice		Accounts Payable	J A MOMANEY SERVICES INC
81245	09/01/2016	12" RED & GREEN LED SIGNAL BULBS	\$365.93
Paying Fund		Cash Account	Amount
216 - Streets - Local Transportation		216.11000 (Cash)	\$365.93
108504	09/08/2016	Open	\$117,449.00
Invoice		Accounts Payable	KEENAN & ASSOCIATES
192710	09/01/2016	Self-insured Workers' compensation Program	\$22,800.00
190102	09/01/2016	Premium-Excess Workers' Comp.	\$94,649.00
Paying Fund		Cash Account	Amount
510 - Workers Compensation Ins		510.11000 (Cash)	\$117,449.00
108505	09/08/2016	Open	\$406.00
Invoice		Accounts Payable	MADRUGA BROS ENT INC
25674	09/06/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	\$98.00
25692	09/06/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	\$101.50
25726	09/06/2016	MADRUGA CAR WASH - 29 POLICE VEHICLES	\$101.50
25693	09/06/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	\$105.00

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Paying Fund	Invoice	Date	Description	Accounts Payable	MAZE & ASSOCIATES	Amount
110 - General Fund			Cash Account			
405 - Building			110.11000 (Cash)			\$325.50
410 - WATER QUALITY CONTROL (WQC)			405.11000 (Cash)			\$10.50
420 - WATER			410.11000 (Cash)			\$31.50
502 - Engineering			420.11000 (Cash)			\$31.50
			502.11000 (Cash)			\$7.00
108506	09/08/2016	Open		Accounts Payable		\$21,100.00
	Invoice					
	20423	09/06/2016	Annual Audit Services for 2015-16 FS (July 2016 work)			\$21,100.00
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$21,100.00
108507	09/08/2016	Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$2,253.62
	Invoice					
	AR244923	09/06/2016	PD RECORDS - 7/01/16-7/31/16 (Kyocera/KM-4050)			\$271.54
	AR244984	09/06/2016	MS ADMIN - 7/01/16-7/31/16 (Kyocera/Taskalfa 3051Cl)			\$233.96
	AR245017	09/06/2016	HR - 7/01/16-7/31/16 (Kyocera/Taskalfa 3500I)			\$71.12
	AR245525	09/06/2016	ENGINEERING - 5/01/16-5/31/16 (Kyocera/KM-4050)			\$48.18
	AR245570	09/06/2016	FINANCE A/P - 7/01/16-7/31/16 (Kyocera/Taskalfa 3500I)			\$145.82
	AR246339	09/06/2016	ENGINEERING - 6/01/16-6/30/16 (Kyocera/KM-4050)			\$46.68
	AR246592	09/06/2016	ENGINEERING - 7/01/16-7/31/16 (Kyocera/KM-4050)			\$88.90
	AR246752	09/06/2016	PD ADMIN - 8/01/16-8/31/16 (Kyocera/Taskalfa 3500I)			\$36.40
	AR246753	09/06/2016	RECREATION - 8/01/16-8/31/16 (Kyocera/Taskalfa 4500I)			\$287.94
	AR246754	09/06/2016	PLANNING - 8/01/16-8/31/16 (Kyocera/Taskalfa 4500I)			\$100.35
	AR246755 A	09/06/2016	FINANCE A/P - 6/01/16-6/30/16 (Kyocera/KM-3050) (FY1516)			\$136.61
	AR246755 B	09/06/2016	FINANCE A/P - 7/01/16-8/31/16 (Kyocera/KM-3050) (FY1617)			\$273.22
	AR246836 A	09/06/2016	ADMIN - 6/01/16-6/30/16 (Kyocera/KM-4050) (FY1516)			\$153.81
	AR246836 B	09/06/2016	ADMIN - 7/01/16-8/31/16 (Kyocera/KM-4050) (FY1617)			\$307.63
	AR246837	09/06/2016	HR - 8/01/16-8/31/16 (Kyocera/Taskalfa 3500I)			\$51.46
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)			\$1,465.47
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$302.20
	420 - WATER		420.11000 (Cash)			\$302.19
	502 - Engineering		502.11000 (Cash)			\$183.76
108508	09/08/2016	Open		Accounts Payable	MUNISERVICES LLC	\$625.00
	Invoice					
	42448	09/06/2016	STARS Services for 1st Quarter 2016 Reports			\$625.00

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Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund			Cash Account		\$625.00
			110.11000 (Cash)		
108509	09/08/2016	Open	NAPA AUTO PARTS		\$131.13
	Invoice				Amount
	666369	09/01/2016	WT04-694 DISC BRAKE PADS		\$37.09
	666471	09/01/2016	PED03-946 DISC BRAKE PADS		\$68.00
	666589	09/01/2016	POL11-1116 CAPSULE		\$3.20
	666996	09/01/2016	ST01-7021 CLAMP		\$22.84
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$3.20
	205 - Sports Facilities		205.11000 (Cash)		\$68.00
	217 - Streets - Gas Tax		217.11000 (Cash)		\$22.84
	420 - WATER		420.11000 (Cash)		\$37.09
108510	09/08/2016	Open	NBS GOVERNMENT FINANCE GROUP		\$560.00
	Invoice				Amount
	81600137	08/26/2016	16-28 COST RECOVERY BASED ENGINEERING FEES STUDY		\$560.00
	Paying Fund		Cash Account		Amount
	502 - Engineering		502.11000 (Cash)		\$560.00
108511	09/08/2016	Open	NESTLE WATERS NORTH AMERICA		\$1,059.30
	Invoice				Amount
	06H0033258518	09/01/2016	JULY 2016 WATER RESOURCE BLDG		\$52.21
	06H0033309543	09/01/2016	JULY 2016 PUBLIC FACILITY BLDG		\$252.34
	06H0033242330	09/01/2016	JULY 2016 FLEET MAINT BLDG		\$64.26
	06H0033242397	09/01/2016	JULY 2016 ELECTRICAL MAINT BLDG		\$127.02
	06H0033242389	09/01/2016	JULY 2016 WQC BLDG		\$282.26
	06H0033242363	09/01/2016	JULY 2016 UTILITIES BLDG		\$281.21
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$126.17
	246 - Landscape Assessment		246.11000 (Cash)		\$126.17
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$806.96
108512	09/08/2016	Open	NEW FLYER INDUSTRIES CANADA ULC		\$887.64
	Invoice				Amount
	81028692	09/01/2016	BLT10-1037 RAMP ACTUATOR		\$887.64
	Paying Fund		Cash Account		Amount
	426 - Transit - Fixed Route		426.11000 (Cash)		\$887.64
108513	09/08/2016	Open	NEXT LEVEL PARTS INC		\$1,360.33
	Invoice				Amount
	81028692	09/01/2016	BLT10-1037 RAMP ACTUATOR		\$887.64
	Paying Fund		Cash Account		Amount
	426 - Transit - Fixed Route		426.11000 (Cash)		\$887.64

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Invoice	Date	Description	Amount
8577-213618	09/01/2016	OJK08-1284 AIR FILTER	\$3.28
8577-213816	09/01/2016	AD06-0419 PLSTCBACKD MI	\$36.51
8577-213967	09/01/2016	PK14-4418 NEW STARTER	\$204.49
8577-213980	09/01/2016	PK04-4249 BRAKE ROTOR	\$77.21
8577-213983	09/01/2016	EL05-611 OIL FILTER, LUBE	\$23.34
8577-213993	09/01/2016	EL05-611 OIL FILTER CREDIT	(\$13.74)
8577-214277	09/01/2016	OP95-667 HYD FILTERS	\$113.39
8577-214295	09/01/2016	AD06-0419 REMAN ALTERNATOR	\$128.71
8577-214326	09/01/2016	BISCUITS FOR TIRES	\$48.43
8577-214725	09/01/2016	POL08-1285 POLY RIB BELTS	\$24.14
8577-214777	09/01/2016	BATTERY FARM TRUCK	\$112.76
8577-214897	09/01/2016	POL06-1238 BRAKE ROTOR	\$91.33
8577-216756	09/01/2016	POL11-1115 FUEL FILTER	\$3.95
8577-216976	09/01/2016	PK00-4412 BELT TENSIONER	\$45.74
8577-217398	09/01/2016	WT04-694 BRAKE ROTOR	\$77.21
8577-217568	09/01/2016	PED03-946 BRAKE ROTOR	\$77.21
8577-217680	09/01/2016	CL91-802 COUPLER	\$17.23
8577-217763	09/01/2016	BRAKE ROTOR	\$38.61
8577-217807	09/01/2016	ST98-7121 BRAKE ROTOR	\$82.81
8577-217868	09/01/2016	CREDIT FOR BRAKE ROTOR	(\$38.61)
8577-217984	09/01/2016	PED03-946 BRAKE MSTR CYLINDER	\$65.75
8577-218453	09/01/2016	PED03-946 BRAKE ROTOR	\$140.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$458.94
205 - Sports Facilities		205.11000 (Cash)	\$292.34
217 - Streets - Gas Tax		217.11000 (Cash)	\$87.21
246 - Landscape Assessment		246.11000 (Cash)	\$169.62
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$266.19
420 - WATER		420.11000 (Cash)	\$81.62
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$4.41
108514	09/08/2016	Open	\$10,147.90
		Accounts Payable	
		NORTH AMERICAN YOUTH	
		ACTIVITIES LLC, KIDZ LOVE	
		SOCCER	
Invoice		Description	Amount
2016SP-F65	06/30/2016	Spring 2016-Class Invoice	\$10,147.90
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$10,147.90
108515	09/08/2016	Open	\$26.32
		Accounts Payable	
		P G & E	
Invoice		Description	Amount
Columbia -9/1/16	09/06/2016	6180280303-3 / 600 Columbia St	\$8.11
595High - 9/1/16	09/06/2016	0221941093-9 / 595 High St	\$8.11

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Invoice	Date	Description	Accounts Payable	Amount
108516	09/08/2016	Open	PACE SUPPLY CORPORATION	\$5,858.61
R.Boesch -9/1/16	09/06/2016			\$10.10
Paying Fund	4388605407-1 / 275 N Orange			Amount
110 - General Fund	Cash Account			\$26.32
	110.11000 (Cash)			
053434540	09/01/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS		\$510.14
053409588	09/01/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS		\$5,176.27
053425162	09/01/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS		\$172.20
Paying Fund	Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$172.20
420 - WATER	420.11000 (Cash)			\$5,686.41
108517	09/08/2016	Open	PHILIP S. TROMPETTER, PH.D., ABPP	\$1,177.75
Invoice	Date	Description		Amount
Invoice 8.29.16	09/06/2016	Fitness for Duty Examination AI 16.01		\$1,177.75
Paying Fund	Cash Account			Amount
217 - Streets - Gas Tax	217.11000 (Cash)			\$1,177.75
108518	09/08/2016	Open	PRIME SHINE INC	\$133.00
Invoice	Date	Description		Amount
SI-00621	09/06/2016	AUG 2016 - CAR WASHES FOR 38 VEHICLES		\$133.00
Paying Fund	Cash Account			Amount
110 - General Fund	110.11000 (Cash)			\$122.50
405 - Building	405.11000 (Cash)			\$3.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3.50
502 - Engineering	502.11000 (Cash)			\$3.50
108519	09/08/2016	Open	SHELL FLEET PLUS	\$278.48
Invoice	Date	Description		Amount
079180105608	09/06/2016	Shell Fuel - Statement 8/19/16		\$278.48
Paying Fund	Cash Account			Amount
110 - General Fund	110.11000 (Cash)			\$278.48
108520	09/08/2016	Open	SHORE CHEMICAL COMPANY	\$238.30
Invoice	Date	Description		Amount
46363	09/01/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%		\$180.40
46397	09/01/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%		\$130.40
CM46445	09/01/2016	CREDIT MEMO POLY DRUM RETURN		(\$72.50)
Paying Fund	Cash Account			Amount
420 - WATER	420.11000 (Cash)			\$238.30

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Invoice	Date	Description	Accounts Payable	Amount
108521	09/08/2016	Open		
14-26B-FINAL	06/30/2016	14-26B COUNCIL CHAMBERS UPGRADE	SIMILE CONSTRUCTION SERVICES, INC	\$28,479.76
Paying Fund		Cash Account		\$28,479.76
240 - Small Equipment Replacement		240.11000 (Cash)		\$28,479.76
108522	09/08/2016	Open		
Invoice		Description	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	\$22,288.23
P# 15-43 PP4	08/26/2016	15-43 MONTANA NEIGHBORHOOD PARK		\$22,288.23
Paying Fund		Cash Account		\$22,288.23
269 - Parks & Public Facilities Grants		269.11000 (Cash)		\$22,288.23
108523	09/08/2016	Open		
Invoice		Description	SITEONE LANDSCAPE SUPPLY HOLDING LLC	\$518.71
77171005	09/06/2016	IRRIGATION PARTS FOR ASSESSMENTS		\$518.71
Paying Fund		Cash Account		\$518.71
246 - Landscape Assessment		246.11000 (Cash)		\$518.71
108524	09/08/2016	Open		
Invoice		Description	STANISLAUS COUNCIL OF GOV	\$69,705.00
2015-16 Exp Plan	09/06/2016	City's contribution for Expenditure Plan		\$69,705.00
Paying Fund		Cash Account		\$69,705.00
217 - Streets - Gas Tax		217.11000 (Cash)		\$69,705.00
108525	09/08/2016	Open		
Invoice		Description	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$10,282.94
01125315	06/30/2016	PARTIAL ORDER OF COMMAND VEHICLE PARTS		\$10,282.94
Paying Fund		Cash Account		\$10,282.94
506 - Vehicle/Equipment Replacement		506.11000 (Cash)		\$10,282.94
108526	09/08/2016	Open		
Invoice		Description	SWRCB ACCOUNTING OFFICE	\$180.00
OP #34014	08/25/2016	LARRY GILLEY D2 RENEWAL		\$60.00
OP #13021	08/25/2016	MICHELLE FORD T3 RENEWAL		\$120.00
Paying Fund		Cash Account		\$180.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$180.00
108527	09/08/2016	Open		
Invoice		Description	T I D	\$277,318.87
Stmt 8/31/16	09/06/2016	000208-000000-0167 (Well Pump Stations)		\$115,608.91

Payment Register

From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Stmt:	Date	Description	Amount
09/06/2016	09/06/2016	000208-000000-0168 (Sewer Pump Stations)	\$4,113.96
09/06/2016	09/06/2016	000208-000000-0169 (Storm Pump Stations)	\$3,500.62
09/06/2016	09/06/2016	000208-022041-0003/ 244 N Broadway (PSF)	\$19,611.56
PO 218 - 9/08/16	09/06/2016	Multiple COT Accounts paid on PO 218	\$7,800.05
09/06/2016	09/06/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)	\$126,683.77
Paying Fund			
110 - General Fund		Cash Account	Amount
216 - Streets - Local Transportation		110.11000 (Cash)	\$23,385.61
410 - WATER QUALITY CONTROL (WQC)		216.11000 (Cash)	\$1,759.51
420 - WATER		410.11000 (Cash)	\$134,298.35
426 - Transit - Fixed Route		420.11000 (Cash)	\$115,608.91
505 - Fleet		426.11000 (Cash)	\$418.11
		505.11000 (Cash)	\$1,848.38
108528	09/08/2016	Open	
Invoice		Accounts Payable	TG HYDRAULICS
40912	09/01/2016	Description	Amount
40915	09/01/2016	MINPT FITTING, WIRE HOSE	\$82.66
40930	09/01/2016	ADAPTER	\$8.76
Paying Fund		WIRE HOSE, FITTING, PLASTIC SPIRAL WRAP	\$185.07
217 - Streets - Gas Tax		Cash Account	Amount
420 - WATER		217.11000 (Cash)	\$185.07
		420.11000 (Cash)	\$91.42
108529	09/08/2016	Open	
Invoice		Accounts Payable	THE LIGHTHOUSE
0270960	06/30/2016	Description	Amount
Paying Fund		1989 - THE LIGHTHOUSE 4486 LIGHT BAR	\$1,228.00
110 - General Fund		Cash Account	Amount
		110.11000 (Cash)	\$1,228.00
108530	09/08/2016	Open	
Invoice		Accounts Payable	TURLOCK UMPIRE GROUP
8/15/16	09/06/2016	Description	Amount
Paying Fund		August 2016 Invoice	\$2,438.00
110 - General Fund		Cash Account	Amount
		110.11000 (Cash)	\$2,438.00
108531	09/08/2016	Open	
Invoice		Accounts Payable	UNIVAR USA INC
SJ761364	09/01/2016	Description	Amount
SJ761671	09/01/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$4,119.73
SJ765684	09/01/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$3,923.56
SJ765968	09/01/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$4,031.61
		UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$4,078.19

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Paying Fund	Date	Description	Account	Amount
410 - WATER QUALITY CONTROL (WQC)			Cash Account	\$16,153.09
09/08/2016 Invoice	09/06/2016	UTILITY TELEPHONE, INC.	Accounts Payable	\$634.34
09/08/2016 Invoice	09/06/2016	VALLEY BALANCING & AUTO	Accounts Payable	\$131.22
09/08/2016 Invoice	09/06/2016	VIRTUAL PROJECT MANAGER LLC	Accounts Payable	\$1,000.00
09/08/2016 Invoice	09/06/2016	WEST STEEL & PLASTIC	Accounts Payable	\$68.19
09/08/2016 Invoice	09/06/2016	WEST YOST ASSOCIATES	Accounts Payable	\$95,233.94
09/08/2016 Invoice	09/06/2016	WINTON-IRELAND STROM AND GREEN INSURANCE	Accounts Payable	\$62.00
410 - WATER QUALITY CONTROL (WQC)			Cash Account	\$634.34
09/08/2016 Invoice	09/06/2016	UTILITY TELEPHONE, INC.	Accounts Payable	\$634.34
09/08/2016 Invoice	09/06/2016	VALLEY BALANCING & AUTO	Accounts Payable	\$131.22
09/08/2016 Invoice	09/06/2016	VIRTUAL PROJECT MANAGER LLC	Accounts Payable	\$1,000.00
09/08/2016 Invoice	09/06/2016	WEST STEEL & PLASTIC	Accounts Payable	\$68.19
09/08/2016 Invoice	09/06/2016	WEST YOST ASSOCIATES	Accounts Payable	\$95,233.94
09/08/2016 Invoice	09/06/2016	WINTON-IRELAND STROM AND GREEN INSURANCE	Accounts Payable	\$62.00
410 - WATER QUALITY CONTROL (WQC)			Cash Account	\$634.34
09/08/2016 Invoice	09/06/2016	UTILITY TELEPHONE, INC.	Accounts Payable	\$634.34
09/08/2016 Invoice	09/06/2016	VALLEY BALANCING & AUTO	Accounts Payable	\$131.22
09/08/2016 Invoice	09/06/2016	VIRTUAL PROJECT MANAGER LLC	Accounts Payable	\$1,000.00
09/08/2016 Invoice	09/06/2016	WEST STEEL & PLASTIC	Accounts Payable	\$68.19
09/08/2016 Invoice	09/06/2016	WEST YOST ASSOCIATES	Accounts Payable	\$95,233.94
09/08/2016 Invoice	09/06/2016	WINTON-IRELAND STROM AND GREEN INSURANCE	Accounts Payable	\$62.00

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Invoice	Date	Description	Accounts Payable	Amount
108538	09/08/2016	Open	CWEA-NSJ C/O JEFFREY TELMO	\$75.00
	08/25/2016	TR# 3998-Registration Fees-Perry, Taylor, Alves		\$75.00
		Cash Account		Amount
		410 - WATER QUALITY CONTROL (WQC)		\$75.00
		410.11000 (Cash)		
108539	09/08/2016	Open	Accounts Payable Gill, Jody	\$162.00
	09/07/2016	TR3996PerDiemJG		Amount
		Update Course		\$162.00
		Cash Account		Amount
		110 - General Fund		\$162.00
		110.11000 (Cash)		
108540	09/08/2016	Open	Accounts Payable NICHOLAS, ANNA	\$500.00
	09/06/2016	FY 16/17-TCEA EDUCATION REIMBURSEMENT		Amount
		Cash Account		\$500.00
		110 - General Fund		Amount
		110.11000 (Cash)		\$500.00
108541	09/08/2016	Open	Accounts Payable Redd, Timothy	\$220.00
	09/07/2016	TR4000PerDiemTR		Amount
		Cash Account		\$220.00
		110 - General Fund		Amount
		110.11000 (Cash)		\$220.00
108542	09/08/2016	Open	Accounts Payable TRUJILLO, GUY	\$60.00
	09/06/2016	REIMBURSEMENT FOR PESTICIDE CERT.		Amount
		Cash Account		\$60.00
		217 - Streets - Gas Tax		Amount
		217.11000 (Cash)		\$60.00
108543	09/08/2016	Open	Accounts Payable UNITED KABABAYAN OF CENTRAL CALIFORNIA	\$260.00
	09/01/2016	Facility Deposit Refund		Amount
		Cash Account		\$260.00
		110 - General Fund		Amount
		110.11000 (Cash)		\$260.00

Type Check Totals:	87 Transactions		\$888,472.92
AP - Accounts Payable Totals			
Checks	Status	Count	Transaction Amount
	Open	87	\$888,472.92
			Reconciled Amount
			\$0.00

Payment Register

From Payment Date: 9/2/2016 - To Payment Date: 9/8/2016

Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	87	\$888,472.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$888,472.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$888,472.92	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$888,472.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$888,472.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$888,472.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$888,472.92	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108544	09/09/2016	Open			Licensing Refund	NEGRETE, ANA, M	\$60.00		
AP - Accounts Payable									
Check									
					Licensee Number	Transaction Date	Transaction Type		
					427	09/09/2016	REFUND		
					Cash Account		Amount		
					110 - 11000 (Cash)		\$60.00		
108545	09/15/2016	Open			Utility Management Refund	AFONSO, JOAO	\$83.29		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	09/14/2016	Refund		
					Paying Fund		Amount		
					420 - WATER		\$83.29		
108546	09/15/2016	Open			Utility Management Refund	B & F SNIDER ENTERPRISES LP	\$130.25		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	09/14/2016	Refund		
					Paying Fund		Amount		
					420 - WATER		\$130.25		
108547	09/15/2016	Open			Utility Management Refund	ECK, CHARLES	\$210.68		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	09/14/2016	Refund		
					Paying Fund		Amount		
					420 - WATER		\$210.68		
108548	09/15/2016	Open			Utility Management Refund	ENES, RUFINO	\$94.15		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	09/14/2016	Refund		
					Paying Fund		Amount		
					420 - WATER		\$94.15		
108549	09/15/2016	Open			Utility Management Refund	GITTHENS, JACOB	\$174.80		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	09/14/2016	Refund		
					Paying Fund		Amount		
					420 - WATER		\$174.80		

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From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
108550	09/15/2016	Open	Utility Management Refund	LEDBETTER, HEATHER	\$6.57
Single Family Res Metered	243299-007	MOVE-OUT CREDIT	09/14/2016	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$6.57
108551	09/15/2016	Open	Utility Management Refund	LOPEZ, ENRIQUE	\$174.33
Single Family Res Metered	690996-004	MOVE-OUT CREDIT	09/14/2016	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$174.33
108552	09/15/2016	Open	Utility Management Refund	MC ROY WILBUR COMMUNITIES	\$24.72
Single Family Res Metered	000671-001	MOVE-OUT CREDIT	09/14/2016	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$24.72
108553	09/15/2016	Open	Utility Management Refund	NUNES, JOSEPH, ORLANDO	\$283.36
Single Family Res Metered	206822-003	MOVE-OUT CREDIT	09/14/2016	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$283.36
108554	09/15/2016	Open	Utility Management Refund	PEREZ, TERESA	\$141.81
Single Family Res Metered	811580-001	MOVE-OUT CREDIT	09/14/2016	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$141.81
108555	09/15/2016	Open	Accounts Payable	A & A PORTABLES INC	\$748.92
Invoice		Description			
1-660602	09/12/2016	PORTABLES FOR ASSESSMENTS			\$79.76
1-661014	09/12/2016	PORTABLE RESTROOM FOR PEDRETTI			\$516.87
1-1661519	09/08/2016	RENTAL TEMPORARY RESTROOM AT THE TURLOCK REGIONAL TRANSIT CENTER			\$152.29
Paying Fund		Cash Account			
205 - Sports Facilities		205.11000 (Cash)			\$516.87
246 - Landscape Assessment		246.11000 (Cash)			\$79.76
426 - Transit - Fixed Route		426.11000 (Cash)			\$152.29

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\$425.00

Invoice	Date	Description	Amount
09/15/2016	09/12/2016	HARDING PUMP & NW TANK - JULY 2016	\$60.00
572112			
09/15/2016	09/12/2016	WQC PEST CONTROL - JULY 2016	\$220.00
572111			
09/15/2016	09/12/2016	FIRE STATION 2 PEST CONTROL - JULY 2016	\$45.00
572113			
09/15/2016	09/12/2016	PSF PEST CONTROL - JULY 2016	\$100.00
572114			
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$145.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$280.00

\$6,118.09

Invoice	Date	Description	Amount
09/15/2016		Accounts Payable	AT&T / CALNET 3
000008456123	09/12/2016	BAN #9391034901 (T1 - 4-way split)	\$165.95
9/15/16 - MULTI	09/12/2016	Multiple Calnet 3 Accounts paid on 9/15/16 (July - Aug 2016)	\$5,952.14
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$5,366.07
205 - Sports Facilities		205.11000 (Cash)	\$49.90
255 - CDBG		255.11000 (Cash)	\$16.59
405 - Building		405.11000 (Cash)	\$16.03
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$277.81
420 - WATER		420.11000 (Cash)	\$75.04
426 - Transit - Fixed Route		426.11000 (Cash)	\$70.05
501 - Information Technology		501.11000 (Cash)	\$99.29
502 - Engineering		502.11000 (Cash)	\$17.01
505 - Fleet		505.11000 (Cash)	\$130.30

\$658.77

Invoice	Date	Description	Amount
09/15/2016		Accounts Payable	AT&T / CALNET 3
000008456924	09/14/2016	BAN #9391037035 (July-Aug 2016)	\$271.96
00008456924	09/14/2016	BAN #9391037035 (May-June 2016)	\$386.81
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$658.77

\$69.72

Invoice	Date	Description	Amount
09/15/2016		Accounts Payable	AT&T/SBC
RelayTDD-9/1/16	09/12/2016	Acct# 248 134-2929 655 9/ California Relay Svc TDD	\$4.53
Fire - 9/1/16	09/12/2016	Acct# 233 841-5391 333 1/ Fire Dept	\$65.19
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$69.72

\$252.49

Invoice	Date	Description	Amount
09/15/2016		Accounts Payable	BLUELINE RENTAL LLC
34972290001	09/09/2016	TRENCHER WALK BEHIND, TRAILER	\$252.49

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Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
108561	410 - WATER QUALITY CONTROL (WQC)		Cash Account		\$252.49
			410.11000 (Cash)		
	09/15/2016	Open		BONANDER TRUCKS	\$104.48
	Invoice				
	727665	09/09/2016	AD-9 CART		\$74.84
	730907	09/09/2016	BLT10-1036 AIR DRYER FILTER		\$29.64
	Paying Fund		Cash Account		Amount
	426 - Transit - Fixed Route		426.11000 (Cash)		\$104.48
108562	09/15/2016	Open		BORGES & MAHONEY CO	\$19,229.74
	Invoice				
	137948	06/30/2016	BORGES & MAHONEY - ANNUAL CHLORINE SYSTEM MAINTENANCE		\$19,229.74
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$19,229.74
108563	09/15/2016	Open		CENTRAL SANITARY SUPPLY	\$1,514.12
	Invoice				
	726169	09/14/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$690.06
	728157	09/14/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$8.60
	728164	09/14/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$18.73
	730203	09/14/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$320.36
	728353	09/14/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$476.37
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,514.12
108564	09/15/2016	Open		CENTRAL VALLEY CONCRETE	\$398.22
	Invoice				
	37512	09/12/2016	CONCRETE FOR SKATE PARK		\$398.22
	Paying Fund		Cash Account		Amount
	228 - Park Development Tax		228.11000 (Cash)		\$398.22
108565	09/15/2016	Open		CHAMPION INDUSTRIAL	\$3,481.97
	Invoice				
	52076	09/09/2016	HVAC UNIT REPAIR @ WQC		\$1,042.39
	52078	09/09/2016	COMPRESSOR REPLACEMENT @ WQC		\$2,439.58
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$3,481.97
108566	09/15/2016	Open		CHARTER COMMUNICATIONS	\$185.75
	Invoice				
	0000051 - 9/1/16	09/12/2016	8203 13 680 0000051 / City Hall (TV service)		\$120.75
	0703380 - 9/6/16	09/12/2016	8203 13 001 0703380 / IT Internet		\$65.00

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Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund			Cash Account		
410 - WATER QUALITY CONTROL (WQC)			110.11000 (Cash)		\$77.68
420 - WATER			410.11000 (Cash)		\$21.53
501 - Information Technology			420.11000 (Cash)		\$21.54
			501.11000 (Cash)		\$65.00
108567	09/15/2016	Open	CINCINNATI LIFE INS INC		\$723.12
	Invoice				
Cinn Life-9/2016		09/12/2016	Cinn Life - Sep 2016 Premiums		\$723.12
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$723.12
108568	09/15/2016	Open	CNC ENVIRONMENTAL LLC		\$5,040.21
	Invoice				
2458		06/30/2016	GRANULAR ACTIVATED ABSORPTION SYSTEM		\$5,040.21
Paying Fund			Cash Account		Amount
420 - WATER			420.11000 (Cash)		\$5,040.21
108569	09/15/2016	Open	COMBINED BENEFITS ADMINISTRATORS		\$322,633.57
	Invoice				
CK Run 9/6/16		06/30/2016	Ck Run for 9/6/16 FY 15/16		\$3,910.31
Ck Rn 9/6/16-cur		09/12/2016	Ck Run for 9/6/16 FY 16/17		\$51,945.42
Ck Run 9/6/16 RX		09/12/2016	Ck Run for 9/6/16 FY 16/17 RX		\$68,948.49
CBA-9/2016		09/12/2016	CBA - SEP 2016 PREMIUMS		\$191,442.46
8/31/16-PR		09/12/2016	8/31/16-PR-Flex Med/Dependent Care		\$6,386.89
Paying Fund			Cash Account		Amount
511 - Health Care			511.11000 (Cash)		\$322,633.57
108570	09/15/2016	Open	COUNTRY FORD TRUCKS INC		\$55.04
	Invoice				
5024514		09/09/2016	AD06-0419 TRAILER CONNECTOR PLUG IN		\$55.04
Paying Fund			Cash Account		Amount
246 - Landscape Assessment			246.11000 (Cash)		\$55.04
108571	09/15/2016	Open	EQUIFAX		\$10.00
	Invoice				
9901072		09/08/2016	EQUIFAX-CREDIT CHECK SERVICES		\$10.00
Paying Fund			Cash Account		Amount
255 - CDBG			255.11000 (Cash)		\$10.00
108572	09/15/2016	Open	FASTENAL COMPANY INC		\$72.63
	Invoice				
CATUR119188		09/09/2016	SHOP HAND WIPES		\$32.27

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Invoice	Date	Description	Accounts Payable	FINANCIAL CREDIT NETWORK	Amount
CATUR119479	09/09/2016	SUPPLIES FOR WQC			\$72.63
CR-CATUR119188	09/09/2016	Credit for shop hand wipes			(\$32.27)
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$72.63
108573	09/15/2016	Open Invoice	Accounts Payable	FINANCIAL CREDIT NETWORK	\$716.98
FCN-TRUT12-AUG16	09/12/2016	FCN-TRUT12-AUGUST 2016			\$600.94
FCN-TRMS12-AUG16	09/12/2016	FCN-TRMS12-AUGUST 2016			\$116.04
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$174.63
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$236.23
420 - WATER		420.11000 (Cash)			\$306.12
108574	09/15/2016	Open Invoice	Accounts Payable	GARTON TRACTOR INC	\$288.00
CT79410	09/09/2016	SC03-9014 CLUTCH, BEARING			\$288.00
Paying Fund		Cash Account			Amount
205 - Sports Facilities		205.11000 (Cash)			\$288.00
108575	09/15/2016	Open Invoice	Accounts Payable	GCR TIRES & SERVICE	\$762.99
858-24227	09/09/2016	CL90-800 TIRES			\$730.70
858-24313	09/09/2016	CL90-800 VALVE STEM			\$32.29
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$762.99
108576	09/15/2016	Open Invoice	Accounts Payable	GOMES & SONS INC, JOE M	\$14,311.65
8/1/16-8/15/16	09/12/2016	CUST #24090 - Fuel Expense for 8/01/16-8/15/16			\$14,311.65
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$6,936.35
205 - Sports Facilities		205.11000 (Cash)			\$244.88
217 - Streets - Gas Tax		217.11000 (Cash)			\$1,176.33
246 - Landscape Assessment		246.11000 (Cash)			\$1,205.09
405 - Building		405.11000 (Cash)			\$179.76
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,402.65
420 - WATER		420.11000 (Cash)			\$755.80
425 - Transit - Dial-A-Ride		425.11000 (Cash)			\$2,310.93
502 - Engineering		502.11000 (Cash)			\$99.86
108577	09/15/2016	Open Invoice	Accounts Payable	GOMES PROPANE	\$111.93

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Invoice	Date	Description	Accounts Payable	Amount
10866	09/12/2016	PROPANE FOR STREETS		\$60.00
10872	09/12/2016	PROPANE FOR STREETS		\$51.93
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$111.93
108578	09/15/2016	Open	GRAINGER INC, W W	\$450.69
Invoice				Amount
9184416007	09/09/2016	UTILITY SUPPLIES THRU MP2		\$45.97
9194768488	09/09/2016	UTILITY SUPPLIES THRU MP2		\$90.79
9198425762	09/09/2016	UTILITY SUPPLIES THRU MP2		\$146.09
9201611473	09/09/2016	UTILITY SUPPLIES THRU MP2		\$92.19
9202054525	09/09/2016	JANITORIAL SUPPLIES		\$30.75
9203985057	09/09/2016	UTILITY SUPPLIES THRU MP2		\$44.90
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$450.69
108579	09/15/2016	Open	GROENIGER & COMPANY	\$902.72
Invoice				Amount
1204854	09/09/2016	4 LF 1 BRZ IPS RPZ BFP W/BV		\$902.72
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$902.72
108580	09/15/2016	Open	HARDERS PRINT SHOP INC	\$80.72
Invoice				Amount
67451	09/12/2016	BUSINESS CARDS - ENGINEERING & FINANCE AVR		\$80.72
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$40.36
502 - Engineering		502.11000 (Cash)		\$40.36
108581	09/15/2016	Open	HILMAR READY MIX	\$228.70
Invoice				Amount
7393	09/09/2016	2820 BALL CT DRIVEWAY		\$45.74
7410	09/09/2016	108 W MAIN FIRE HYDRANT PAD		\$56.50
7418	09/09/2016	1435 QUINCY SIDEWALK		\$56.50
7430	09/09/2016	808 S SODERQUIST SIDEWALK		\$69.96
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$228.70
108582	09/15/2016	Open	HOLT OF CALIFORNIA INC	\$5,952.51
Invoice				Amount
K4552601	09/09/2016	LOADER TO CLEAN DRYING BEDS, CITY LOADER		\$5,952.51
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$5,952.51

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Invoice	Date	Description	Accounts Payable	Industrial Filter Manufacturers, INC	Amount
09/15/2016	Open				\$5,120.75
190807	09/09/2016	FILTERS FOR WQC BLOWERS			\$5,120.75
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$5,120.75
09/15/2016	Open				\$1,158.05
13642	09/12/2016	FLAGSTAND DICKE #TF-1230			\$1,158.05
Paying Fund		Cash Account			Amount
217 - Streets - Gas Tax		217.11000 (Cash)			\$1,158.05
09/15/2016	Open				\$22,800.00
193137	09/07/2016	Self-insured Workers' compensation Program			\$22,800.00
Paying Fund		Cash Account			Amount
510 - Workers Compensation Ins		510.11000 (Cash)			\$22,800.00
09/15/2016	Open				\$608.25
1710302	09/12/2016	ASPHALT FOR SKATE PARK			\$180.97
1710774	09/12/2016	ASPHALT FOR STREETS			\$76.74
1714394	09/12/2016	ASPHALT FOR STREETS & PAVE TRENCHES			\$111.02
1713928	09/12/2016	ASPHALT FOR STREETS			\$111.02
1713496	09/12/2016	ASPHALT FOR STREETS & PAVE TRENCHES			\$128.50
Paying Fund		Cash Account			Amount
217 - Streets - Gas Tax		217.11000 (Cash)			\$307.52
228 - Park Development Tax		228.11000 (Cash)			\$180.97
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$119.76
09/15/2016	Open				\$100.00
1530196-20160731	09/12/2016	JULY 2016 SKIP TRACING FEE			\$50.00
1530196-20160831	09/12/2016	AUGUST 2016 SKIP TRACING FEE			\$50.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$100.00
09/15/2016	Open				\$357.32
S1299510	09/12/2016	50# PULSAR PLUS BRIQUETTES			\$357.32
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$357.32

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

108589	09/15/2016	Open		Accounts Payable	MODESTO BEE			\$807.60
	Invoice		Date	Description		Amount		
	341902-8/16		09/07/2016	Acct.#341902, Electrical Mechanical Technician I		\$807.60		
	Paying Fund			Cash Account		Amount		
	420 - WATER			420.11000 (Cash)		\$807.60		
108590	09/15/2016	Open		Accounts Payable	NAPA AUTO PARTS			\$118.17
	Invoice		Date	Description		Amount		
	667290		09/09/2016	HEADLIGHTS		\$15.98		
	667677		09/09/2016	BLT10-1037 AIR DRYER FILTER		\$33.90		
	667686		09/09/2016	PURGE KIT AD9 MAJOR		\$68.29		
	Paying Fund			Cash Account		Amount		
	110 - General Fund			110.11000 (Cash)		\$15.98		
	426 - Transit - Fixed Route			426.11000 (Cash)		\$102.19		
108591	09/15/2016	Open		Accounts Payable	NELSON NYGAARD CONSULTING ASSOCIATES INC			\$7,579.52
	Invoice		Date	Description		Amount		
	67832		09/08/2016	14-75 SHORT-RANGE TRANSIT PLAN 2015-2020		\$2,170.03		
	67890		09/08/2016	14-75 SHORT RANGE TRANSIT PLAN 2015-2020		\$5,409.49		
	Paying Fund			Cash Account		Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)		\$7,579.52		
108592	09/15/2016	Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC			\$660.07
	Invoice		Date	Description		Amount		
	81034409		09/09/2016	BELT TENSIONERS FOR AC FAN DRIVE		\$315.97		
	81033498		09/09/2016	FRONT AIR BAGS ORION BUS		\$344.10		
	Paying Fund			Cash Account		Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)		\$660.07		
108593	09/15/2016	Open		Accounts Payable	NEXT LEVEL PARTS INC			\$99.66
	Invoice		Date	Description		Amount		
	8577-218894		09/09/2016	POL07-011 BRAKE ROTOR		\$77.21		
	8577-218957		09/09/2016	CL03-836 WASH DOWN GUN		\$22.45		
	Paying Fund			Cash Account		Amount		
	110 - General Fund			110.11000 (Cash)		\$77.21		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$22.45		
108594	09/15/2016	Open		Accounts Payable	OLSON HAGEL & FISHBURN LLP			\$2,170.00
	Invoice		Date	Description		Amount		
	12345.01		09/09/2016	LEGAL SERVICES RENDERED - CAMPAIGN FINANCE		\$2,170.00		

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Paying Fund	Invoice	Date	Description	Accounts Payable	P G & E	Amount
110 - General Fund			Cash Account			\$2,170.00
			110.11000 (Cash)			
108595	09/15/2016	Open				\$315.72
	Invoice					
	Fire #3 - 9/4/16	09/12/2016	2087893140-9 / 501 E Monte Vista Ave			\$41.96
	Fire #1 - 9/8/16	09/12/2016	3159594551-5 / 540 Marshall St			\$117.93
	Senior - 9/8/16	09/12/2016	2890831960-2 / 1191 Cahill St			\$55.56
	Fire #2 - 9/9/16	09/12/2016	6182877164-4 / 791 S Walnut Rd			\$23.96
	701White - 9/9/16	09/12/2016	6141210500-1 / 701 S Walnut Rd E			\$8.11
	WQC - 9/9/16	09/12/2016	6349543820-0 / 901 S Walnut Rd			\$68.20
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$239.41
	217 - Streets - Gas Tax		217.11000 (Cash)			\$8.11
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$68.20
108596	09/15/2016	Open				\$2,569.96
	Invoice					
	053464171	09/09/2016	BUSHINGS, ADAPTER, THREADED PLUG, ETC			\$2,569.96
	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$484.96
	420 - WATER		420.11000 (Cash)			\$2,085.00
108597	09/15/2016	Open				\$200.00
	Invoice					
	2071480	09/12/2016	PD RECORDS SHREDDING - AUG 2016			\$22.00
	2071481	09/12/2016	PD MAIL ROOM SHREDDING - AUG 2016			\$40.00
	2071482	09/12/2016	PD OPERATIONS SHREDDING - AUG 2016			\$54.00
	2071483	09/12/2016	PD DISPATCH SHREDDING - AUG 2016			\$22.00
	2071484	09/12/2016	PD DETECTIVES SHREDDING - AUG 2016			\$40.00
	2071485	09/12/2016	FIRE/NP SHREDDING - AUG 2016			\$22.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$200.00
108598	09/15/2016	Open				\$701.26
	Invoice					
	58310	09/09/2016	PARTS FOR SPRAYER			\$21.25
	58343	09/09/2016	PARTS FOR SPRAYER			\$22.34
	58384	09/09/2016	GRACO MAGNUM AIRLESS SPRAYER			\$489.91
	58508	09/09/2016	HOSE FOR AIRLESS GUN			\$128.02
	58581	09/09/2016	HEAVY DUTY ROLLER, PURDY			\$39.74
	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$701.26

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Invoice	Date	Description	Accounts Payable	Amount
108599	09/15/2016	Open	PLATT ELECTRIC SUPPLY	\$808.41
J936802	09/09/2016	PST PS 1100 4 STAINLESS STEEL		\$10.33
K119025	09/09/2016	PHOTO CELLS FOR STREET LIGHTS		\$389.62
K143392	09/09/2016	PVC 3/4 IN		\$1.18
K176869	09/09/2016	KEY SWITCHES DOWNTOWN CIRCUIT IN STREET LIGHTS		\$284.24
K204715	09/09/2016	AIR CONDITIONING CHLORINE BUILDING		\$123.04
Paying Fund		Cash Account		Amount
246 - Landscape Assessment		246.11000 (Cash)		\$673.86
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$134.55
108600	09/15/2016	Open	PRESORT CTR STOCKTON INC	\$42,122.11
92710	06/30/2016	ENVELOPE ORDER FROM PRESORT CTR STOCKTON		\$13,416.75
92711	06/30/2016	JUNE UT STATEMENTS & MAY DELINQUENT STATEMENT 2016		\$9,360.86
92940	09/12/2016	UTILITY BILLING JULY & DELINQ NOTICE JUNE 2016		\$9,391.12
93113	09/12/2016	SHIPPING CHARGES FOR 1 CASE OF ENVELOPES		\$18.75
93204	09/12/2016	UTILITY BILLING AUGUST & DELINQ STATEMENTS JULY 2016		\$9,375.42
93307	09/12/2016	BUSINESS LICENSE DELINQUENT NOTICES - AUG 2016		\$540.60
92553	06/30/2016	SHIPPING CHARGES - 1 CASE OF ENVELOPES		\$18.61
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$10,404.91
217 - Streets - Gas Tax		217.11000 (Cash)		\$22.78
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$15,801.52
420 - WATER		420.11000 (Cash)		\$15,892.90
108601	09/15/2016	Open	RICHARD DONALDSON, LCSW	\$225.00
10580-AUG 16	09/07/2016	AUG 2016-Stmt for Acc#10580		\$225.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$225.00
108602	09/15/2016	Open	ROBERT HALF INTERNATIONAL dba OFFICE TEAM	\$840.00
46500176	09/07/2016	TEMPORARY STAFFING FOR FINANCE		\$840.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$840.00

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Invoice	Date	Description	Accounts Payable	Amount
108603	09/15/2016	Open	STANISLAUS COUNTY	\$6,268.10
TPD00114005446	09/13/2016	DA F1407028-MISC TRUST, FUND 6200, ORG 0064100, ACCT 02300		\$1,157.45
TPD00115009527	09/13/2016	DA F1612020-MISC TRUST, FUND 6200, ORG 0064100, ACCT 02300		\$1,224.55
TPD00115003690	09/13/2016	DA F1506021-MISC TRUST, FUND 6200, ORG 0064100, ACCT 02300		\$3,886.10
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$6,268.10
108604	09/15/2016	Open	STANTEC CONSULTING INC	\$925.00
1093865	09/12/2016	AIRPORT OBSTRUCTION SURVEY		\$925.00
Paying Fund		Cash Account		Amount
401 - Airport		401.11000 (Cash)		\$925.00
108605	09/15/2016	Open	STEWART TITLE OF CA INC	\$2,099.20
1510-Springville	09/14/2016	Escrow fees for sale of 1510 Springville		\$2,099.20
Paying Fund		Cash Account		Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$2,099.20
108606	09/15/2016	Open	Taylor Backhoe Service, Inc.	\$21,801.89
PO 237 - 9/15/16	09/12/2016	Multiple COT Accounts paid on PO 237		\$12,770.71
Fire - 9/05/16	09/12/2016	000208-030754-0004 / Fire Station 1		\$1,085.40
Fire - 9/07/16	09/12/2016	000208-003110-0001 / Fire Station 4		\$110.32
Fire - 9/7/16	09/12/2016	000208-003110-0002 / Fire Station 4		\$243.30
Stmnt: 9/09/16	09/12/2016	000208-024467-0007/ 156 S Broadway (City Hall)		\$7,592.16
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$11,445.34
216 - Streets - Local Transportation		216.11000 (Cash)		\$4,281.84
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$6,040.87
420 - WATER		420.11000 (Cash)		\$33.84
108607	09/15/2016	Open	Taylor Backhoe Service, Inc.	\$221,390.13
P#14-29,PP1	09/08/2016	14-29 WATER LINE REPLACEMENT ON PALM AND MITCHELL		\$221,390.13
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$221,390.13
108608	09/15/2016	Open	Turlock Journal	\$103.00
Invoice		Description		Amount

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

Invoice	Date	Description	Amount
157921	09/07/2016	Advertiser Ad #14258-for Elect. Mech. Tech. I recruitment	\$103.00
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$103.00
108609	09/15/2016	Accounts Payable	\$1,495.00
Invoice		TYLER TECHNOLOGIES INC.	Amount
030-3748	09/13/2016	TR 4002-NW CONF. REGISTRATION - KIM HAMMACK	\$1,495.00
Paying Fund		Cash Account	Amount
405 - Building		405.11000 (Cash)	\$1,495.00
108610	09/15/2016	Accounts Payable	\$888.48
Invoice		VERIZON WIRELESS	Amount
9771427044	09/12/2016	BUILDING 8/04/16 - 9/03/16	\$92.66
9771427045	09/12/2016	RECREATION 8/04/16 - 9/03/16	\$30.15
9771427047	09/12/2016	CITY MANAGER 8/04/16 - 9/03/16	\$38.01
9771427046	09/12/2016	HOUSING 8/04/16 - 9/03/16	\$54.41
9771427043	09/12/2016	ENGINEERING 8/04/16 - 9/03/16	\$673.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$68.16
255 - CDBG		255.11000 (Cash)	\$54.41
405 - Building		405.11000 (Cash)	\$92.66
426 - Transit - Fixed Route		426.11000 (Cash)	\$86.68
502 - Engineering		502.11000 (Cash)	\$586.57
108611	09/15/2016	Accounts Payable	\$500.00
Invoice		VIRTUAL PROJECT MANAGER LLC	Amount
12-833	09/08/2016	PROJECT MGMT SOFTWARE TOOL-CAPITAL PROJECTS	\$500.00
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	\$500.00
108612	09/15/2016	Accounts Payable	\$6,555.03
Invoice		VISION SERVICE PLAN CA	Amount
SPE-16-Premiums	09/12/2016	VSP - SEP 2016 PREMIUMS	\$1,624.98
AUG-16 CLAIMS	09/12/2016	VSP - AUG 2016 CLAIMS	\$4,930.05
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$6,555.03
108613	09/15/2016	Accounts Payable	\$2,958.70
Invoice		ZUMAR INDUSTRIES INC	Amount
0166226	09/12/2016	MISC STREET SUPPLIES	\$2,958.70
Paying Fund		Cash Account	Amount

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

\$2,958.70

217 - Streets - Gas Tax

217.11000 (Cash)

Invoice	Date	Description	Accounts Payable	Brewer, James	Amount
108614	09/15/2016	Open			\$290.00
TR3999PerDiemJB	09/15/2016	TR3999 Per Diem CAHN Conference			\$290.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$290.00
108615	09/15/2016	Open			\$300.00
TR3999RegJB	09/15/2016	TR3999 Registration for JBrewer CAHN Conference		CAHN Conference	\$300.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$300.00
108616	09/15/2016	Open			\$50.00
DuesKHines	09/14/2016	TR-N/A CLEARs Membership Dues for KHines		CLEARs, Inc.	\$50.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$50.00
108617	09/15/2016	Open			\$30.00
RegKHines	09/14/2016	TR-N/A CLEARs Training Registration for KHines		CLEARs, Inc.	\$30.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$30.00
108618	09/15/2016	Open			\$108,750.00
WASTEWATER	09/14/2016	CC RES 2016-209-WASTEWATER CAPACITY		D STREET FOODS, LLC	\$108,750.00
Paying Fund		SELLBACK			Amount
413 - WQC-Capital Expansion Reserve		Cash Account			Amount
		413.11000 (Cash)			\$108,750.00
108619	09/15/2016	Open			\$218.35
FY 16-17-ED REIM	09/13/2016	FY 16/17-ICEA ED REIMBURSEMENT-ADV WASTE TREAT		DAVIDSON, SHAWN	\$218.35
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$218.35
108620	09/15/2016	Open			\$276.00
BP#15-1400	09/08/2016	REFUND OF OVERPAYMENT ON BP#15-1400		MAZZERA'S APPLIANCE INC	\$276.00
Paying Fund		Cash Account			Amount

Payment Register

From Payment Date: 9/9/2016 - To Payment Date: 9/15/2016

405 - 11000 (Cash) \$276.00

Invoice	Date	Description	Accounts Payable	Rodriguez, Maribel	Amount
108621	09/15/2016	TR3983-Per Diem Dispatcher Update	Open		\$120.00
		Paying Fund			
		110 - General Fund			\$120.00

Type Check Totals:
AP - Accounts Payable Totals

78 Transactions \$851,293.42

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$851,293.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$851,293.42	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$851,293.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$851,293.42	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$851,293.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$851,293.42	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$851,293.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$851,293.42	\$0.00

SEPTEMBER 27, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California



DRAFT

5B,

MINUTES

Special Meeting
Turlock City Council
(Held concurrently with a
Special Meeting of the
Parks, Arts and Recreation Commission)

1. A. CALL TO ORDER

CITY COUNCIL – Mayor Soiseth called the City Council meeting to order at 5:01 p.m.

PRESENT: Councilmembers Bill DeHart (*arrived at 5:27 p.m.*), Steven Nascimento, Amy Bublak, Matthew Jacob, and Mayor Gary Soiseth

ABSENT: None

PARCS, ARTS AND RECREATION COMMISSION – Commission Chair Bohlender called the Parks, Arts and Recreation Commission meeting to order at 5:02 p.m.

PRESENT: Commission Members Michelle Morse, Larry Yeakel, Michael Foster, Robert Holly, Nicole Larson, and Commission Chair Brent Bohlender

ABSENT: Commission Member Lakneshia Diaz

B. SALUTE TO THE FLAG

2. WELCOME AND INTRODUCTIONS: None

3. PUBLIC PARTICIPATION: None

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. SCHEDULED MATTERS:

A. Parks, Recreation and Public Facilities Manager Erik Schulze presented the staff report on the request to provide direction to staff on the proposed Public Art Policy and Guidelines.

Action: No formal action was taken. Council and Commission members provided direction to staff regarding changes, updates, and/or potential considerations to the policy and application process including a requirement for a short bio that identifies an artist's experience/background, encouraging art that incorporates the City's history, themed art, beautification of utility boxes, temporary display versus permanent display of art, issues related to relocation of art, and to reach out to the arts community for additional input.

Additional Council, Commissioner, and staff discussion included collaboration with CSUS, Department of Humanities regarding a potential public policy award relative to public art, development of a mural program, involvement in mural festivals, and tentative dates the updated policy and guidelines will be presented to the Commission and Council for consideration.



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

- B. Parks, Recreation and Public Facilities Manager Erik Schulze presented the staff report on the request to approve an Agreement for Special Services with The Sports Management Group for the purpose of completing the Sports & Recreation Facilities Prioritization and Feasibility Study, in an amount not to exceed \$51,527; re-appropriate unspent funds of \$41,967 from Fiscal Year 2015-16 and appropriate an additional \$9,560 to account number 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees-Admin Projects" reserve balance to provide funds to complete the Sports & Recreation Facilities Prioritization and Feasibility Study.

Council discussion included acknowledgement for learning from experiences and implementing a different approach, clarification regarding this process in comparison to the request for proposal for tourism, and the importance of consultants working together to collectively understand the community's wants and needs.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember Jacob, Approving an Agreement for Special Services with The Sports Management Group for the purpose of completing the Sports & Recreation Facilities Prioritization and Feasibility Study, in an amount not to exceed \$51,527. Motion carried 5/0 by the following vote:

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

Resolution No. 2016-225 Re-appropriating unspent funds of \$41,967 from Fiscal Year 2015-16 and appropriating an additional \$9,560 to account number 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees-Admin Projects" reserve balance to provide funds to complete the Sports & Recreation Facilities Prioritization and Feasibility Study as introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

6. COMMISSIONER FORUM:

- A. Parks, Arts and Recreation Commission Comments

Commissioners made self-introductions.



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Commissioner discussion included exploring the idea of urban gardens and the benefits they could provide the community.

Council provided direction to staff to devote time exploring urban gardens, identifying plots, and bring this topic back at a future joint meeting.

B. City Council Comments

Council and staff discussion included appreciation for Commissioner's service, positive feedback received from the skate park grand opening, exploration of community gardens including partnerships with farming families, enhancing skate park uses, outdoor exercise facilities/equipment in parks, and concerts in the park.

7. ADJOURNMENT:

Motion by Commissioner Holly, seconded by Commissioner Morse to adjourn the Parks, Arts and Recreation Commission meeting at 5:36 p.m. Motion carried unanimously.

Motion by Councilmember Nascimento, seconded by Councilmember DeHart to adjourn the City Council meeting at 5:36 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



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1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None
 - B. SALUTE TO THE FLAG:** Girls Scouts Troop 1731 led the Pledge of Allegiance to the United States Flag.

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

Mayor Soiseth handled Item 2C out of order.

- C. Girl Scout Troop 1731 presented information about their community service project in support of water conservation, shared methods and efforts for conserving water, and noted their slogans are “use water wisely” and “wasting is hating”.
- A. Mayor Soiseth presented a Proclamation to Turlock Fire Captain Frank Saldivar in recognition of Turlock Fire Department’s support for Breast Cancer Awareness Month, October 2016. Captain Saldivar spoke about the success of their 5-year campaign, assistance provided to others through funds raised, goal of bringing awareness to the community, and honoring those with cancer. Captain Saldivar also thanked Emanuel Hospital staff for their support and efforts.
- B. Mayor Soiseth presented a Certificate of Recognition to Million Acts of Kindness award recipient Michael Lopes for his generous spirit, selfless acts, and commitment to making a difference in the lives of others. Michael Lopes thanked the Mayor and Council for the recognition and spoke about the bloodless bullfighting group’s fundraising efforts to assist a local child battling cancer including an upcoming blood drive on October 1, 2016 from 9:00 a.m. to 2:00 p.m. to be held at Jams@209, being registered as a non-profit organization, and the importance of giving back to the community. Juan Vargas spoke about Mr. Lopes and the bullfighting group’s efforts in helping others and giving back to the community.
- D. Medic Alert was unable to be present at tonight’s meeting.
- E. Kendall Flint, Regional Government Services Authority and Mike Pitcock, Development Services Director presented information about the Measure L Transportation Tax including background of the proposed sales tax, 100% of the money staying local, proposed expenditure plans for Turlock, Modesto, and Stanislaus County, safeguards, and a 25-year sunset date for the measure.

Council, staff, and Ms. Flint discussed differences between Turlock, Modesto, and Stanislaus County expenditure plans/projects and clarified that arterials and collectors are local roads.

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





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3. **A. SPECIAL BRIEFINGS:**

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**

Noriel Mostajo, CSUS Student Government Relations Coordinator provided post event updates for Warriors Explore Downtown and Stan Fest Community Carnival events, thanked the Mayor for continued efforts in improving relationships with CSUS and the City, and recognized today as National Voter Registration Day.

B. STAFF UPDATES

1. Fire Chief Robert Talloni provided an update on the Fire Department Training Grounds and Installation of Exhaust Removal Equipment projects including progress of construction plans and bid processes/timelines.
2. Parks, Recreation and Public Facilities Director Allison Van Guilder provided an update on City Landscape Irrigation Conservation Efforts including challenges with inefficient and outdated irrigation systems, citizen concerns regarding watering parks and public facilities during off times, and the importance of taking a more comprehensive approach to evaluate and potentially upgrade to newer systems that promote more efficient water use and conservation.

Council and staff discussion included inquiries regarding park maintenance during the drought and methods for receiving/soliciting creative ideas from the community relative to water conservation and park maintenance.

Mitt Trieweiler inquired about the type of water used to irrigate Donnelly Park.

An unidentified member of the public asked about logistical obstacles and the City's approach with using non-potable water.

3. Acting Police Chief Nino Amirfar and Animal Control Supervisor Glenna Jackson provided information about adoption fees sponsored by Turlock Management Association – Public Safety (TMAPS), the “Pet of the Month” Pet No. 9-34, a recently hired Animal Control Officer to assist with education and enforcement, October being Pet License Amnesty Month, and contact information, location, and hours of the Turlock Animal Shelter.
4. Acting Police Chief Nino Amirfar provided an update on crime trends in Turlock (year-to-date) including top 3 calls for service and top 3 crimes, increase and decrease in crimes, new projects such as the tip line, community meetings, and weekly crime reports, social media communication, proactive patrol to address safety concerns and quality of life issues, and special deployment efforts resulting in multiple arrests, recovery of numerous weapons, and addressing gang and drug related issues. Chief Amirfar also recognized Police Department staff for their diligent efforts in compiling information for this update.

Council and staff discussion included appreciation for the Police Department in providing a comprehensive report, their efforts to organize skate park community meetings, and the differences between theft and burglary crimes.

C. PUBLIC PARTICIPATION: None



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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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 Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

C. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. CONSENT CALENDAR:

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

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

- A. **Resolution No. 2016-226** Accepting Demands of 8/18/16 in the amount of \$789,031.64; Demands of 8/25/16 in the amount of \$1,312,497.87; Demands of 9/1/16 in the amount of \$99,159.08; Demands of 6/30/16 in the amount of \$1,101,154.28
- B. Motion: Accepting Minutes of Special Meeting of August 30, 2016; Minutes of Regular Meeting of September 13, 2016
- C. Motion: Approving a Subordination Agreement between Mildred R. Sweeten and the City of Turlock, in lieu of calling the lien on the property at 917 Ninth Street (APN 043-008-040), requiring the installation of frontage improvements
- D.
 - 1. **Resolution No. 2016-227** Determining the Fiscal Impact Analysis being prepared by Economic Planning Systems, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2), is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) and/or Section 15273 (Rates, Tolls, Fares, and Charges)
 - 2. **Resolution No. 2016-228** Re-appropriating unspent funds of \$9,609 from Fiscal Year 2015-16 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to prepare a Fiscal Impact Analysis, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2)
- E. Motion: Awarding RFP No. 16-355 and Contract No. 16-080 to Interstate Sales of Auburn, California, for traffic line paint, pavement markers, and miscellaneous supplies for the Parks, Recreation and Public Facilities Department, in an annual amount not to exceed \$40,000, having met all the specifications of the RFP No. 16-355 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- F. **Resolution No. 2016-229** Appropriating \$3,500 to account number 110-61-624-073.44055 "Recreation Supplies" from Fund 110 "General Fund" reserve balance to provide funds for supplies to facilitate the flag football program





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- G. **Resolution No. 2016-230** Appropriating \$2,235 to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance for the production and installation of a Welcome to Turlock sign at Pedretti Park
- H. 1. Motion: Approving the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body, one (1) 2017 F-150 Regular Cab 2WD Longbed Pickup Truck, and one (1) 2017 F-150 Regular Cab 2WD Shortbed Pickup Truck for the Municipal Services Department from Downtown Ford Sales of Sacramento, California, through the State of California Contract No. 1-16-23-20A, in an amount not to exceed \$121,768, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5)
2. **Resolution No. 2016-231** Re-appropriating \$29,997 in unexpended 2015-16 funds to account number 506-00-000-223.51020 "Water Enterprise - Equipment Replacement" for the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body from Downtown Ford Sales of Sacramento, California
- I. Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Geoanalytical Laboratories for laboratory analysis services, increasing the compensation to an annual amount of \$137,000 during the term of the existing contract
- J. 1. **Resolution No. 2016-232** Approving modifications to the job classification for the position of Executive Administrative Assistant/Deputy City Clerk, effective October 1, 2016
2. **Resolution No. 2016-233** Approving a second amendment to the salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, adopted by Resolution No. 2014-166 on October 14, 2014, and amended by Resolution No. 2016-157 on June 28, 2016, to update the schedule to include the modified Executive Administrative Assistant/Deputy City Clerk job classification and salary range and the addition of Office Assistant I/II job classifications and salary ranges
- K. 1. **Resolution No. 2016-234** Approving modifications to the job description for the position of Senior Lab Analyst, effective September 27, 2016
2. **Resolution No. 2016-235** Approving modifications to the job description for the position of Lab Analyst I/II, effective September 27, 2016
3. **Resolution No. 2016-236** Approving modifications to the job description for the position of Environmental Compliance Inspector, effective September 27, 2016
4. **Resolution No. 2016-237** Approving modifications to the job description for the position of Office Assistant I, effective September 27, 2016
5. **Resolution No. 2016-238** Approving modifications to the job description for the position of Office Assistant II, effective September 27, 2016
6. **Resolution No. 2016-239** Approving modifications to the job description for the position of Public Safety Communications Supervisor, effective September 27, 2016
- L. **Resolution No. 2016-240** Accepting the filing of the 2016 Local Agency Biennial Notice indicating no amendments are required to the Conflict of Interest Code for the Successor Agency to the Turlock Redevelopment Agency



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6. FINAL READINGS:

- A. **Ordinance No. 1225-CS** Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 entitled Garbage, Rubbish, and Organic Refuse to reflect correct fees/charges for property related solid waste services adopted by the City Council on October 27, 2015, as a result of a Proposition 218 process, as introduced at the September 13, 2016 meeting was passed and adopted, 5/0 by the following vote:

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

7. PUBLIC HEARINGS

- A. Community Housing Program Supervisor Maria Ramos presented the staff report on the request to approve the Fiscal Year 2015-2016 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorize submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorize the Mayor, City Manager or designee to execute related necessary documents.

Councilmember Jacob stepped down from the dais at 7:22 p.m.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Approving the Fiscal Year 2015-2016 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager, or designee to execute related necessary documents. Motion carried 4/1 by the following vote:

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

Councilmember Jacob returned to the dais at 7:25 p.m.

8. SCHEDULED MATTERS:

Mayor Soiseth stepped down from the dais for this item noting his professional relationship with Modesto Irrigation District and turned the meeting over to Vice Mayor Bublak.

- A. Municipal Services Director Michael Cooke presented the staff report on the request to state the Turlock City Council's opposition to the Draft Substitute Environmental Document (SED) released by the State Water Resources Control Board in support of updating the Bay-Delta Water Quality Control Plan.





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Director Cooke introduced Michelle Reimers of Turlock Irrigation District who spoke about the negative impacts of the Draft SED, alternative solutions, public outreach efforts to promote educational awareness, their joint "Worth Your Fight" campaign with Modesto Irrigation District, and upcoming hearings.

Council, staff, and Ms. Reimers discussed inquiries about the types and/or validity of studies performed, clarification the Draft SED was developed by a regulatory body appointed by the Governor and not a piece of legislation, potential impacts this could have on the Water Sales Agreement between the City and TID, and additional information about upcoming hearings.

Milt Trieweiler spoke about the importance of this subject matter, analyzing the issue in a complete manner, and consideration for farmers, fishing industries, and people in Southern California.

Vice Mayor Bublak closed public comment.

Additional Council discussion included the responsibility as elected officials to protect the best interest of the City of Turlock, importance of advocating for the community, concerns about not employing science in predation control, and the negative impacts this would have on the Surface Water Supply Project.

Action: **Resolution No. 2016-241** Stating the Turlock City Council's opposition to the Draft Substitute Environmental Document (SED) released by the State Water Resources Control Board in support of updating the Bay-Delta Water Quality Control Plan as introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Not Participating

- B. Principal Civil Engineer Nathan Bray presented the staff report on the request to determine City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$334,941.30 (Fund 305), with MHK Construction, Inc. of Denair, California, for City Project No. 15-57 "Broadway Parking Lot Reconstruction"; re-appropriate \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" to complete the necessary funding required for this project.

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

Council and staff discussion included clarification regarding project/construction costs, contingencies, and contract change orders.



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Action: **Resolution No. 2016-242** Determining City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines as introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Motion by Councilmember Jacob, seconded by Councilmember DeHart, Awarding bid and approving an Agreement, in the amount of \$334,941.30 (Fund 305), with MHK Construction, Inc. of Denair, California, for City Project No. 15-57 "Broadway Parking Lot Reconstruction". Motion carried 5/0 by the following vote:

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

Resolution No. 2016-243 Re-appropriating \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" to complete the necessary funding required for this project as introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Councilmember Nascimento stepped down from the dais at 7:53 p.m.

Councilmember Nascimento returned to the dais at 7:55 p.m.

- C. Principal Civil Engineer Nathan Bray presented the staff report on the request to determine City Project No. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$107,305.72 (Fund 217), with California Pavement Maintenance, Inc. of Sacramento, California, for City Project No. 16-63 "Local Road Improvements - Slurry Seals"; appropriate \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements – Slurry Seals" to complete the necessary funding required for this project.





Council and staff discussion included constituent concerns regarding flooding in older streets, clarification that roads selected for this project are in good condition, and explanation of the slurry seal application and curing processes.

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

Additional Council discussion included appreciation for staff for their expeditious efforts with this project.

Action: **Resolution No. 2016-244** Determining City Project No. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines as introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Awarding bid and approving an Agreement, in the amount of \$107,305.72 (Fund 217), with California Pavement Maintenance, Inc. of Sacramento, California, for City Project No. 16-63 "Local Road Improvements - Slurry Seals". Motion carried 5/0 by the following vote:

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

Resolution No. 2016-245 Appropriating \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements – Slurry Seals" to complete the necessary funding required for this project as introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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





D. Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request to reaffirm Resolution No. 2016-199 to determine the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines; rescind Resolution No. 2016-200 and adopt a new Resolution to authorize the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

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

Action: Resolution No. 2016-246 Reaffirming Resolution No. 2016-199 determining the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines as introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Resolution No. 2016-247 Rescinding Resolution No. 2016-200 and adopting a new Resolution authorizing the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure as introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None





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11. COUNCIL COMMENTS:

Councilmember Dehart noted his and Councilmember Jacob's attendance at the upcoming League of California Cities Annual Conference in Long Beach, California.

Councilmember Bublak provided a reminder about the upcoming blood drive on October 1, 2016.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the closed session items.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn the open session of the regular meeting at 8:11 p.m. Motion carried unanimously.

Motion by Councilmember Jacob, seconded by Councilmember DeHart, to adjourn the closed session of the regular meeting at 8:45 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



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5C



City Council Synopsis

October 11, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 15-52 "Senior Center Ceiling Replacement" and authorizing the City Engineer to file a Notice of Completion

Resolution: Appropriating \$2,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 "Capital Improvement" reserves for City Project No. 15-52 "Senior Center Ceiling Replacement" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On July 12, 2016, Council awarded a contract in the amount of \$38,410 to Bigler Construction of Turlock, California for City Project No. 15-52 "Senior Center Ceiling Replacement."

The contractor has completed the scope of work of the project, which includes removal of the existing ceiling tile system and installation of gypsum board, joint compound, texturing, and paint in the banquet area of the Senior Center.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$38,410	July 12, 2016
Change Order No. 1	\$3,841	September 13, 2016
Adjusted Total Contract	\$42,251	

OK for Agenda

3. BASIS FOR RECOMMENDATION:

- A. All improvements have been installed in accordance with the contract documents, Standard Specifications and Drawings and as directed by the City Engineer.
- B. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City Council approved a resolution appropriating \$46,100 from Fund 301 "Capital Improvement" reserves to the project account number 301-50-520.51300 "Construction Repairs/Improvements" at the time of the Award of Bid to provide funding for current fiscal year expenses for this project. A final project accounting analysis revealed that an additional \$2,000 is necessary to be appropriated from Fund 301 "Capital Improvement" reserves to complete funding of this project. The increased funding is needed due to encroachment permit fees and building permit fees that were not considered when the project costs were estimated. In addition, construction engineering costs were slightly higher than the amount that was estimated at the time of the award of bid. A construction engineering cost in the amount of 10% of the bid cost was estimated at the time of the award of bid, though the actual cost to manage the project during construction was approximately 14% of the contract bid cost.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On July 12, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

- A. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as the work has been completed in accordance with the project plans and specifications.

- B. Not approve the appropriation of \$2,000 to the project account number. This option is not recommended as additional funds are needed to complete funding due to actual costs being higher than what was estimated at the time of the award of bid.

CITY PROJECT NO. 15-52
SENIOR CENTER CEILING REPLACEMENT





FINAL QUANTITIES
Senior Center Ceiling Replacement

Project No. 15-52

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>Bid Amount</i>	<i>Total Difference</i>
1	Base Bid - Senior Center Ceiling Replacement - Banquet Area	LS	\$38,410.00	1.00	\$38,410.00	1.00	\$38,410.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$38,410.00		\$38,410.00	\$0.00
C.O. #	CHANGE ORDERS							
1.1	Blocking and framing adjustments	LS	\$3,841.00	1.00	\$3,841.00	0.00	\$0.00	\$3,841.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$3,841.00		\$0.00	\$3,841.00
	TOTAL PROJECT =				\$42,251.00		\$38,410.00	\$3,841.00

**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. 15-52
SENIOR CENTER CEILING REPLACEMENT**

Notice is hereby given that work on the above-referenced project located at 1191 Cahill Avenue, in the City of Turlock, was completed by the undersigned agency on October 11, 2016. The contractor of work is Bigler Construction, P.O. Box 3848, Turlock, California 95381 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

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

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on October 12, 2016 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$2,000 TO ACCOUNT NUMBER }
301-50-520.51300 "CONSTRUCTION }
REPAIRS/IMPROVEMENTS" TO BE }
FUNDED FROM FUND 301 "CAPITAL }
IMPROVEMENT" RESERVES FOR CITY }
PROJECT NO. 15-52 "SENIOR CENTER }
CEILING REPLACEMENT" TO COMPLETE }
THE NECESSARY FUNDING REQUIRED }
FOR THIS PROJECT }
_____}

RESOLUTION NO. 2016-

WHEREAS, an appropriation in the amount of \$46,100 was approved at the July 12, 2016 City Council meeting to provide project funding in the current fiscal year; and

WHEREAS, encroachment permit fees and building permit fees were paid but not included in the estimate of construction costs when the previous appropriation was requested and subsequently approved; and

WHEREAS, construction engineering costs were estimated to be 10% of the contractor bid cost. Actual construction engineering costs are 14% of the contractor bid cost; and

WHEREAS, an appropriation of additional funds is needed due to the actual construction costs being higher than the estimated costs; and

WHEREAS, the proposed reserve funds are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$2,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 "Capital Improvement" reserves for City Project No. 15-52 "Senior Center Ceiling Replacement" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October, 2016, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

October 11, 2016



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

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for participants in the annual Christmas Parade, to be held on Friday, December 2, 2016

2. DISCUSSION OF ISSUE:

The 38th Annual Turlock Downtown Christmas Parade is scheduled for Friday, December 2, 2016. The staging area of the parade is on Canal Drive between Main Street and Johnson Road. The parade travels west on Main Street, north on Broadway, and ends at the fairgrounds.

As part of the Christmas Parade, the Parks, Recreation & Public Facilities Department utilizes the north parking lot of the fairgrounds for parking and turn around for participants in the parade.

All fees associated with the use of the north parking lot have been waived by the 38th District Agricultural Association. Staff is in the process of requesting a Liability Certificate of Coverage from the Central San Joaquin Valley Risk Management Authority.

3. BASIS FOR RECOMMENDATION:

A. Use of the north parking lot is necessary for parking and turn around for participants in the parade.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 5 Economic Development

OK for Agenda
Gary R. Hampton

General Principles:

- 4. Collaborate with economic development stakeholders.
- 5. Promote and support tourism.

Action Item:

- 3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact None

Budget Amendment None

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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



CITY CONTRACT #16-124
AGREEMENT NO.16-102

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

RENTAL AGREEMENT

DATE: 8/27/2016
FAIRTIME
INTERIM X

WITNESSETH

THIS AGREEMENT by and between the 38th District Agricultural Association hereinafter
Called the Association: **City of Turlock Recreation Department**
Hereinafter call the Renter

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Associations premises: **December 2, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **North Parking Lot**
3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever: **Parade**
4. Renter agrees to pay the Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Rental Fee Waived. Security guards are required (number to be determined by Fair Management) and must be in place throughout the entire event. At the rate of \$ 20.00 per hour can be purchased through the Fairgrounds. Insurance is required. Exhibits A, B, C, and D are attached and made part of this agreement.
5. Association shall have the right to audit and monitor any and all records, as well as maintaining access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations governing space, attached Exhibit 1 and Exhibit 2, hereof are made a part of this agreement as though fully incorporated herein, and the Renter agrees that they have read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed in the best interests of Association.
12. Special Provisions:

Any additional use of Fairgrounds facilities, accessories, equipment, garbage, damage, labor, straw and/or shaving disposal will be subject to charges shown on the current rental rate sheet. Fairgrounds reserve the right to charge for related parking and overnight camping.

The Stanislaus County Fair reserves the right to:

- Assign all food and beverage vendors
- Retain revenue from food & beverage sales-including alcohol
- Designate parking for events
- Retain revenue from paid parking fees for events

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

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

Renter: City of Turlock
Karen Packwood
Address: 144 S. Broadway Ave
Turlock, CA 95380

Stanislaus County Fair
38th District Agricultural Association
Address 900 North Broadway, Turlock, CA 95380

By
Title
Signed

By Matt Cranford
Title Chief Executive Officer

Signed _____
Matt Cranford

PK

EXHIBIT A

HOLD-HARMLESS CLAUSE

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

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

INITIAL _____

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

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

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

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

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

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

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

5. Assignment

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

6. Termination

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

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

INSURANCE REQUIREMENTS

I. Evidence of Coverage

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

III. Participant Waivers

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

38TH DISTRICT AGRICULTURAL ASSOCIATION
Stanislaus County Fair
2016 RULES AND REGULATIONS FOR RENTALS

1. A deposit must be paid at the time a reservation is made for any Fairgrounds facility. The deposit is charged at ½ the rental rate, as determined by fair management.
2. A fee will be charged for the cancellation, or a change of date, of an event, fee amount to be determined by Fair Management. Deposit is non-refundable if the event is cancelled, or the date is changed, within sixty (60) days of scheduled event date. If reservation is made within 60 days of the event the deposit is automatically non-refundable. Cancellation of an event must be made in person and/or written notice by the renter.
3. Actual repair costs will be charged to the renter for any damage to Fair property.
4. After event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within approximately (30) days of the after-event billing.
5. After event charges, due to the Fair, over and above the deposit, are due and payable upon receipt of invoice. Interest will be charged monthly on any unpaid balance after 30 days.
6. All rental fees are subject to change as stated on the current year rental rate sheet. Renter is responsible for payment in full for all fees applicable at the time of their scheduled event.
7. Total rental fee balance and insurance must be paid in full by thirty (30) days prior to the event. A late fee of \$150.00 will be charged to the renter if the rental fees are not paid in full 30 days prior to the event.
8. Signed rental contract must be returned at the Fair office no later than one (1) week prior to the event date. Failure to have a signed contract returned to Fair office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
9. Individuals renting the fairgrounds must be at least 18 years of age or older, 21 years or older if alcohol is being served. For any events being held for a person under the age of 21 with alcohol, the Friends of the Stanislaus County Fair Foundation must be the provider of alcohol with Fair approve security.
10. Misrepresentation of any event by a renter or designee will result in the cancellation of the scheduled event and forfeiture of all fees.
11. Violation of rental rules or rental contract may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
12. **MAXIMUM CAPACITIES OF ALL FAIRGROUNDS FACILITIES:** Failure to comply with the law will result in closing down your activity and forfeiture of all fees.
13. Insurance is required for all events. Private (individual) events insurance must be purchased through our office, made available by California Fair Services Authority. Organizations, Companies, Clubs or Groups can provide an original Certificate of Insurance from their own insurance company. **Insurance certificate is due back in the Fair Office no less than (30) days prior to event,** or the renter will be required to purchase the Special Events Insurance. The certificate must have the following:
 - a. An ORIGINAL signature – A COPY IS NOT ACCEPTABLE!
 - b. List as the Additional Insured: “ That the State of California, the 38th District Agriculture Association, the Stanislaus County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”
 - c. The amount of public liability coverage is to be \$1,000,000 CSL, unless otherwise stated in Exhibit C.
 - d. The insurance company will not cancel without 30 days prior written notice
 - e. Date of Event (including set-up dates and tear down dates Failure to have all appropriate dates listed will limit the amount of access to facility.
14. Access into the rented building(s) prior to the day of the event or after the day of the event will be assessed the rental fee based on the appropriate stated rates.
15. Rental rates include the use of building(s) rented (based upon availability) starting at 8:00 a.m. until 1:00 a.m. on the date of the rental. Event must end by 12 midnight or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first. Client will be billed \$75 for time outside of the above stated hours.

16. Time limit on the day of rental for use of grounds (outdoor) facilities is from 8:00 am to 10:00 pm *if motorized or amplified/musical*. Renters must plan their events to comply with these curfews established by the Fair and pay any extra hourly fees if on property outside of these hours.
17. All time before 8:00 am and after 10:00 pm for grounds and 1:00 am for buildings, will be billed at the rate of \$75.00 per hour.
18. All facility rates listed on the current interim rental rate sheet are “per day” rental charges. Multiple day rentals will be charged accordingly. Equipment rental rates are per event and will be charged accordingly.
19. **Security is required**. The renter is responsible for contracting and paying for their security. The fair office will provide the renter’s authorization form to the approved security company. The renter must submit the security authorization, along with proof of full payment, to the fair office no less than **30 days** prior to event. **Failure to submit the authorization, with the number of required security guards, could result in cancellation of event and forfeiture of deposit.** Security must be in place 1 hour prior to the event, throughout the entire event, and 1 hour after the end of the event as designated by fair management. **If an event begins before all security guards are in place, the renter will be subject to forfeiture of their deposit as well if security is told to go home early without fair management approval.**
20. Number of security guards to be determined by Fair Management.
21. **Setup and Cleanup** is the sole responsibility of the renter. The Building and Facility cleanup, restacking of tables and chairs, must be completed by the end of the rental period. ****Building rentals (only) include mopping the floor after the event, but the floor must be swept clean by the renter. If fair staff is required for setup or cleanup, the renter will be charged labor and or equipment hourly rates as stated on the current rental rate sheet.**
22. Following are the renter’s guidelines regarding **decoration set-up and clean-up**:
 - a. In accordance with the State Fire Marshal’s regulations:
 - Decorating materials must be flameproof
 - No open flames and/or candles allowed
 - Exits must not be obstructed & the hallway in Bldg. E-2 must be clear at all times.
 - b. **NO** nails, tacks, pins, or staples may be used to decorate. **NO** glitter, sprinkles, sparkles, or confetti may be used to decorate. **NO** packaging, scotch, cellophane, or duct tape may be used; **only masking tape** may be used. **Renter will be charged for damages.**
 - c. Fairgrounds does not loan equipment or tools including ladders.
 - d. **No straw or hay** is allowed in buildings (including table decorations).
 - e. Renters are responsible for **clean-up****, including building, surrounding areas and adjacent parking. Removal of all paper products, table covers, etc. (must be put in garbage receptacles **outside**). **The renter at the conclusion of the event must remove everything brought into the building by the renter (food, alcoholic beverages, decorations, trash, etc.).**
23. **No vehicles or Carts** will be allowed in buildings, except for display or approval from Fire Marshal.
24. Renter must provide Fair Management with diagram of event at least 30 days prior to event. Layout should include setup information including aisle width, exits and booth placements indoors and outdoors.
25. **No bottles or cans may be served**. Beverages (**non-alcohol or alcohol**) must be sold and/or served in **cups** - NO glass, bottles, or cans for events held on fairgrounds. **If alcohol is being served**, separate cup types must be used to distinguish alcohol and non-alcohol beverages. Recycling containers for bottles and cans will be provided by Fair.
26. For building rentals, **no alcohol** may be consumed **outside of buildings**. No alcohol allowed on grounds (outdoors) for **building rentals**. Failure to regulate may result in closure of event.
27. If persons under 21 years of age will be in attendance, adequate arrangements must be made to have identifications checked and sufficient supervision must be provided to insure that alcoholic beverages are not sold to, served to, or consumed by minors.
28. All alcoholic beverage stations (bars) must be removed from public view and alcohol not available for consumption after 11:00 p.m. or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first.

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29. Any renter, club or organization planning to sell alcoholic beverages **MUST** obtain a valid liquor license from the Department of Alcoholic Beverage Control, 31 East Channel Street, P.O. Box 150, Stockton, CA 95201. **The renter is required to inform the Fair Office, at the time of reservation, if the renter will be selling alcohol during their event.** If the renter is selling alcohol, the renter **MUST** obtain a letter of permission from the Fairgrounds to sell alcoholic beverages prior to making the application to the Department of Alcoholic Beverage Control. Additionally, the renter **MUST** also obtain a letter from the Turlock Police Department, 900 N. Palm, Turlock, CA granting permission to sell alcoholic beverages. The renter must bring their approved security plan with them to the Turlock Police Department, including the number of security guards (the number is determined by fair management), and the hours for the security (security must be in place throughout the entire scheduled event). A copy of the valid liquor license **MUST** be submitted to the fair office at least 48 hours prior to the event date. During the function, the license **MUST** be posted at the bar serving area. Selling includes the following:
- A. Direct sales of alcoholic beverages
 - B. Selling of drink tickets to exchange for alcoholic beverages
 - C. Including alcoholic beverages in the price of a ticket for the function (dinner ticket, dance ticket, etc.)
30. Anytime the renter collects money and in turn the renter provides alcoholic beverages, a liquor license is required. Renter, or approved caterer with Fair management approval, is the **only authorized** entity to provide alcohol at Fairgrounds facilities. Violation of this policy will result in forfeiture of renter's security deposit and immediate closure of the event.
31. Any items left on the fairgrounds, w/out prior arrangements, are subject to a daily storage fee.
32. Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, birthdays, etc., not sponsored by community or service organizations, may be held at the fairgrounds facilities providing the following:
- A. No admission fee or collection is assessed.
 - B. Admission is by written invitation only.
 - C. Security is provided as required by fair management.
33. The fair office may require an animal inventory form for livestock shows scheduled at the fairgrounds. Failure to submit form, if required, could result in forfeiture of deposit.
34. Renter shall submit a diagram of the event and include all buildings and grounds at least 30 days in advance of event.
35. **Photography and Name Release:** I/we give the Stanislaus County Fair and anyone acting under the authority or permission thereof, the unqualified right to use my name and/or our company name for publication and/or for distribution of photographs, videotapes and/or recordings made of me and/or my/our company representatives, that may be taken at events at which I/we are a tenant of the 38th District Agricultural Association/Stanislaus County Fair and subject to this contract, for any marketing, public relations, publicity and/or other lawful purpose. Further, I waive all right of inspection or approval and irrevocably release Stanislaus County Fair from claims or demands which I or my company may or can have on account of the use or publication or arising of such photographs or information.

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

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City Council Synopsis

October 11, 2016



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From: Michael I. Cooke, Municipal Services Director
Prepared by: Michael I. Cooke, Municipal Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the issuance of Request for Proposal (RFP) No. 16-380 for professional design services for the City of Turlock Component of the North Valley Regional Recycled Water Program

2. DISCUSSION OF ISSUE:

The City of Modesto and the City of Turlock, together with the Del Puerto Water District (DPWD), are partners in the North Valley Regional Recycled Water Program (NVRWP). The purpose of the NVRWP is to convey recycled water from Modesto and Turlock to the Delta Mendota Canal where it will be made available to DPWD for farmland irrigation.

Modesto has started the construction of the Modesto Project Component which will convey recycled water from the Modesto Jennings Road Wastewater Treatment Plant to the Delta Mendota Canal. The Turlock Project Component will convey recycled water from Turlock's Regional Water Quality Control Facility (RWQCF) Harding Drain Bypass pump station to the Modesto Jennings Road Wastewater Treatment Plant, where it will connect to the Modesto Project Component.

The Turlock Component of the NVRWP involves approximately 37,800 linear feet of 36-inch to 42-inch diameter pipeline. The pipeline will extend from the western end of the Harding Drain Bypass Pipeline near the existing standpipe structure on South Carpenter Road, then parallel South Carpenter Road north to West Main Street, then turn west on West Main Street to Jennings Road. At Jennings Road, the pipeline would then turn north for about 1.8 miles. From Jennings Road, the pipeline would then extend west along existing dirt roads through agricultural fields owned by Modesto and terminate at the existing Jennings Plant outfall pump station near the southeastern end of the Jennings Plant.

OK for Agents

A handwritten signature in black ink, appearing to read "Gary R. Hampton".

The City is seeking to issue an RFP from qualified firms to provide professional engineering design and construction bidding services for the City. The qualified firm shall provide construction drawings and specifications, construction bidding services, surveying, geotechnical services and construction management services for the City of Turlock's portion of the NVRWP.

Selection Process and Time Frames

The City has the sole authority to select one (1) or more consultants or teams of consultants for these RFP services and reserves the right to reject any and all proposals. A review committee will be established to review and evaluate the submitted proposals based on the criteria provided in the RFP. Additionally, the committee may, in its sole discretion and in the course of its evaluation, request presentations/demonstrations with one (1) or more selected consultants. While cost is a factor, it will not be the determining factor.

Submission of a proposal indicates acceptance by the proposing consultant of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

All consultants will be notified of the status of the review process. Recommendations and contract award will be presented to the City Council for approval.

3. BASIS FOR RECOMMENDATION:

- A. Provides for the beneficial use of recycled water supplies for agricultural irrigation.
- B. Removes the City's wastewater discharge from the San Joaquin River. The City's current wastewater discharge permit requires the City to cease discharging to the San Joaquin River by December 31, 2019, unless the City uses ultra violet light disinfection instead of chlorine.
- C. Allows the City to secure its right to use recycled water for beneficial use for the benefit of the City and all of its regional partners.
- D. Provides a potential source of revenue to the Water Quality Control Fund.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

1. Municipal infrastructure is integral to public safety and effective service delivery
2. Municipal infrastructure is critical to retain and attract businesses
3. Residents, businesses and visitors rely on:
 - b. Quality and well-functioning wastewater treatment systems with adequate treatment capacity.

Action Item:

3. Maximize the beneficial reuse of recycled water.
4. Maintain adequate wastewater treatment capacity

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funds to pay for the consultant services are located in Fund 410 Water Quality Control. The financial impact cannot be determined until proposals have been submitted and the contract has been negotiated. This information will be provided to City Council when the proposals have been presented and the contracts are presented to City Council for award and approval.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On August 11, 2015, the City Council approved an Environmental Impact Report (EIR) and an Environmental Impact Statement (EIS) for the project in compliance with State and Federal environmental regulations.

7. ALTERNATIVES:

- A. Not issue the RFP and provide direction to staff with a different scope of work or set of tasks. This alternative is not recommended. Completing this work is important to the success of the NVRWP and providing valuable water supplies for farming to the west side of the county and continued compliance with the City's NPDES Permit.



City of Turlock
Municipal Services Department
Regulatory Affairs Division

Request for Proposals
City Contract #16-380

Professional Design Services for the City of Turlock Component of the North Valley Regional Recycled Water Program

The purpose of this Request for Proposals is for professional design services for the City of Turlock Component of the North Valley Regional Recycled Water Program for the City of Turlock.

Submit Proposals to:

City of Turlock
Municipal Services Department
Regulatory Affairs Division
Attention: Garner R. Reynolds
156 South Broadway, Suite 270
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, November 15, 2016
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Garner R. Reynolds, Regulatory Affairs Manager

Municipal Services Department
Regulatory Affairs Division
156 South Broadway, Suite 270
Turlock, CA 95380
(209) 668-5599 Ext. 4407
greynolds@turlock.ca.us

Introduction

The City of Turlock (City) is issuing a Request for Proposals (RFP) from qualified firms to provide professional engineering design and construction bidding services for the City. The qualified firm shall provide construction drawings and specifications, construction bidding services, surveying, geotechnical services and construction management services for the City of Turlock's portion of the North Valley Regional Recycled Water Program (NVRWP). The project involves the construction of a 7.2-mile (approx.) pipeline to convey recycled water by gravity from the City of Turlock's Harding Drain Bypass Pipeline to a pump station at the City of Modesto's Jennings Road Treatment Plant (Jennings Plant) on Jennings Road, where it would combine with recycled water from Modesto for conveyance to the Delta Mendota Canal (DMC). The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this RFP.

The City will evaluate all proposals submitted; however, this RFP does not commit the City to approve an agreement, to pay for any costs incurred in preparation or presentation of a proposal, or to procure an agreement for services.

Background

The City of Turlock Regional Water Quality Control Facility (RWQCF) is a regional facility that treats wastewater from the City's current population of 72,000 including California State University Stanislaus, other institutions, industries, businesses and neighboring Community Service Districts of Denair and Keyes, and primary treated wastewater from the City of Ceres. The RWQCF has been expanded or improved numerous times over the past 90 years. The current permitted capacity of the RWQCF is 20 MGD and is comprised of primary, secondary and tertiary treatment levels before being either recycled for industrial cooling and irrigation or discharged into the San Joaquin River. Recently the City completed a recycled water effluent pipeline and pump station that bypasses the Harding Drain and discharges tertiary treated effluent directly to the San Joaquin River.

The City of Modesto (Modesto) and Turlock, together with the Del Puerto Water District (DPWD), are partners in the NVRWP. The purpose of the NVRWP is to convey recycled water from Modesto and Turlock to the DMC where it will be made available to DPWD for farmland irrigation.

Modesto has started the construction of the Modesto Project Component, consisting of a new recycled water pump station and transmission pipelines, which will convey recycled water from the Modesto Jennings Plant to the DMC. The Turlock Project Component will convey recycled water from Turlock's Regional Water Quality Control Facility (RWQCF) Harding Drain Bypass pump station to the Modesto Jennings Road Wastewater Treatment Plant, where it will connect to the Modesto Project Component.

The Turlock Component of the North Valley Project involves 37,800 linear feet of 36-inch to 42-inch diameter pipeline. The pipeline will extend from the western end of the Harding Drain Bypass Pipeline near the existing standpipe structure on South Carpenter Road, then parallel South Carpenter Road north to West Main Street, then turn west on West Main Street to Jennings Road. At Jennings Road, the pipeline would then turn north for about 1.8 miles. From Jennings

Road, the pipeline would then extend west along existing dirt roads through agricultural fields owned by Modesto and terminate at the existing Jennings Plant outfall pump station near the southeastern end of the Jennings Plant. Previous preliminary design and evaluation has concluded this conveyance from the standpipe to the Jennings Plant can be performed by gravity means.

Recycled water from both cities would be combined and pumped to the DMC (see Figure 1 for approximate alignment) by Modesto's existing River Outfall Pump Station located at the Jennings Plant.

Current flow projections for Turlock are based on their Wastewater Master Plan. The City of Turlock has several long-term commitments for recycled water use from the facility. The first commitment is for up to two (2) mgd for 40 years at Turlock Irrigation District's (TID) Walnut Energy Center. Although the commitment is for up to two (2) mgd, the actual deliveries have averaged one (1.0) mgd. For the sake of assessing availability of recycled water, the contractual commitment of two (2) mgd will be reserved for delivery to TID. The other current recycled water use in Turlock is for irrigation at Pedretti Park. The average irrigation use for the park is assumed to be 0.1 mgd, which was the average use in 2012. Therefore, in calculating the recycled water that would be available for the NVRWP, it is assumed that 2.1 mgd will be reserved for in-City use, leaving 25.4 mgd available at buildout for the NVRWP.

More specific information regarding the Project is detailed in the North Valley Regional Recycled Water Program Facilities Plan Final Report prepared by RMC Water and Environment dated May 2015, Alternative 1 (available on the City's website at the following location XXXX.)

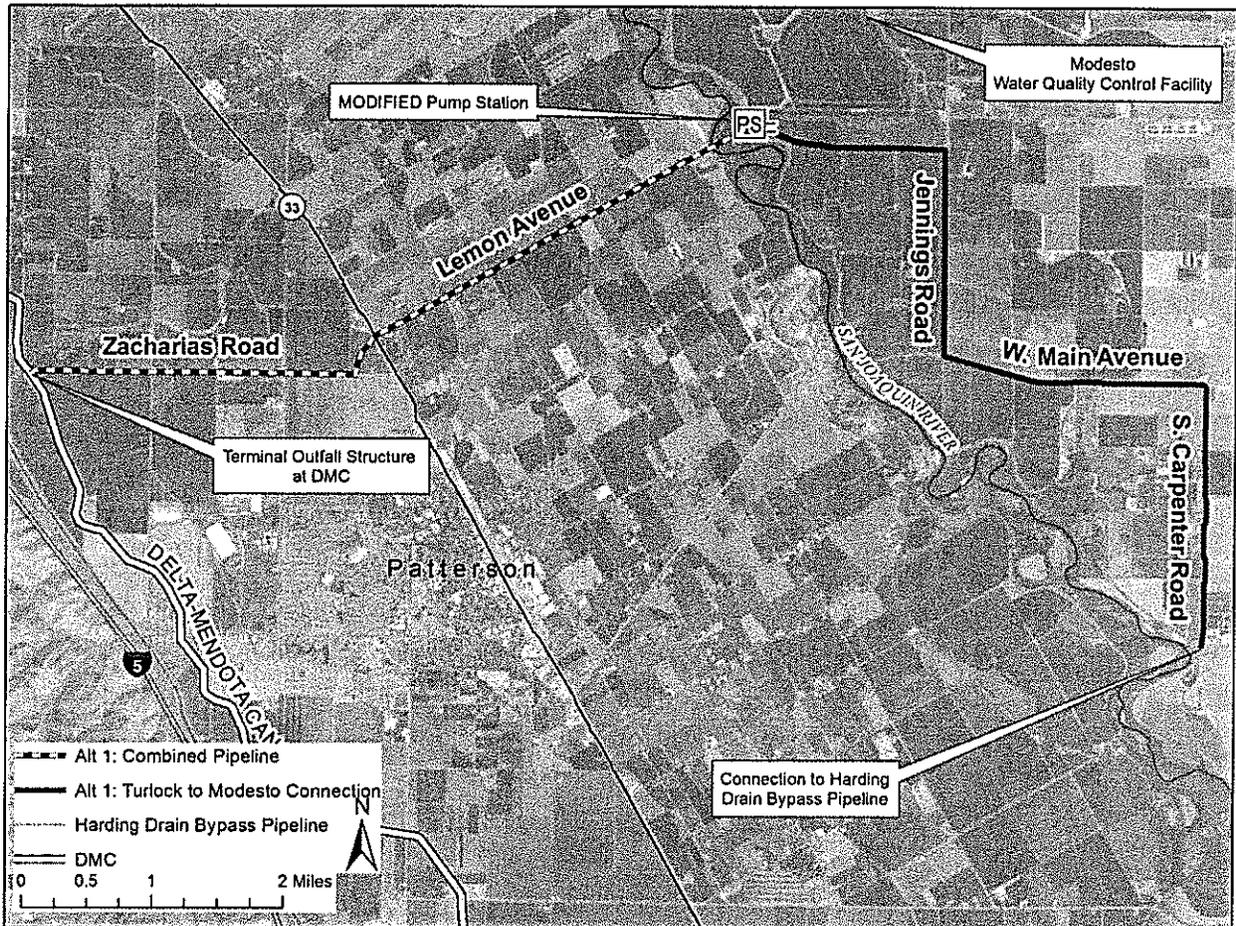


Figure 1

Scope of Services

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

- Design – biddable plans and specifications
- Manage all aspects of the bidding process through the award of bid
- Detailed schedule
- Detailed engineering cost estimate
- Easement, right-of-way, and property acquisition
- Coordination with City of Modesto, various utilities and other public agencies
- Locating existing utilities and identifying any necessary utility relocation.
- Identification of required easements, right-of-way and/or construction permits.
- Survey and/or geotechnical studies.
- Permitting, including all necessary construction-related permits and coordination with RMC Water and Environment*
- Conduct regular design meetings with City Staff
- Submit 50% and 95% plans for City staff review and comment
- Submit specifications and estimates with 95% plans
- Submit 100% plans, specifications and estimates in both electronic and hard copy formats

*The City of Turlock is under contract with RMC Water and Environment for RMC, with support from Horizon Water and Environment, provide regulatory permitting support and assistance for the Turlock Component of the North Valley Regional Recycled Water Program (Exhibit B). RMC understands that the City will engage a design engineer for development of construction contract package for construction of the project by an independent contractor. The Permits to be obtained by RMC include the following:

- California Department of Fish and Wildlife Streambed Alteration Agreement
- Clean Water Act Section 404 Permit
- CESA Incidental Take Permit for Swainson's Hawk
- Section 401 Water Quality Certification

The Consultant may be responsible for additional agency approvals including, but not limited to:

- Stanislaus County
- CA Regional Water Quality Control Board
- CA Department of Fish & Game (Stream Alteration Permits)
- CA Department of Transportation
- CA Department of Water Resources
- Turlock Irrigation District (TID)
- Pacific Gas and Electric (PG&E)
- Army Corp of Engineers (ACOE)
- Union Pacific Railroad (UPRR)

Alternate Services:

- Construction Management Services

Assumptions

With City Council approval, the successful Consultant shall be awarded a contract for these services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical reports or data. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Professional Services Agreement.

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

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least five (5) working days prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not

respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

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

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Project Team and Experience – Consultant’s key employees, agents, and sub-consultants, which the proposer anticipates assigning to this project, type of work to be performed, and availability of each individual. Include most recent projects for which the consultant’s proposed team has performed services of similar scope, size, and complexity with a brief description of the services performed, which team member performed the services, the dollar amount of the contract, and the date the project was completed. If project is in progress, provide estimated completion date and indicate responsibilities for that project. Resumes are to be included as an appendix with a summary of the qualifications, education, degrees, specializations, licenses, and experience for each individual project team member. The project team shall remain consistent throughout the life of the project. The City shall consent to a change in the project team before the change occurs.
3. Project Schedule – Proposed schedule for all services necessary to complete the project, specifying the major tasks, the expected time to complete each task, and the interdependency of the tasks.
4. Estimated Level of Effort – Estimate of staff time, by task presented in the project schedule. This section shall not include any estimate of costs.
5. Proposed Compensation – Provide a cost proposal identifying the overall multiplier; direct labor costs; and expenses, including travel and high-end computer use. The cost proposal shall include the costs to be charged to the City by task.
6. Background – Provide background and history of the company’s consulting experience which specifically addresses the organization’s knowledge and experience as related to this RFP. A resume attachment is acceptable;
7. Services and History– Provide a list of available services as well as a listing and description of work completed for projects related to this RFP including project costs within the last five (5) years;

8. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
9. Public Agencies – Include narrative description of experience with public agencies, if any;
10. References – Provide three (3) or more references that can supply information on the quality of the services provided by your firm during the past two (2) years. In addition, include descriptions of three (3) samples of work related to this RFP that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three (3) samples of work provided.
11. Pending Claim/Litigation – The consultant shall provide a statement of all claims/litigation (pending and finalized) the consultant has been involved with in the past five (5) years.
12. Exceptions to Agreement
A sample Consultant Agreement is included for your reference (see Exhibit A). Please review the sample agreement carefully with your legal and/or insurance representative.

You are REQUIRED to submit any questions, concerns or language change requests regarding this agreement in writing included in the designated section of the Proposal. Note: firms choosing not to provide any comments in writing included in the Proposal are assumed to agree with the agreement in its entirety, as written, no exceptions.
13. Insurance Certificate
 - The successful consultant will be required to provide proof of insurance. Refer to Section 5: Insurance Requirements of Attachment A for a description of types of coverage and dollar amount limits required.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP.

The consultant shall describe any additional work that would enhance the project that is not covered in this RFP

The proposal shall be limited to 20 pages and must include a minimum of three (3) recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 20-page proposal, provided they are located in an appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to their preference, it must be clear and concise.

The proposal is expected to be clear, concise and respond to the requirements. Unnecessarily elaborate or glossy proposals are neither expected nor desired.

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

Contractual Requirements

A signed contract for services between the City and Consultant will serve as a basic document during the term of the agreement. A copy of the contract template is provided in this RFP.

Proposal Submission

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

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

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP. The final selection will be based on completeness, experience with agencies, and experience in similar projects, technical merit, cost competitiveness and time to perform. It is the City's intention to select one firm that has sufficient expertise to complete the work on time and within budget. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (15 pts),
 - b. Record of the Consultant in accomplishing similar work within the required time, and within any established budget (10 pts),

- c. Technical approach (15 pts),
 - d. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (3 pts)
 - e. Extent of Consultant's organization (3 pts),
 - f. Cost (4 pts).
4. A selection committee will review and rank the all proposals received from consultants for the work type specified within this RFP.

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

Selection Interviews

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

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, December 13, 2016.

RFP SCHEDULE:

The anticipated milestones are:

MILESTONE	DATE
Proposals Due	November 15, 2016
Interviews	Week of November 28, 2016
Notification of Selection	Early December 2016
Council Acceptance of Agreement	December 13, 2016

The City wishes to thank you in advance for your interest in providing a proposal for professional design services for the City of Turlock component of the North Valley Regional Recycled Water Program. Should you have any questions about the RFP or selection process, please contact me at (209) 668-5599 ext. 4407 or greynolds@turlock.ca.us

Sincerely,

Garner R. Reynolds
 Regulatory Affairs Manager
 Municipal Services Department



**AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and**

_____ **for** _____
CITY PROJECT NO. XX-XX

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit _____. CONSULTANT shall provide Services that are acceptable to CITY.
- 2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.
- 3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

ATTENTION

RED PORTIONS SHOULD BE REMOVED AND BLUE PORTIONS FILLED IN.

This contract is for special services and advice with regard to **ARCHITECTS, ENGINEERS, and SURVEYORS.**

Bid not required. If used for bid contract, remove the words "in accordance with California Government Code §37103," in the first paragraph.

REMOVE "OK FOR AGENDA" BEFORE MAILING CONTRACTS FOR SIGNATURE. Thank you.

OK for Agenda

NOTE: USE THIS COMPENSATION PARAGRAPH FOR MULTI-YEAR AGREEMENTS

4. COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed _____ and No/100ths Dollars (\$_____). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

4. TERM OF AGREEMENT: This Agreement shall become effective _____ and end _____, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless

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

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

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

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

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

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

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

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

Agreement.

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

9. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work

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

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

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

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

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

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

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

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

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

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

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

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

20. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

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 CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment

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

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: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for CONSULTANT:

PHONE: _____
FAX: _____

for CITY:

CITY OF TURLOCK
ATTN: _____
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. _____
FAX: (209) _____

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

Name of City Employee _____
Department _____
156 S. Broadway, Suite _____
Turlock, California 95380-5456
or 244 N. Broadway _____
Turlock, California 95380-4737
Telephone: (209) 668-_____
E-mail: _____@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or

Gary R. Hampton, City Manager

Date: _____

By: _____
Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

City Council Synopsis

October 11, 2016



5F



From: Michael I. Cooke, Municipal Services Director

Prepared by: Garner Reynolds, Regulatory Affairs Manager
Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to participate in negotiations establishing the West Turlock Sub-basin Groundwater Sustainability Agency, with the City of Turlock's preference to participate as a voting board member subject to future City Council approval of the Joint Powers Authority agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency

2. DISCUSSION OF ISSUE:

In September of 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law by Governor Brown and went into effect in January of 2015. The intent of SGMA is to require the sustainable management of groundwater at the local level. SGMA requires local agencies to form at least one Groundwater Sustainability Agency (GSA) for each groundwater basin prior to July 1, 2017, along with developing a Groundwater Sustainability Plan (GSP) for high and medium priority basins by January 31, 2022.

A GSA is responsible for developing and implementing a GSP to meet the sustainability goal of the basin to ensure that it is operated within its sustainable yield, without causing undesirable results. The consequence for not forming a GSA or developing and implementing a GSP by the deadlines is the potential intervention by the State Water Resources Control Board (SWRCB) in local groundwater resources management. This intervention could result in interim management plans and charging local agencies an interim management fee.

Discussions on the development of the GSA are being held through the Turlock Groundwater Basin Association (TGBA) which was formed in 1995 and meets on a monthly basis. The meetings provide a forum for local agencies to discuss challenges and successes pertaining to groundwater management within the Turlock Sub-basin and to work together to achieve compliance with SGMA.

OK for Agenda
[Signature]

Currently there are two (2) proposed GSAs for the Turlock Sub-basin: West Turlock Sub-basin GSA and East Turlock Sub-basin GSA. The TGBA functions as a forum for all agencies to work together on a sub-basin-wide level with each proposed GSA holding a formation committee meeting every two (2) weeks. It is anticipated that the two GSAs will work together to create a single Groundwater Sustainability Plan for the entire sub-basin.

West Turlock Sub-basin Groundwater Sustainability Agency (WTSB GSA)

The WTSB GSA has a formation committee working on the terms of a potential Joint Powers Agreement (JPA) for the GSA. The formation committee for the WTSB GSA currently consists of the following local agencies: Turlock Irrigation District, City of Turlock, City of Ceres, City of Waterford, City of Hughson, City of Modesto, Stanislaus County, Merced County, Delhi Community Water District, Hilmar Community Water District, Stevinson Water District, Denair Community Services District, Keyes Community Services District, Ballico-Cortez Water District, Monterey Park Community Services District, East Stanislaus Resource Conservation District, and Sand Creek Flood Control District.

WTSB GSA's boundaries are generally described as the Turlock Irrigation District boundary to the east, the Tuolumne River to the north, the Merced River on the south, and the San Joaquin River to the west.

As the City of Turlock's service boundaries are within the WTSB GSA's boundary, it is important for the City to be a full voting member in the WTSB GSA. It is important the City has a voice and vote with regards to policy decisions and implementation regarding groundwater sustainability within the WTSB GSA. After Turlock Irrigation District, the City of Turlock is the second largest groundwater pumper in the region and accounts for approximately 18% of the groundwater used in the WTSB. Currently, the City is entirely reliant on groundwater for its potable water supply. In the future, we anticipate developing a surface water supply; nevertheless, the City will continue to rely on groundwater to meet some of its water needs, particularly during summer peak demands.

The City Attorney has reviewed the preliminary draft of the JPA document.

East Turlock Sub-basin Groundwater Sustainability Agency (ETSB GSA)

The ETSB GSA has a formation committee working on the terms of a potential JPA for the GSA. However, it is further behind and once the committee has completed drafting the JPA, staff will bring it to City Council for further consideration, including the level of participation.

Currently, the two proposed GSA's are working through the Joint Powers Authority (JPA) agreements that establish the GSA's. Once negotiations are complete and the JPA's are finalized, staff will bring them back to City Council for consideration and final approval. At that time, the Council will make the final decision whether the City of Turlock participates in either or both GSAs as a full voting member or in some lesser capacity.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock solely relies on groundwater for its water supply. It is of critical importance that the City participate in the negotiations establishing the GSAs and become a full voting member on the WTSB GSA. This will allow the City to have a voice and vote with regards to groundwater sustainability within the western portion of the Turlock Sub-basin.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

- 3. Residents, businesses and visitors rely on:
 - a. High quality and adequate drinking water.

Action Item:

- 2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund. Over time, however, it is anticipated that there will be significant expenses associated with preparing a Groundwater Sustainability Plan (GSP). This is an unfunded state mandate and will be paid from the Water Enterprise Fund 420.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not authorize the City of Turlock's participation in negotiations as a potential voting member in the WTSB GSA. This alternative is not recommended as the City should be directly involved in decisions and policies on groundwater sustainability within the Turlock Sub-basin which will directly affect the City's long-term water supply.

City Council Synopsis

October 11, 2016



From: Kellie Jacobs-Hunter, Administrative Services Director
 Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee
 Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-370 and Contract No. 16-123 to Ray Morgan Co. of Modesto, for printer maintenance and management system for all LaserJet printers throughout City departments, in an annual amount not to exceed \$36,100.33 and a total amount of \$108,300.99 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-370 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The City currently has eighty-two (82) desktop printers that require preventative maintenance and management system. Printer maintenance and management system has proven to be cost effective for the City by minimizing printer repairs, improving productivity, sustaining consistent quality, and providing savings year after year.

The printer maintenance portion of the agreement will cover service calls, labor, toner, and all replacement parts necessary to keep the equipment working within the manufacturer's specifications. In addition, the management system will include a tracking system for printer usage and help identify cost saving measures.

The examples provided below illustrate average costs with and without a maintenance agreement.

Example: The average cost **With** a Maintenance Agreement:

Based on Hewett Packard LaserJet - Model No. 4015							
Service call Rate	Toner price	Parts	Cost Per Print	X	Average Monthly Prints	Monthly Cost	Annual Cost
Included	Included	Included	0.01	X	6729	\$67.29	\$807
10,000 print per toner			Annual Prints: 80,748			8 toners per year	

OK for Agenda
 from ARH.

Example: The average cost **WITHOUT** a Maintenance Agreement:

Based on Hewlett Packard LaserJet - Model No. 4015							
Service call Rate	Toner price	Parts	Cost Per Print	X	Annual Toner Cost	Annual Service Call X 2	Annual Cost
\$157	\$189	Additional Cost	None	X	\$1,512	\$314	\$1,826
10,000 print per toner			Annual Prints: 80,748		8 toners per year		

The City will save approximately \$1,019 per unit with a maintenance agreement, based on the average print count and equipment. Without a maintenance agreement the City will have to pay a standard rate charge of \$157 per hour for service calls, plus additional fees for replacement parts and supplies.

On July 26, 2016 the Purchasing Department issued a formal bid for printer maintenance and management system by Request for Proposal (RFP) No. 16-370. Four (4) vendors were solicited and three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The Purchasing Department evaluated the bids and the bid recap is shown below:

	Description	Estimated Meter Count	ARC Document Sol LLC Walnut Creek, CA 94596 ①	AMTeck Computer Services San Clemente, CA 92673 ②	Ray Morgan Co. Modesto, CA 95354 ③
1	Cost Per Page:				
	OEM Toner for Black/White Print		\$ 0.03	\$ 0.033	\$ 0.0138
	OEM Toner for Color Print		\$ 0.14	\$ 0.064	\$ 0.0980
2	Estimated Cost per Page Average				
	Compatible Toner for Black/White Print			\$ 0.024	\$ 0.0138
	Compatible Toner for Color Print			\$ 0.039	\$ 0.0980
3	OEM - Meter Count for B/W	607861	\$ 18,235.83	\$ 20,059.41	\$ 8,388.48
4	OEM - 2015/16 Meter Count for Color	282,774	\$ 39,588.36	\$ 18,097.54	\$ 27,711.85
	Total for OEM:		\$ 57,824.19	\$ 38,156.949	\$ 36,100.33
5	Compatible Toner for B/W	607861	No bid	\$ 14,588.664	\$ 8,388.48
6	Compatible Toner for Color	282774	No bid	\$ 11,028.186	\$ 27,711.85
	Total for Compatible:			\$ *25,616.850	\$ *36,100.33
<i>*the use of compatible toners has created issues in the past with ink spilling into City printers creating unnecessary repairs.</i>					

Smile Business Products of Lathrop, CA did not submit a bid proposal and ARC Document Solutions, LLC of Walnut Creek, CA did not submit a complete bid proposal. Staff is seeking authorization to award RFP No. 16-370 and Contract No. 16-123 to Ray Morgan Co. of Modesto.

Ray Morgan Co. of Modesto, met all the specifications of RFP No. 16-370 and was the lowest responsive and responsible bidder. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder.

Ray Morgan Company has been doing business with the City of Turlock since 2011 and is familiar with the City's printer maintenance and management system. Ray Morgan Company has trained and experienced technicians and response times of four (4) hours or less for service calls.

3. BASIS FOR RECOMMENDATION:

- A. Pursuant to Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.
- B. Per the direction of the City's IT Department, the use of compatible toners (after market toners) has created issues in the past with ink spilling into City printers creating unnecessary repairs.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

- 5. Actively manage all contract for services.
 - a. Enforce clearly stated and agree upon standards.

Action Item:

- 2. Identify all existing contracts and identify management responsibility/oversight.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Annual amount not to exceed \$36,100.33 and \$108,300.99 for a period of thirty-six (36) months.

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts for printer maintenance and management system in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement. This alternative is not recommended because the City does not have certified technicians to service and/or maintain City printers.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
RAY MORGAN COMPANY
for
PRINTER MAINTENANCE AND MANAGEMENT SYSTEM
CITY CONTRACT NO. 16-123

THIS AGREEMENT is made this 11TH day of October, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "**CITY**" and **RAY MORGAN COMPANY**, a California Corporation, hereinafter referred to as "**SERVICE PROVIDER**."

WITNESSETH:

WHEREAS, CITY has a need for printer maintenance and management system; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: SERVICE PROVIDER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SERVICE PROVIDER shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay SERVICE PROVIDER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed One Hundred Eight Thousand Three Hundred and 99/100^{ths} Dollars (\$108,300.99). SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning October 12, 2016 and ending October 12, 2019, subject to CITY's availability of funds.

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by SERVICE PROVIDER for Default of CITY. Should CITY

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

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

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

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

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

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

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

hereafter enacted. Further, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: SERVICE PROVIDER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: SERVICE PROVIDER shall maintain adequate records to permit inspection and audit of SERVICE PROVIDER's time and material

charges under this Agreement. SERVICE PROVIDER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for **CONTRACTOR:** **RAY MORGAN COMPANY**
ATT: VINCE MUNGUIA
1214 11TH ST. #1
MODESTO, CA 95354
PHONE: (209) 900-6302
FAX: (209) 472-7578
EMAIL: VMUNGUIA@RAYMORGAN.COM

for **CITY:** **CITY OF TURLOCK**
ATTN: KELLIE JACOBS-HUNTER
ADMINISTRATIVE DIVISION
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1104
EMAIL: kjacobs-hunter@turlock.ca.us

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

Lisa Quiroga, Purchasing Coordinator
Administrative Services Department Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: (209) 668-5402
Fax: (209) 668-5695
Email: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

RAY MORGAN COMPANY

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

**SECTION 1
CITY OF TURLOCK
PRINTER MAINTENANCE AND MANAGEMENT PROGRAM
SPECIFICATIONS / SCOPE OR WORK**

1.1 Scope

The Service Provider shall provide all materials and labor necessary for this service at the request of the City of Turlock. The City of Turlock does not guarantee that a subsequent RFP will be issued. Should an RFP be issued, the terms and conditions referenced in the RFP are not guaranteed to remain exactly the same.

1.2 Program

Cost: The City of Turlock print management program will be charged a cost per copy basis only. All services and materials will be included in this one fee, no additional costs, fees; minimum billing or minimum print requirements shall be charged to the city during the contract period. The cost of paper is not to be included for print management cost per copy. The City will purchase all paper products separate from this program. The City currently estimates seventy-six (76) desktop printers throughout the City. Total paper usage is one (1) million sheets annually. Printers are mandated to have network capabilities with a few exceptions that are stand alone. A physical inventory shall be necessary to verify all printer locations.

Hardware: The print management program will include all maintenance, parts, supplies (including all toners for LaserJet) plus the replacement of end of life or non-repairable printers under the price per copy program. This program does not include multi-functional copy machines that are under a maintenance contract/lease with the City.

City of Turlock has standardized all printers to be Hewlett Packard brand. A list of standard models will be provided, hereby attached as **Exhibit H**. Service provider shall not deviate from this without written permission from the City of Turlock Technology and Information System department.

Any equipment upgrades shall be covered under the cost per page program.

All new equipment shall be at the discretion of the City's Technology and Information Systems Department (TIS). Equipment that has not been pre-approved shall be removed at no charge to the City and replaced with approved equipment. **All new equipment shall be covered under the cost per copy program. Removal and consolidation of equipment shall be at the city's discretion and shall be covered under the cost per copy program.**

All replacement equipment shall have a three (3) year life cycle. At this time equipment shall be replaced with equipment that has the newest technological advance at no charge to the City. All equipment shall be repaired or replaced within four (4) hours of confirmation of service call. The four (4) hours shall be during normal working hours Monday through Friday.

City Departments and Locations

Turlock Police Department	Locations
Police Administration Division	244 North Broadway
Police Operation Division	244 North Broadway
Police Detective Division	244 North Broadway
Police Records	244 North Broadway
Fire Neighborhood Preservation Division	244 North Broadway
Police Animal Control Services	801 S. Walnut Road
Turlock Fire Services Department	Locations
Fire Administration	244 North Broadway
Fire Station No. 1	540 E. Marshall
Fire Station No. 2	791 S. Walnut Road
Fire Station No. 3	501 E. Monte Vista
Fire Station No. 4	2820 N. Walnut Road
Development Services Department	Locations
Engineering Division	156 S. Broadway, Ste 150
Planning Division	156 S. Broadway, Ste 120
Building & Safety Division	156 S. Broadway, Ste 130
Municipal Services Department	Locations
Municipal Services Administration	156 S. Broadway, Ste 270
Fleet Maintenance Shop	701 S. Walnut Road
Public Facilities Maintenance Division	701 S. Walnut Road
Utilities Division	701 S. Walnut Road
Electrical Maintenance Division	901 S. Walnut Road
Water Quality Control	901 S. Walnut Road
Water Resource	901 S. Walnut Road
Administrative Services Department	Locations
Manager's Office	156 S. Broadway, Ste 230
City Attorney	156 S. Broadway, Ste 240
Human Resources Division	156 S. Broadway, Ste 235
Finance Division	156 S. Broadway, Ste 110 and Ste 112
Housing Division	156 S. Broadway, Ste. 250
Parks, Recreation & Public Facilities Maint. Department	Locations
Recreation	144 S. Broadway
Public Facility Maintenance	701 S. Broadway

1.3 Reporting

A detailed procedure for locating, tagging and monitoring the City's printers shall be submitted with this proposal. A timeline is also necessary of this execution. Failure to submit this procedural plan will void the proposal finding it non-responsive. A detailed and comprehensive inventory of current printers in the City by location, room and/or office plus model shall be supplied. The City's print management program shall be designed and implemented from this report.

Monthly management reports of print volume data, usage tracking and cost by location shall be made available for all equipment in the print management program. Reports must have capabilities to view usage at the office at each location

Reports shall state when and when equipment has been placed with model number. All reporting shall be at no additional charge to the City.

The awarded proposer shall have an on-site dedicated employee who is fully trained and experienced to respond to daily printer technical and mechanical issues. This dedicated employee shall also address preventive maintenance for all printing devices and be responsible for all training at all sites.

The City requires that the dedicated employee uphold the same standards of conduct as all City employees. The dedicated employee shall comply with Level two (2) screening and shall have visible identification at all times. Proposers utilizing third parties or subcontractor must be approved by the City before contract is awarded.

1.4 Service Provider's Responsibilities

- 1). A detailed procedure for locating, tagging and monitoring the city's printers
- 2). Procedure for reporting print counts.

1.5 Parts and Materials

All service and repair parts shall be original equipment manufacturer (OEM) requirements.

1.6 Quality Compatible Toner Cartridges

Service Provider must offer a 100% guarantee and with a greater yield/lifespan over the OEM supplies for all compatible toner cartridges.

1.7 Requirement for Criminal Background Checks

The Service Provider warrants they are supplying employees who have passed a background check(s). The Service Provider warrants they are screening employees for (Check: Choose from the list below) in a background check. Service Provider agrees to defend, indemnify and hold harmless the City it's officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.



BID PROPOSAL EXHIBIT 'A'
Page 1 of 4

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP 16-370

BID DUE DATE: AUGUST 16, 2016

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

PRINTER MAINTENANCE AND MANAGEMENT SYSTEM

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

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

Company: Ray Morgan Company, Inc

Address: 1214 11th St #1 Modesto, Ca. 95354

Telephone Number: (209) 900-6302 Fax Number: (209) 472-7578

E-Mail Address: vmunguia@raymorgan.com

Authorized Representative: Vince Munguia

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for printer maintenance & management system, at the prices indicated herein.



BID PROPOSAL EXHIBIT 'A'

Pricing must be submitted for maintenance, toner, preventative maintenance and maintenance kits on a cost per copy per month.

Bid Sheet

Cost per Page for B/W \$.0138 Fixed 3 Years

Cost per Page for Color \$.098 Fixed 3 Years

Does your proposal include the following parts under this System?

1	Toner	Yes X	No <input type="checkbox"/> Reason:
2	Developer	Yes X	No <input type="checkbox"/> Reason:
3	Fuser Oil	Yes X	No <input type="checkbox"/> Reason:
4	Cleaning rolls	Yes X	No <input type="checkbox"/> Reason:
5	Drum	Yes X	No <input type="checkbox"/> Reason:
6	Fuser rollers	Yes X	No <input type="checkbox"/> Reason:
7	Cleaning blade	Yes X	No <input type="checkbox"/> Reason:
8	Various lamps	Yes X	No <input type="checkbox"/> Reason:
9	Clutches	Yes X	No <input type="checkbox"/> Reason:
10	Paper feed tires	Yes X	No <input type="checkbox"/> Reason:
11	Type of Toner	OEM Toner X	Compatible Toner X

List any extra charges not described above: NONE

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

Early Pay Discount: A None % 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 X No (Note: if yes, please enter your Business Tax Certificate number _____)
 *** To be provided pending outcome

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 X Yes No (Note: Complete Exhibit F and submit with bid proposal)

Order/service Contact provide the following information about the City's contact for service or order:

Name:	Kuma Adamafio
Phone Number:	209.623.4027
Fax Number:	209.472.7578
Cell Number:	209.298.7671
Email Address:	kadamafio@raymorgan.com



BID PROPOSAL EXHIBIT 'A'
Page 3 of 4

Delivery (if applicable)

Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance

Bidder, have complied with the specifications, terms and conditions of this bid?
E Yes E No

A "NO" answer requires a detailed explanation giving reference to all deviations, on Exhibit D.

Addendums (if applicable): None

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

Terms

- 1) Sales tax will be added at time of purchase.
- 2) Prices are F.O.B. Turlock.
- 3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

**Non-discrimination of the Handicapped:
Policy Statement**

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



BID PROPOSAL EXHIBIT 'A'

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

Transportation of Hazardous Materials:

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

Drug Free Workplace

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

Offer and Acceptance

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

(If applicable) Service Provider's License No. Expiration Date:

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

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

Company Name: Ray Morgan Company

Signature of Authorized Representative:

Federal Tax ID Number : 94-1461160

**Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.*

City Council Synopsis

October 11, 2016



From: Kellie Jacobs-Hunter, Administrative Services Director
Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-374 and Contract No. 16-127 to Protech Security & Electronics, Inc. of Merced, for security and fire alarm monitoring services for City buildings, in an annual amount not to exceed \$8,376 and a total amount of \$25,128 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-374 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The City currently has four (4) City owned/leased buildings which require 24-hours/per day, 7-days/per week security and fire alarm monitoring services. Security and fire alarm monitoring services include but are not limited to fire, panic, low battery monitoring and security monitoring for possible burglaries and panic alarms. Monitoring services also provide annual fire alarm maintenance and testing in accordance to the National Fire Protection Association (NFPA) and the California Fire Code.

On August 23, 2016 the Purchasing Department issued an informal bid for security and fire alarm monitoring services by Request for Proposal (RFP) No. 16-374. Four (4) vendors were solicited and two (2) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The Purchasing Department evaluated the bids and the bid recap is shown below:

Description	Protech Security & Electronics, Inc.	B.I.C. Security Systems
Security & Fire Alarm Monitoring & Annual Inspection Total Bid	\$ 8,376	\$10,980

OK for Agenda
Jim R. L. H.

Both Universal Security & Fire Corporation of San Jose, CA and Western States Fire Protection Co. of Hayward, CA did not submit bid proposals. Staff is seeking authorization to award the RFP No. 16-374 and Contract No. 16-127 to Protech Security & Electronics, Inc. of Merced, CA.

Protech Security & Electronics, Inc. of Merced, met all the specifications of RFP No. 16-374 and was the lowest responsive and responsible bidder. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder.

Protech Security & Electronics, Inc. of Merced has been doing business with the City of Turlock since 2010 and is familiar with the City's security and fire alarm monitoring services. Additionally, Protech Security & Electronics, Inc. has trained and experienced technicians and minimum response times of sixty (60) minutes or less.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

5. Actively manage all contract for services.
 - a. Enforce clearly stated and agree upon standards.

Action Item:

2. Identify all existing contracts and identify management responsibility/oversight.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Annual amount not to exceed \$8,376 and a total amount of \$25,128 for a period of thirty-six (36) months.

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts for security and fire alarm monitoring services.

110-10-112.43005_000 General Government Alarm Monitoring

110-20-200.43005_000 Police Alarm Monitoring

110-30-300.43005_001 Fire Station 1 Alarm Monitoring

426-40-415.43005_000 Transit Alarm Monitoring

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement. This alternative is not recommended because City staff is not licensed to perform specialized services for annual fire alarm maintenance and testing (in accordance to the National Fire Protection Association (NFPA) and the California Fire Code) or provide 24-hours/per day, 7-days/per week monitoring services.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
PROTECH SECURITY & ELECTRONICS, INC.
for
SECURITY & FIRE ALARM MONITORING SERVICES
CITY CONTRACT NO. 16-127

THIS AGREEMENT is made this 11TH day of October, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "**CITY**" and **PROTECH SECURITY & ELECTRONICS, INC.**, a California Corporation, hereinafter referred to as "**SERVICE PROVIDER.**"

WITNESSETH:

WHEREAS, CITY has a need for security and fire alarm monitoring services; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: SERVICE PROVIDER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SERVICE PROVIDER shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay SERVICE PROVIDER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed Twenty Five Thousand One Hundred Twenty Eight and 00/100^{ths} Dollars (\$25,128.00). SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning October 12, 2016 and ending October 12, 2019, subject to CITY's availability of funds.

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by SERVICE PROVIDER for Default of CITY. Should CITY

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

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

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

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

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

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

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

hereafter enacted. Further, SERVICE PROVIDER shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: SERVICE PROVIDER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: SERVICE PROVIDER shall maintain adequate records to permit inspection and audit of SERVICE PROVIDER's time and material

charges under this Agreement. SERVICE PROVIDER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

**for CONTRACTOR: PROTECH SECURITY & ELECTRONICS, INC.
ATT: GERRY ADAMS
1322 7TH STREET
MODESTO, CA 95354
PHONE: (209) 571-1174
FAX: (209) 521-9034
EMAIL: GERRY@PROTECHSECURITY.US**

**for CITY: CITY OF TURLOCK
ATTN: KELLIE JACOBS-HUNTER
ADMINISTRATIVE DIVISION
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1104
EMAIL: kjacobs-hunter@turlock.ca.us**

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

Lisa Quiroga, Purchasing Coordinator
Administrative Services Department Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: (209) 668-5402
Fax: (209) 668-5695
Email: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

**PROTECH SECURITY &
ELECTRONICS, INC.**

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**SECTION 1
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 16-374
SECURITY & FIRE ALARM MONITORING SERVICES**

SPECIFICATIONS / SCOPE OR WORK

1.1 SCOPE OF WORK

- a) Contractor to provide annual fire alarm maintenance and testing in accordance to the National Fire Protection Association (NFPA) and the California Fire Code, and a 24-hour per day monitoring services for fire alarm systems located at:

- 1) 156 South Broadway, Turlock City Hall site
- 2) 244 North Broadway, Turlock Public Safety Facility
- 3) 701 South Walnut, Turlock CNG Bus Maintenance Building
- 4) 540 East Marshall, Turlock Fire Department Station #1

Repair services shall also be provided as needed.

- b) Contractor will provide all labor, equipment and materials for annual maintenance and testing in accordance to the NFPA and the California Fire Code and provide 24-hour per day/7 days per week monitoring for Turlock City Hall. The monitoring shall include system signals including but not limited to instances fire, panic and low battery. Monitoring shall include 24-hour central station monitoring of fire alarm systems regardless of brand. Monitoring station must be UL listed. Cost of programming shall be the responsibility of the Contractor. If any additional equipment is to be required by the vendor for monitoring purposes, the equipment is to be required by the vendor for monitoring purposes, the equipment and associated costs (installation, additional phone line, etc.) is listed on the Bid Proposal Form, Exhibit A of this document.
- c) Labor for any repair service call during the life of the contract shall be at the hourly rate attached hereto as Exhibit 'A'. Emergency response services, which would consist of after hour requirements of the Turlock City Hall system, shall be at the Contractor's overtime rate provided. The hourly rate for normal or emergency services shall include labor for peripheral part replacement and all travel costs. Repair parts, not related to the fire control panel, will be separately approved and invoiced per terms of this contract. Minimum response time from the time a call is placed to the contact shall not exceed sixty (60) minutes.

1.2 SPECIAL REQUIREMENTS AT THE TURLOCK PUBLIC SAFETY FACILITY & OTHER FACILITIES

Due to security clearance requirements and training needs at specific facility, including Police Department cell, the same technician(s) must be assigned to those facilities for minimum of one (1) year. Service Provider Technician must have a security clearance, prior to the award of the contract at the cost of the Service Provider and any new replacement will follow the same requirements.

1.3 CONTRACTOR PERSONNEL/LICENSE REQUIREMENTS

Contractor shall be licensed by the State of California for an electrical license. The license should be applicable to the requirements and regulations under California State Statute as it applies to

Class C-10 licenses.

1.4 CHANGES

The City reserves the right to add or delete facilities at any time during the life of the contractor resulting extensions, with twenty (21) days written notice to the service provider. If there are no comparable facilities, the price shall be negotiated by the City with the Service Provider.

CITY OF TURLOCK
BID FORM

BID NO RFP 16-374

BID DUE DATE: August 23, 2016

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

"SECURITY & FIRE ALARM MONITORING SERVICES"

- 1) Return original bid to: City of Turlock
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
- 2) Price shall be for 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 : PROTECH SECURITY & ELECTRONICS, INC.

Address: 1322 7th Street

City/State/Zip MARLETO, CA 95354

Telephone Number: 209-571-1174

Fax Number: 209-521-9034

Email Address: GERAY@PROTECHSECURITY.COM

Authorized Representative (Print) GERAY ADAMS

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Security & Fire Alarm Monitoring Services, at the prices indicated herein.

BID PROPOSAL EXHIBIT 'A'

Page 2 of 4

BID SHEET - AMENDED

Location	Duration	Provide Underwriter Laboratories Certificate - Monthly Price	X	(A) Total Price	Type of Service **All to include Annual Fire Inspection**	Price	X	(B) Total Price
City Hall 156 S. Broadway	Monthly	\$ 10 ⁰⁰	X 12	\$ 120 ⁰⁰	Security & Fire Alarm Monitoring	\$ 38 ⁰⁰	X 12	\$ 1,056
Public Safety Facility 244 N. Broadway	Monthly	\$ 10 ⁰⁰	X 12	\$ 120 ⁰⁰	Fire Alarm Monitoring	\$ 480 ⁰⁰	X 12	\$ 5,760
CNG Building 701 S. Walnut	Annual	\$ 120 ⁰⁰	X 1	\$ 120 ⁰⁰	Fire Alarm Monitoring	\$ 540 ⁰⁰	X 1	\$ 540 ⁰⁰
Turlock Fire Station No. 1 @ 271 N. Minaret	Annual	\$ 120 ⁰⁰	X 1	\$ 120 ⁰⁰	Fire Alarm Monitoring	\$ 540 ⁰⁰	X 1	\$ 540 ⁰⁰
Repairs - Standard	Hourly Rate	\$ 95 ⁰⁰	Total Price for Column A:		\$ 480 ⁰⁰			
Repairs - Overtime	Hourly Rate	\$ 142 ⁰⁰	Total Price for Column B:		\$ 7,876 ⁰⁰			
Parts needed for repairs	Cost Plus %	\$ 20%	Grand Total:		\$ 8,376 ⁰⁰			

Note: PROPOSAL CALLS FOR PREVAILING WAGE RATE.

List any extra charges not described above and add sales tax if applicable for this service below:

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

Early Pay Discount

A 0/0 % discount is offered for payment within 15 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: 560061

"Piggyback" Contracting

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

Order Contact

Provide the following information about the City's contact for service or order:

Name:	<u>Chris CAUNOATO</u>
Phone Number:	<u>209-521-1179</u>
Fax Number:	<u>209-521-9054</u>

Delivery (if applicable)

Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance

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

Yes NO

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

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. / , ,

Terms

- 1) 7.625% Sales tax shall be included in your bid sheet, if applicable.
- 2) Prices are F.O.B. Turlock.
- 3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

Non-discrimination of the Handicapped:

Policy Statement

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

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

Transportation of Hazardous Materials:

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

Drug Free Workplace

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

Offer and Acceptance

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

(If applicable)

Service Provider's License No. 560061 Expiration Date: 12/31/16

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

Department of Industrial Relations (DIR) registration number: 1000001905

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.

Protect Security & Electronics, Inc.
Company Name

[Signature]
Signature of Authorized Representative

77-0692777
Federal Tax ID Number



PROJECT WORK PLAN

City of Turlock
156 South Broadway, Suite 270
Turlock, CA 95380

8/19/16

Re: RFP 16-374 Security & Fire Alarm Monitoring Services

PROJECT WORK PLAN:

1. Verify current Systems Operations and Monitoring
2. Establish Inspection & Testing Schedule to meet NFPA 72 Requirements
3. Schedule appropriate dates with each entity/facility to complete inspections.
4. Complete Documentation of Inspections and provide to Owner.

Please advise if you need any further information.

Sincerely,

Gerry Adams
Protech Security & Electronics, Inc.
209-571-1174
gerry@protechsecurity.us

104 East 13th Street	Merced, CA 95341	(209) 388-1376	Fax (209) 723-7740
1322 7th Street	Modesto, CA 95354	(209) 571-1174	Fax (209) 521-9034
CA (800) 862-0009 ✂ Alarm Operators License #ACD 5789 ✂ Contractors License #916945			

EXHIBIT 'F'
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 16-374
SECURITY & FIRE ALARM MONITORING SERVICES

PARTICIPATION

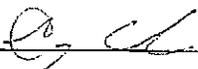
BIDDER TO COMPLETE THE FOLLOWING:

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

City Council Synopsis

October 11, 2016



61



From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving five (5) Maintenance Agreements with Mo-Cal Office Solutions (as an authorized Kyocera company) for copier maintenance, based on a per copy cost and an annual base rate, for a period of five (5) years

2. DISCUSSION OF ISSUE:

In 2009, the City began purchasing multi-functional desktop copiers to replace outdated and inefficient office equipment including fax machines and desktop printers. Multi-functional copiers offer features such as printing, copying, scanning and faxing. Additionally, multi-functional copiers are energy efficient, using 29% less power consumption than older models.

To ensure optimal performance of multi-functional copiers, the City contracts with Mo-Cal Office Solutions for copier maintenance including service calls, service labor, toner, and all replacement parts necessary to keep the equipment working within the manufacturer's specifications. Additionally, these Maintenance Agreements are a cost savings measure; providing a guaranteed annual base rate which includes an annual copy allotment as indicated below. The cost for overages (*exceedance of the annual copy allotment*) is \$0.015 per copy.

No. of Units	Type of Equipment	Annual Maintenance Cost	Includes black/white pages
1	Kyocera M2035DN MFP For: Police Training Room	\$186 plus tax	12,000
3	Kyocera Ecosys M2535ND MFP For: Municipal Services Administration, Parks, Recreation & Public Facilities, Municipal Services Water Quality Control	\$190 plus tax	12,000
1	Kyocera KM-1820 (model transfer from other division) For: Police T-Net	\$200 plus tax	6,536

OK for Approval

Jim A. R. 11/11

3. BASIS FOR RECOMMENDATION:

A. A standard service call without an annual maintenance/service agreement (with Mo-Cal or other companies) is approximately \$125/per hour for each service call, plus additional costs for parts, labor, and supplies. Maintenance Agreements protect the City from costly repairs and supplies such as toner, fuses, drum cartridges, waste containers, and other replacement parts based at an annual rate.

B. Multi-functional copiers are a necessity for daily operation of the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
 - a. Enforce clearly stated and agreed upon standards.
 - b. Ensure accountability and measure progress.

Action Items:

2. Identify all existing contracts and identify management responsibility/oversight

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Ranging from \$200 to \$220 annually per copier

110-20-200.43065 Police Copier Maintenance/Lease

110-60-620.43065 Parks, Recreation & PFM Copier Maintenance/Lease

410-51-530.43065 Municipal Services Copier Maintenance/Lease

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. City Council may choose not to approve the Maintenance Agreements for five (5) multi-functional copiers. Staff does not recommend this alternative as the City would have to pay a standard rate charge of \$125/per hour for each service call, plus replacement parts and supplies.



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143113-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK Location: MUNI SERVICES (ADMIN) Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: ALLISON MARTIN Phone: 209/668-5559 EXT. 6609 Fax: 209/668-5502

Equipment / Rate Information

See Attached Equipment List

Make/Model: KYOCERA ECOSYS M2535DN MFP Serial Number: LVZ5Y28582

Starting Date: 3/31/2016 Base Rate: \$190.00 Overage Rate B/W: \$0.01550	Beginning B/W Meter: 0 Includes B/W Pages: 12,258 Overage Rate Color:	Beginning Color Meter: 0 Includes Color Pages: 0
--	---	---

Base schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
Overage schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly

Network Support Addendum: \$250.00/YEAR Approved Declined (Reference Item 12 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

<input type="checkbox"/> BlackToner	<input type="checkbox"/> ColorToner	<input type="checkbox"/> BlackInk	<input type="checkbox"/> ColorInk	<input type="checkbox"/> MaintenanceKits
<input type="checkbox"/> Developer	<input type="checkbox"/> DeveloperUnit	<input type="checkbox"/> FuserUnit/rollers	<input type="checkbox"/> ImagingUnit (PCU)	<input type="checkbox"/> Drum/Drum Unit

See Agreement Provisions for additional exclusions.

Accept, please sign below

Decline _____ Please initial and return to MoCal

Customer Signature

Print Name / Title

Date

MoCal Office Solutions

Date

OK for Agenda
[Signature]

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of reselling products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that it is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and material basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area. Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year. The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~15%~~ ^{PER CPI} percent during any twelve month period thereafter.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a \$300.00 cancellation fee. MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 1/2 % will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* AS PER Paragraph 5 of City's Addendum.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-129

Contractor's Contract No. 143113-01

Page 1 of 4

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-129

Contractor's Contract No. 143113-01

Page 2 of 4

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-129

Contractor's Contract No. 143113-01

Page 3 of 4

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

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

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

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

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

3. TERM: The term of this Agreement shall be effective October 12, 2016 and end October 11, 2021, subject to CITY's availability of funds.

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-129

Contractor's Contract No. 143113-01

Page 4 of 4

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

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

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

MO-CAL OFFICE SOLUTIONS

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
 Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143154-01
 Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK Location: PARKS AND RECREATION Address: 144 S. BROADWAY TURLOCK, CA 95380 Contact: DARLENE COULTER Phone: 209/668-5599 EXT 4607 Fax: 209/668-5619

Equipment / Rate Information

See Attached Equipment List

Make/Model: KYOCERA ECOSYS M2535DN MFP Serial Number: LVZ6129896

Starting Date: 5/27/2016	Beginning B/W Meter: 0	Beginning Color Meter:
Base Rate: \$186.00	Includes B/W Pages: 12,000	Includes Color Pages:
	Overage Rate B/W: \$0.01550	Overage Rate Color:

Base schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
Overage schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly

Network Support Addendum: Approved Declined (Reference Item 13 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

<input type="checkbox"/> Black Toner	<input type="checkbox"/> Color Toner	<input type="checkbox"/> Black Ink	<input type="checkbox"/> Color Ink	<input type="checkbox"/> Maintenance Kits
<input type="checkbox"/> Developer	<input type="checkbox"/> Developer Unit	<input type="checkbox"/> Fuser Unit/rollers	<input type="checkbox"/> Imaging Unit (PCU)	<input type="checkbox"/> Drum/Drum Unit

See Agreement Provisions for additional exclusions.

Accept, please sign below Decline _____ Please initial and return to MoCal

 Customer Signature

 Print Name / Title

 Date

 MoCal Office Solutions

 Date

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufacturer's specifications. The equipment covered by this Agreement must be operated according to the manufacturer's guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customer's use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that it is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufacturer's expected yields. There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year. The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than 5% per year during any twelve month period thereafter.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a \$300.00 cancellation fee. MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 15 days of receipt. A late charge of 1 1/2 % will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to your operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* As per Paragraph 5 of City's Addendum.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-131

Contractor's Contract No. 143154-01

Page 1 of 4

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-131

Contractor's Contract No. 143154-01

Page 2 of 4

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-131

Contractor's Contract No. 143154-01

Page 3 of 4

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

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

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

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

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

3. TERM: The term of this Agreement shall be effective October 12, 2016 and end October 12, 2021, subject to CITY's availability of funds.

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-131

Contractor's Contract No. 143154-01

Page 4 of 4

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

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

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

MO-CAL OFFICE SOLUTIONS

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

City Contract #16-132



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

142906-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK-WQC OFFICE Location: WATER RESOURCE BUILDING Address: 901 E. WALNUT ROAD TURLOCK, CA 95380 Contact: DAN FRISCH Phone: 209/668-5599 EXT. 4413 Fax: 209/668-5576

Equipment / Rate Information		
<input type="checkbox"/> See Attached Equipment List		
Make/Model: KYOCERA ECOSYS M2535DN MFP	Serial Number: LVZ3Z02723	
Starting Date: 5/1/2016 Base Rate: \$186.00	Beginning B/W Meter: 297 Includes B/W Pages: 12,000 Overage Rate B/W: \$0.01550	Beginning Color Meter: Includes Color Pages: Overage Rate Color:
Base schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual
Overage schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
Network Support Addendum:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Declined (Reference Item 13 on page 2)

Exclusions				
This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.				
<input type="checkbox"/> BlackToner	<input type="checkbox"/> ColorToner	<input type="checkbox"/> BlackInk	<input type="checkbox"/> ColorInk	<input type="checkbox"/> MaintenanceKits
<input type="checkbox"/> Developer	<input type="checkbox"/> DeveloperUnit	<input type="checkbox"/> FuserUnit/rollers	<input type="checkbox"/> ImagingUnit (PCU)	<input type="checkbox"/> Drum/Drum Unit
See Agreement Provisions for additional exclusions.				

Accept, please sign below Decline _____ Please initial and return to MoCal

Customer Signature

Print Name / Title

Date

MoCal Office Solutions

Date

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that it is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area. Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year. The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~10.00~~ ^{PER CPI} percent during any twelve month period thereafter.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment of all outstanding invoices, plus a \$300.00 cancellation fee. ~~and~~ MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 1/2 % will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* AS PER PARAGRAPH 5 OF CITY'S ADDENDUM.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-132

Contractor's Contract No. 142906-01

Page 1 of 4

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-132

Contractor's Contract No. 142906-01

Page 2 of 4

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-132

Contractor's Contract No. 142906-01

Page 3 of 4

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

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

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

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

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

3. TERM: The term of this Agreement shall be effective October 12, 2016 and end October 11, 2021, subject to CITY's availability of funds.

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-132

Contractor's Contract No. 142906-01

Page 4 of 4

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

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

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

MO-CAL OFFICE SOLUTIONS

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143220-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK Location: POLICE TRAINING ROOM Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: LORI HOUSE Phone: 209/664-7374 Fax: 209/668-5502

Equipment / Rate Information

See Attached Equipment List

Make/Model: KYOCERA M2035DN MFP Serial Number: LVV6105798

Starting Date: 5/27/2016 Base Rate: \$186.00	Beginning B/W Meter: 0 Includes B/W Pages: 12,000 Overage Rate B/W: \$0.01550	Beginning Color Meter: Includes Color Pages: Overage Rate Color:
---	---	--

Base schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
Overage schedule	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly

Network Support Addendum: Approved Declined (Reference Item 13 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

<input type="checkbox"/> BlackToner	<input type="checkbox"/> ColorToner	<input type="checkbox"/> BlackInk	<input type="checkbox"/> ColorInk	<input type="checkbox"/> MaintenanceKits
<input type="checkbox"/> Developer	<input type="checkbox"/> DeveloperUnit	<input type="checkbox"/> FuserUnit/rollers	<input type="checkbox"/> ImagingUnit (PCU)	<input type="checkbox"/> Drum/Drum Unit

See Agreement Provisions for additional exclusions.

Accept, please sign below Decline _____ Please initial and return to MoCal

Customer Signature

Print Name / Title

Date

MoCal Office Solutions

Date

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufacturer's specifications. The equipment covered by this Agreement must be operated according to the manufacturer's guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customer's use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that it is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufacturer's expected yields. There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year. The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than 15% percent during any twelve month period thereafter.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a \$300.00 cancellation fee. MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 1/2% will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to your operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* AS PER PARAGRAPH 5 OF CITY'S ADDENDUM.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-133

Contractor's Contract No. 143220-01

Page 1 of 4

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-133

Contractor's Contract No. 143220-01

Page 2 of 4

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-133

Contractor's Contract No. 143220-01

Page 3 of 4

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

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

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

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

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

3. TERM: The term of this Agreement shall be effective October 12, 2016 and end October 11, 2021, subject to CITY's availability of funds.

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-133

Contractor's Contract No. 143220-01

Page 4 of 4

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

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

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

MO-CAL OFFICE SOLUTIONS

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
 Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

141390-03
 Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK-POLICE ADMIN. Location: POLICE T-NET Address: 244 N. BROADWAY 2ND FLOOR TURLOCK, CA 95380 Contact: STEVE CRAWFORD Phone: 209/668-5550 EXT 6708 Fax: 209/668-5656

Equipment / Rate Information		
<input type="checkbox"/> See Attached Equipment List		
Make/Model: KYOCERA KM-1820	Serial Number: XPF8Z27494	
Starting Date: 8/1/2016 Base Rate: \$200.00	Beginning B/W Meter: 66,275 Includes B/W Pages: 6,536 Overage Rate B/W: \$0.03060	Beginning Color Meter: Includes Color Pages: Overage Rate Color:
Base schedule Overage schedule	<input checked="" type="checkbox"/> Annual <input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Monthly
Network Support Addendum:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Declined (Reference Item 13 on page 2)

Exclusions				
This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.				
<input type="checkbox"/> BlackToner	<input type="checkbox"/> ColorToner	<input type="checkbox"/> BlackInk	<input type="checkbox"/> ColorInk	<input type="checkbox"/> MaintenanceKits
<input type="checkbox"/> Developer	<input type="checkbox"/> DeveloperUnit	<input type="checkbox"/> FuserUnit/rollers	<input type="checkbox"/> ImagingUnit (PCU)	<input type="checkbox"/> Drum/Drum Unit
See Agreement Provisions for additional exclusions.				

Accept, please sign below Decline _____ Please initial and return to MoCal

 Customer Signature

 Print Name / Title

 Date

 MoCal Office Solutions

 Date

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufacturers' specifications. The equipment covered by this Agreement must be operated according to the manufacturer guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays. The customer's use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that it is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufacturer's expected yields. There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area. Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and materials basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year. The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~5.00~~ ^{PER CPI} percent during any twelve month period thereafter. The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment of all outstanding invoices, plus a \$300.00 cancellation fee. MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 15 days of receipt. A late charge of 1 1/2 % will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to your operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* AS PER Paragraph 5 of City's ADDENDUM.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-134

Contractor's Contract No. 141390-03

Page 1 of 4

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-134

Contractor's Contract No. 141390-03

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

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

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

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

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

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

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

**ADDENDUM TO
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Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

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Contractor's Contract No. 141390-03

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

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

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

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

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

3. TERM: The term of this Agreement shall be effective October 12, 2016 and end October 11, 2021, subject to CITY's availability of funds.

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("CONTRACTOR")

Dated: October 11, 2016

City Contract No. 16-134

Contractor's Contract No. 141390-03

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5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

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

Lisa Quiroga, Purchasing Coordinator Trainee
Administrative Services Purchasing Division
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: 209.668.5590 Ex. 4402
E-mail Address: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

MO-CAL OFFICE SOLUTIONS

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

City Council Synopsis

October 11, 2016



5J



From: Kellie Jacobs-Hunter, Administrative Services Director
Prepared by: Kellie Jacobs-Hunter, Administrative Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller SoftwareONE, Inc., Enterprise Enrollment Number 56449452 Early Commitment Amendment ID M325, for digital software, for a period of three (3) years in the amount of \$51,476.67 per year and a total amount of \$154,430.01 at the end of three (3) years, beginning February 1, 2017 through January 31, 2020, and an Enrolled Affiliate true up amount of \$7,266.99 for additional computers deployed since the last billing period

2. DISCUSSION OF ISSUE:

Microsoft products are used for City servers and for the majority of City staff to access Microsoft Office products. On February 11, 2014 the City Council approved a three (3) year contract with Microsoft for software volume licensing effective for the period February 1, 2014 through January 31, 2017. Microsoft has announced the upcoming release of Windows Server 2016 in late September and with that a significant change in their licensing rate structure. The City of Turlock is currently on a processor-based model for licensing. This will be replaced with a core-based model with the advent of Windows Server 2016.

3. BASIS FOR RECOMMENDATION:

Microsoft has offered Enterprise Enrollment Early Commitment Amendment ID M325 which will secure processor-based pricing for our licensing which expires in January 2017. We will secure an agreement that will provide us with Microsoft enterprise products and additional server products at a cost of \$51,476.67 per year for three (3) years. Executing the early commitment will result in a savings of \$4,065.25 per year, or \$12,195.75 over the three (3) year contract. There will be additional cost savings should we need to add more servers within the contract period. We will also pay a true up of \$7,266.99 for additional computers deployed since the last billing period.

OK for Agenda

Pam A. R. H.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is included in the FY 16-17 amended budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may deny staff recommendation for the execution of the early commitment. Staff does not recommend this alternative, as the early execution saves the City \$12,195.75 over the three (3) year contract period.

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

56449452

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)**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. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the 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.

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 Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms 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 Terms 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.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“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.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“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 Pro 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, (2) an Industry Device, (3) not a Managed Device. 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 Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

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.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **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. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time 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 other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For 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.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment

may be deferred until the next true-up order. 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 to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are 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 and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are 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.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

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

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

h. 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.

- i. **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.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

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.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service 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. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion 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 an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. 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. 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 Renewal Form, 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 a new License with Software Assurance.
- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, 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.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- 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, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services

also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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. 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 all Affiliates

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: Exclude 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 Carlo **Last** Grossman

Contact email address* cgrossman@turlock.ca.us

Street address* 156 S. Broadway, Suite #116

City* Turlock

State/Province* CA

Postal code* 95380-5454

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 206-668-5542 x 1314

Tax ID 94-6000445

** 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 and step-up 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 Carlo Last Grossman

Contact email address* cgrossman@turlock.ca.us

Street address* 156 S. Broadway, Suite #116

City* Turlock

State/Province* CA

Postal code* 95380-5454

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 206-668-5542 x 1314

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 and step-up 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 Carlo Last Grossman

Contact email address* cgrossman@turlock.ca.us

Phone* 206-668-5542 x 1314

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* SoftwareONE, Inc.

Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1

City* Waukesha

State/Province* WI

Postal code* 53186-4093

Country* United States

Contact name* MS* Admin

Phone* 262-317-5555

Contact email address* ms-admin.us@softwareone.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*

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? Yes, 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.

Amendment to Contract Documents

Enterprise Enrollment Early Commitment Amendment ID M325

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

000-jorob-s-1507

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

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

The parties agree that the Enrollment is amended by adding a section entitled "Early Commitment."

Early Commitment

- a. In this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.
- b. This renewal may be earlier than the required timeline. The effective date of this Enrollment shall be one day following the Expiring Enrollment.
- c. Entity's initial order under this Enrollment includes a renewal of Entity's Software Assurance and/or Subscription Licenses previously ordered under the Expiring Enrollment number 8957990 for 36 full calendar months from the day after expiration. The following conditions apply to this renewal:
 - (i) Entity's final true-up order on the Expiring Enrollment shall be placed at the time this Enrollment is signed and any contents of that true-up order that Entity wishes to renew must also be added to this Enrollment's initial order.
 - (ii) Any subsequent true-up orders placed under the Expiring Enrollment after the signing of this Enrollment must be placed no later than 15 days prior to the Expiring Enrollment's Expiration Date, and must be placed with the assistance of Entity's Microsoft Account Manager, Software Advisor or Reseller.
 - (iii) During the period between the execution and effective date of this Enrollment, Entity may add new Products to the Expiring Enrollment. No later than 15 days prior to the Expiring Enrollment's Expiration Date, Entity may renew Software Assurance or Subscription Licenses for such Products under this Enrollment with the assistance of Entity's Microsoft Account Manager, Software Advisor or Reseller by submitting a supplemental order.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

Microsoft Internal Use Only:

EnrAmend(EarlyCommitment)(WW)(ENG)(Oct2015)		M325	PLSS
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Program Signature Form

MBA/MBSA number

000-jorob-s-1507

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
Enterprise Enrollment (Indirect)	X20-12057
Enterprise Amendment	M325 (New)
Product Selection Form	0510518.002_PSF

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* Gary R. Hampton

Printed Title City Manager

Signature Date*

Tax ID 94-6000445

City of Turlock Contract #16-130

** indicates required field*

Microsoft Affiliate

Microsoft Corporation

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

Enterprise Enrollment Product Selection Form



Proposal ID

0510518.002

Enrollment Number

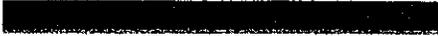
Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	177	177	1.0	Yes	User Licenses
Industry Device	85	85	1.0	Yes	Device Licenses
Total	262	262			

Products	Enterprise Quantity	Industry Device Quantity
Office Professional Plus		
Office Professional Plus	177	85
Client Access License (CAL)		
Core CAL		
Core CAL	177	85
Windows Desktop		
Windows Enterprise OS Upgrade	177	85

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
Quantity	262	262	262	262

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D



Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

SoftwareONE - software quote

Quoted by Jason Carmer

Phone 720-308-6327 jason.carmer@SoftwareONE.com

Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@SoftwareONE.com - Call 800-400-9852, option 2, to check status on orders.

<u>Quoted to:</u>	City of Turlock Carlo Grossman cgrossman@turlock.ca.us			
Date:	8/5/2016			
Quote#:	42587			
		EA True Up 2016		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
		<i>enterprise products</i>		
17	269-12445	Office Pro Plus (SA) - Platform	\$ 251.14	\$ 4,269.38
17	FQC-02462	Windows Pro/Ent (SA) - Platform	\$ 72.82	\$ 1,237.94
17	W06-01063	Core CAL. Per Device. Includes exchange server standard CAL, Skype standard CAL, sharepoint standard CAL, SCCM CAL, Windows Server CAL, system center endpoint protection	\$ 103.51	\$ 1,759.67
				\$ -
		<i>Please type "Electronic Software Delivery" on your purchase order.</i>		\$ -
	Product-total			\$ 7,266.99
	Sub-Total			\$ 7,266.99
0	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total			\$ 7,266.99
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 SoftwareONE) 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.				

SoftwareONE - software quote

Quoted by Jason Carmer

Phone 720-308-6327 jason.carmer@SoftwareONE.com

Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@SoftwareONE.com - Call 800-400-9852, option 2, to check status on orders.

Quoted to: City of Turlock
Carlo Grossman
cgrossman@turlock.ca.us

Date: 8/12/2016

Quote#: 42594

EA Renewal 2017 - early commit - due Aug 2016

Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"

Quantity	Part #	Description	Unit Price	Ext. Price
enterprise products				
177	269-12442	Office Pro Plus (SA) - Platform. Per device	\$ 80.28	\$ 14,209.56
85	269-12442	Office Pro Plus (SA) - Platform. Per device	\$ 80.28	\$ 6,823.80
177	KV3-00353	Windows Pro/Ent (SA) - Platform. Per device	\$ 35.43	\$ 6,271.11
85	KV3-00353	Windows Pro/Ent (SA) - Platform. Per device	\$ 35.43	\$ 3,011.55
177	W06-01069	Core CAL. Per device. platform. Bundle includes exchange server standard CAL, Skype standard CAL, sharepoint standard CAL, SCCM CAL, Windows Server CAL, system center endpoint protection	\$ 30.19	\$ 5,343.63
85	W06-01072	Core CAL. Per User for mobile workers. Platform. Bundle includes exchange server standard CAL, Skype standard CAL, sharepoint standard CAL, SCCM CAL, Windows Server CAL, system center endpoint protection	\$ 39.18	\$ 3,330.30
additional products				
5	D86-01253	Visio Standard (SA)	\$ 43.62	\$ 218.10
2	312-02257	Exchange Standard Server (Lic/SA)	\$ 106.73	\$ 213.46
12	7NQ-00292	SQL Server Standard 2-Core License (SA)	\$ 540.94	\$ 6,491.28
1	T9L-00223	SysCtr Standard Suite (SA)	\$ 133.08	\$ 133.08
5	P71-07282	Windows Server Datacenter 2-Processor (SA)	\$ 928.84	\$ 4,644.20
5	P73-05898	Windows Server Standard 2-Processor (SA)	\$ 133.08	\$ 665.40
30	M3J-00102	SysCtr Endpoint Protection Subscription per Device (antivirus for 30 servers). Purchased on Select Plus unless Microsoft can include on final CPS	\$ 4.04	\$ 121.20
		New enrollment. COUNTY OF RIVERSIDE RFQ #PUARC-12000. contract# RIVCO-20800-002-12/16. MICROSOFT MASTER AGREEMENT NUMBER 01E73134		\$ -
		Please type "Electronic Software Delivery" on your purchase order.		\$ -
	Product-total			\$ 51,476.67
	Sub-Total			\$ 51,476.67
0	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	Your annual price		\$ 51,476.67
Prices good for 30 days			Total 3year commitment	\$ 154,430.01

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 SoftwareONE) 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.



CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

RECEIVED 5K

AUG 24 2016

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock - Road crews (Streets Dept.) (Name of Entity)

Claimant's name: Stephanie Martinez

SS#: unclear why this is needed DOB: 03/30/79 Gender: Male Female [checked]

Claimant's address: 2393 Terralinda Drive, Turlock CA 95382

Claimant's Telephone Number(s): (209) 669-9520

Address where notices about claim are to be sent, if different from above: - Same as above -

Date of incident/accident: Approx 07/11/16 emailed - got exact date of 07/14/16 (Thurs.) 7:45am contacted city 8/1/16

Date injuries, damages, or losses were discovered: 7/27/16 - Thought it was mud on car vs. yellow paint, once washed the mud didn't come off.

Location of incident/accident: Golden State Blvd near Center Street (North of KFC) middle turn lane from Golden State to Center St.

What did entity or employee do to cause this loss, damage, or injury? City of Turlock Road Striping crews. Road was NOT blocked off, so I thought it was safe to cross w/o damage to my car.

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? unknown - road crew who was striping that day.

What specific injuries, damages, or losses did claimant receive? yellow paint on wheel wells and paint of car (photos attached to show damage) and tires (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$1000.00

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

[X] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? \$444.00 per body shop quote - possible hidden damage may cost more + time to take care of issue & be w/o car. Added extra for these items, but should be paid at least.

Date Signed: 8/3/16 Signature: Stephanie Martinez Quote am of \$444.00

If signed by representative: [X]

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS

General Diagram

↑
North

See below

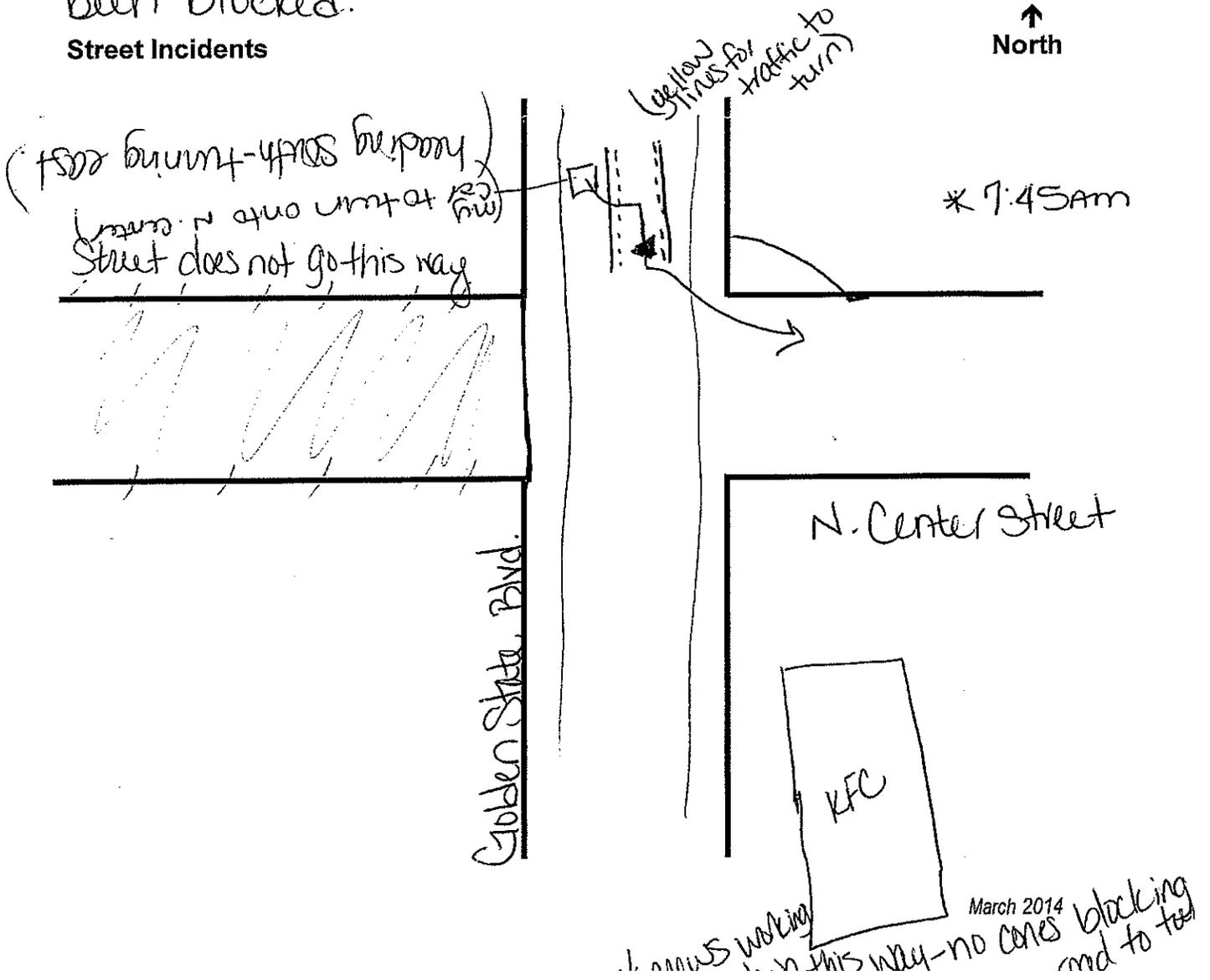
Wet paint, no cones - I thought it was dry and able to cross. Other traffic was crossing painted lines as well.

Thought paint was dry so didn't pay much attention to it. Thought there was mud on wheel wells, got car washed - realized it was paint not mud on my car.

Thought I was just going over "normal" road - if I should not drive it, then it should have been blocked.

Street Incidents

↑
North





CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

RECEIVED AUG 25 2016

5L

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Heather Lanser

SS#: 532-08-5619 DOB: 08/26/76 Gender: Male Female X

Claimant's address: 3791 Apple Blossom LN. Turlock, CA 95382

Claimant's Telephone Number(s): (209) 566-4477

Address where notices about claim are to be sent, if different from above: N/A

Date of incident/accident: July 6, 2016

Date injuries, damages, or losses were discovered: July 6, 2016

Location of incident/accident: Monte Vista Ave and Del's LN.

What did entity or employee do to cause this loss, damage, or injury? Please see attached letter.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Brock Keith Holmes

What specific injuries, damages, or losses did claimant receive? Please see attached letter.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$9,500

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Please see attached letter and receipts/estimated expenses

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 8/24/16 Signature: [Signature]

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

Ms. Kellie E. Weaver, City Clerk
City of Turlock
156 South Broadway, Suite 230

Turlock, CA 95380-5456

Re: Your employee, Brock Keith Holmes

Date of injury: July 6, 2016

Dear Ms. Weaver:

I am enclosing all of my medical records and bills, as well as other related expenses for this case. As you know, I was injured in an automobile accident with your employee Brock Keith Holmes on July 6, 2016. I was headed west on Monte Vista Ave. and stopped at the intersection with Del's Lane; I had two of my children in the vehicle with me (Mason, 5 and Ethan, 3). Mr. Holmes rear-ended me while I was sitting motionless waiting for the red light to change at the intersection. I saw him coming in my rear view mirror and saw that he was looking down at his seat and never lifted his head or slowed down. The force of the blow threw me forward against my shoulder restraints, and my head snapped forward and back.

Fortunately, my children were secured tightly in their car seats and they did not suffer any injuries. As for myself, immediately after the accident I had a sharp pain in my middle back. I declined an ambulance because my vehicle was drivable and I was anxious to get my children home. Within a few hours, my neck had frozen up, I couldn't move my head from side to side, and I was in significant pain. I made an appointment that day with my regular doctor at Kaiser and he determined that I had suffered whiplash and back strain. He prescribed pain relievers and muscle relaxers, along with ice and rest for 1-2 weeks.

I was in considerable pain for the next three weeks. I emailed my doctor on 7/14/16 because I was having constant, daily headaches, as well as neck and back pain that were not helped with pain relievers. He advised physical therapy but was not able to schedule my first appointment until the end of July. On 7/18/16, my family went on a vacation to Santa Cruz and Gilroy Gardens (a theme park for young children). We were unable to cancel or reschedule without losing significant money on tickets and hotel costs. This was an expensive vacation for us and one that we had planned for six months, but I was not able to do more than sit on benches while my family rode the rides and enjoyed themselves because of my neck and back pain. I was also in the middle of a fitness weightlifting program which I had to stop completely and have yet to resume because of nagging pain in my middle back when I attempt those exercises.

I was not able to begin the scheduled physical therapy regimen on 7/27/16 because of the distance to the facility (30 miles) and my inability to secure a babysitter every week to attend these sessions, but I continue to suffer occasional back pain in the region injured in the accident and associated headaches. In addition, I now have constant anxiety while driving. I commute an

hour to and from work, as well as multiple in-town trips to take the kids to school and sporting events—every time I get in the car I am afraid and anxious that I will be rear-ended again.

I am enclosing documents /receipts for the following expenses:

Medical: \$241

Co-pay for appointment and prescriptions: \$25

New car seats to replace the two my children were riding in at the time of the accident: \$314.78

Dump fee to take damaged car seats to the county dump: \$10

Car repair for the damage sustained to my vehicle in the accident: \$3,845.42

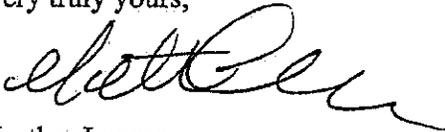
Rental car for one week while my vehicle is being repaired: \$230.85

Diminished value on my vehicle: \$1,385

Report fee to determine diminished value: \$49.95

This is a small case, but it is important to me. I did nothing wrong. Your employee drove negligently and injured me. Taking into account Mr. Holmes' absolute liability and my damages in this case, I think \$9,500 is a fair amount to settle this case.

Very truly yours,



Heather Lanser

RECEIVED 5M



CLAIM FORM

AUG 29 2016

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

Office of the City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Edwin Steven

SS#: [redacted] DOB: 09/18/1952 Gender: Male Female

Claimant's address: 420 Vintage Drive Turlock CA 95382

Claimant's Telephone Number(s): (575) 693-9238

Address where notices about claim are to be sent, if different from above: N/A

Date of incident/accident: 08/01/16

Date injuries, damages, or losses were discovered: 08/17/16

Location of incident/accident: Under Pass of 99 on Taylor Road

What did entity or employee do to cause this loss, damage, or injury? large pot hole bent rim of rear wheel causing slow leak

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \$294.30 for a new wheel rim for car

What specific injuries, damages, or losses did claimant receive? \$294.30 for a new rim on the car back right wheel

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$294.30

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box: [] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)?

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 08/29/2016 Signature: [Signature]

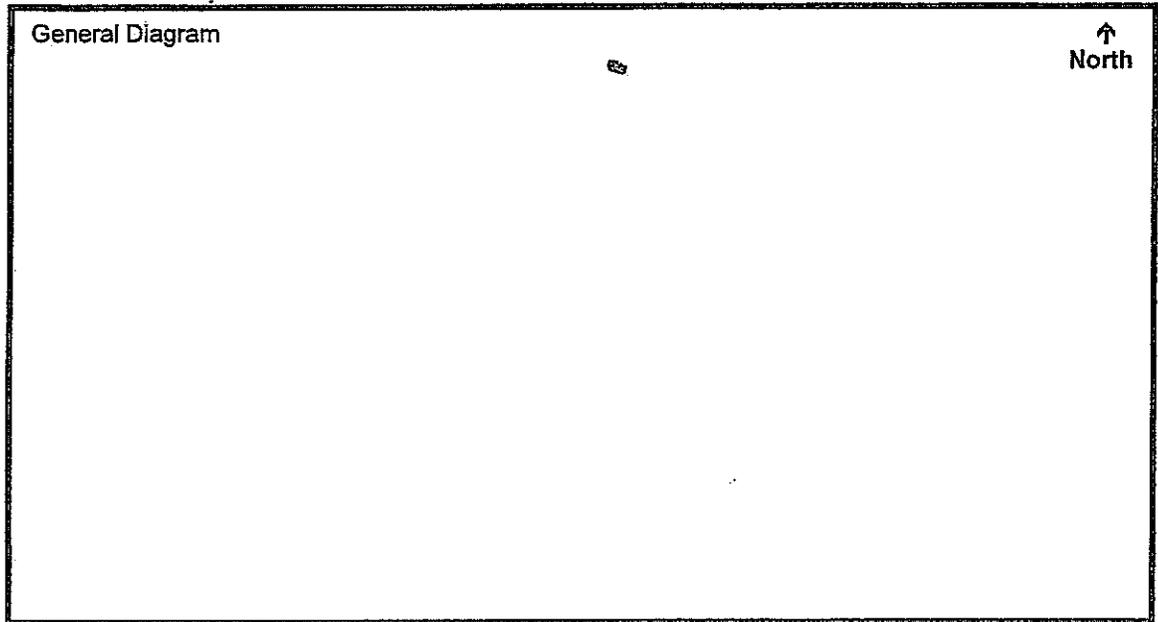
If signed by representative:

Print Representative's Name Telephone

Address

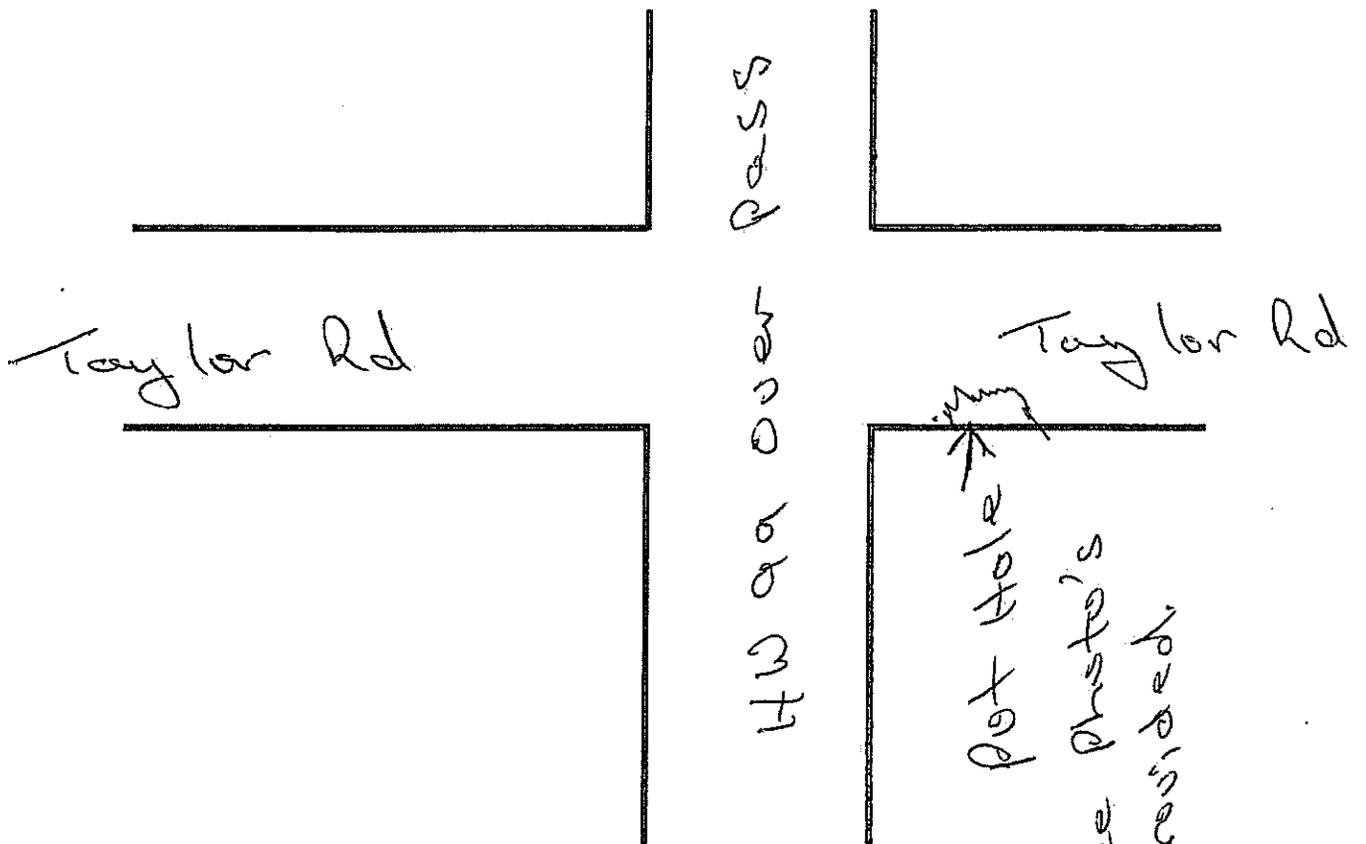
Relationship to Claimant

DIAGRAMS



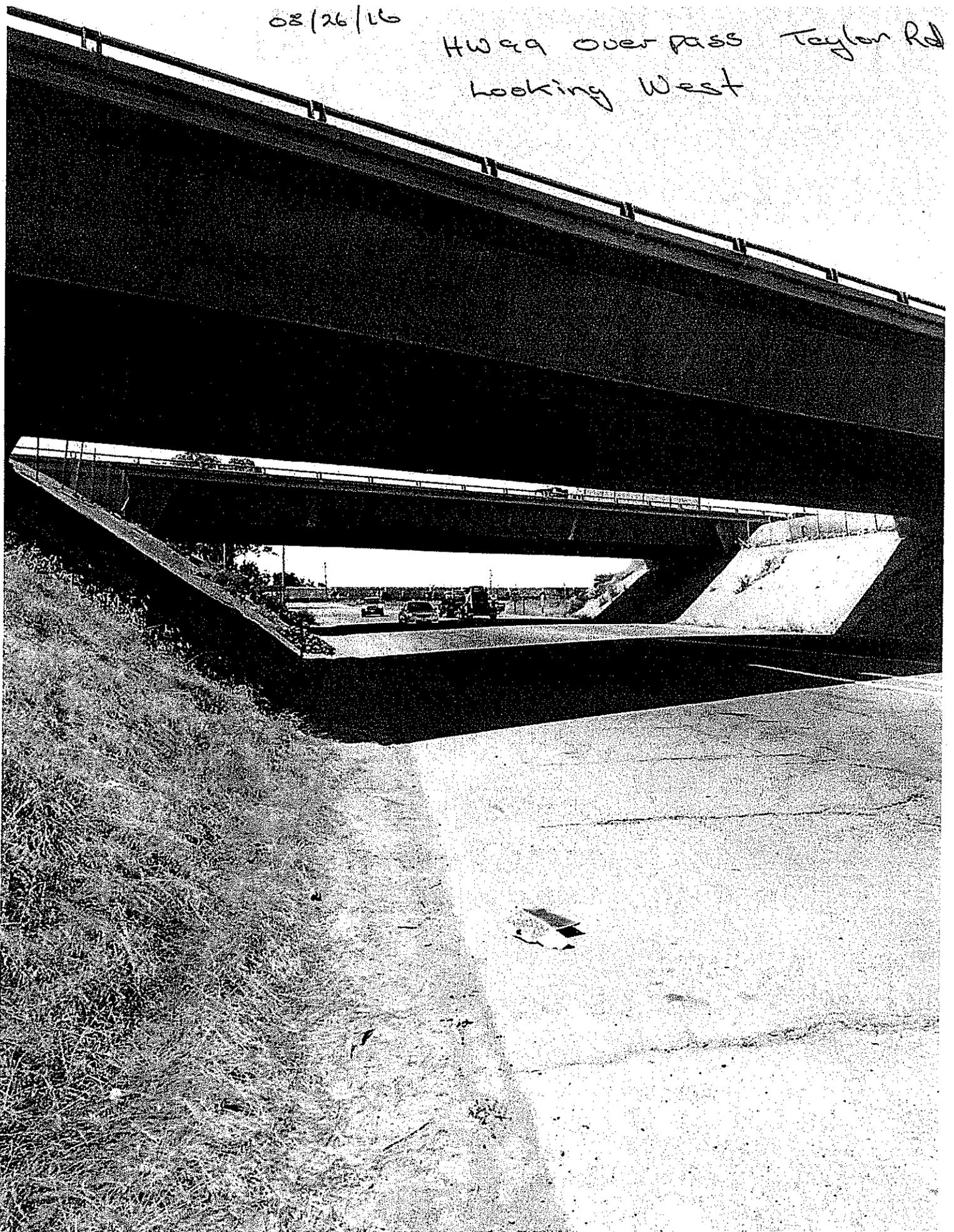
Street Incidents

North



08/26/16

HW 99 Overpass Taylor Rd
Looking West



08/26/16

Filled pot hole
East of overpass
Taylor Road.

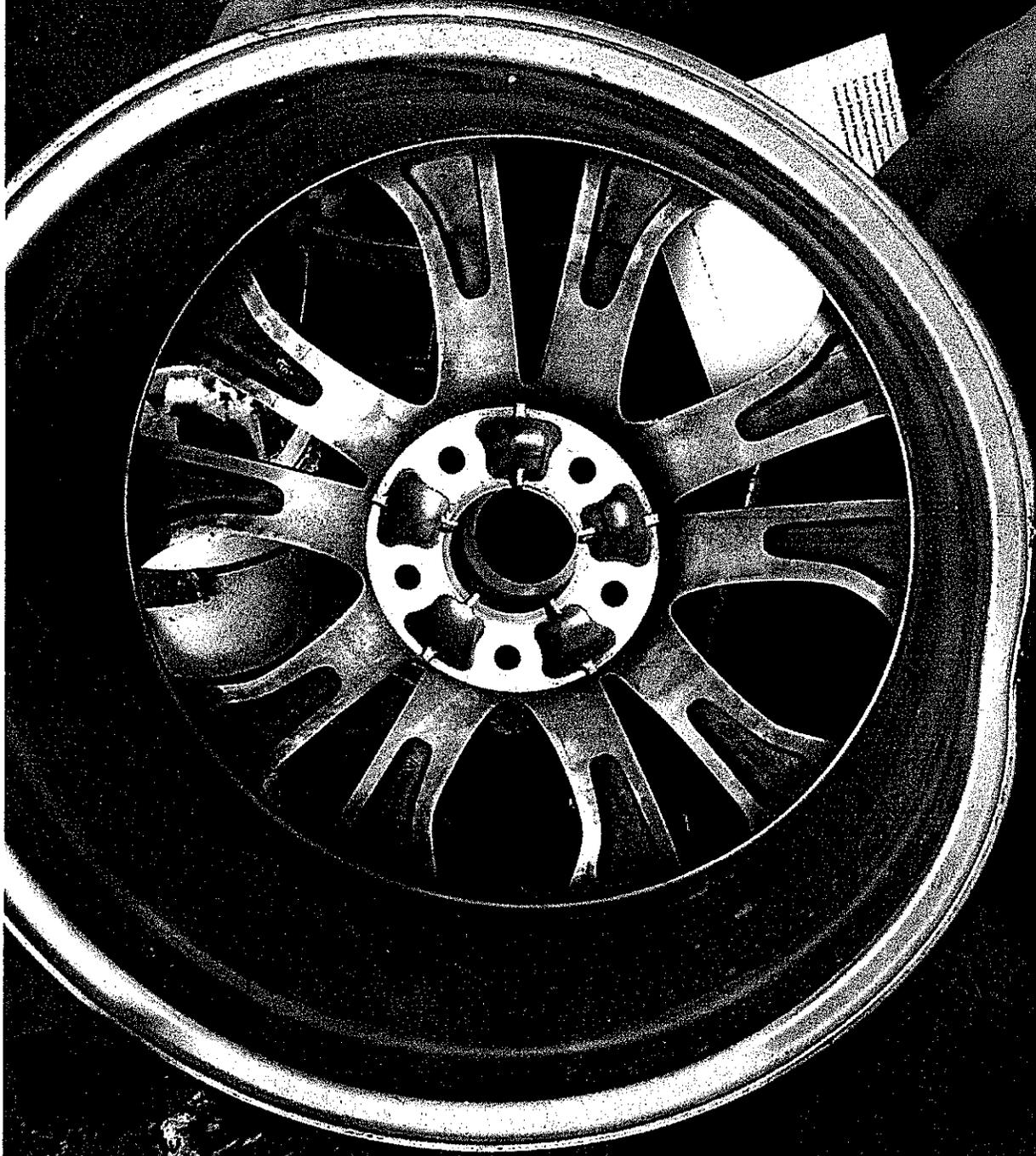


08/26/16

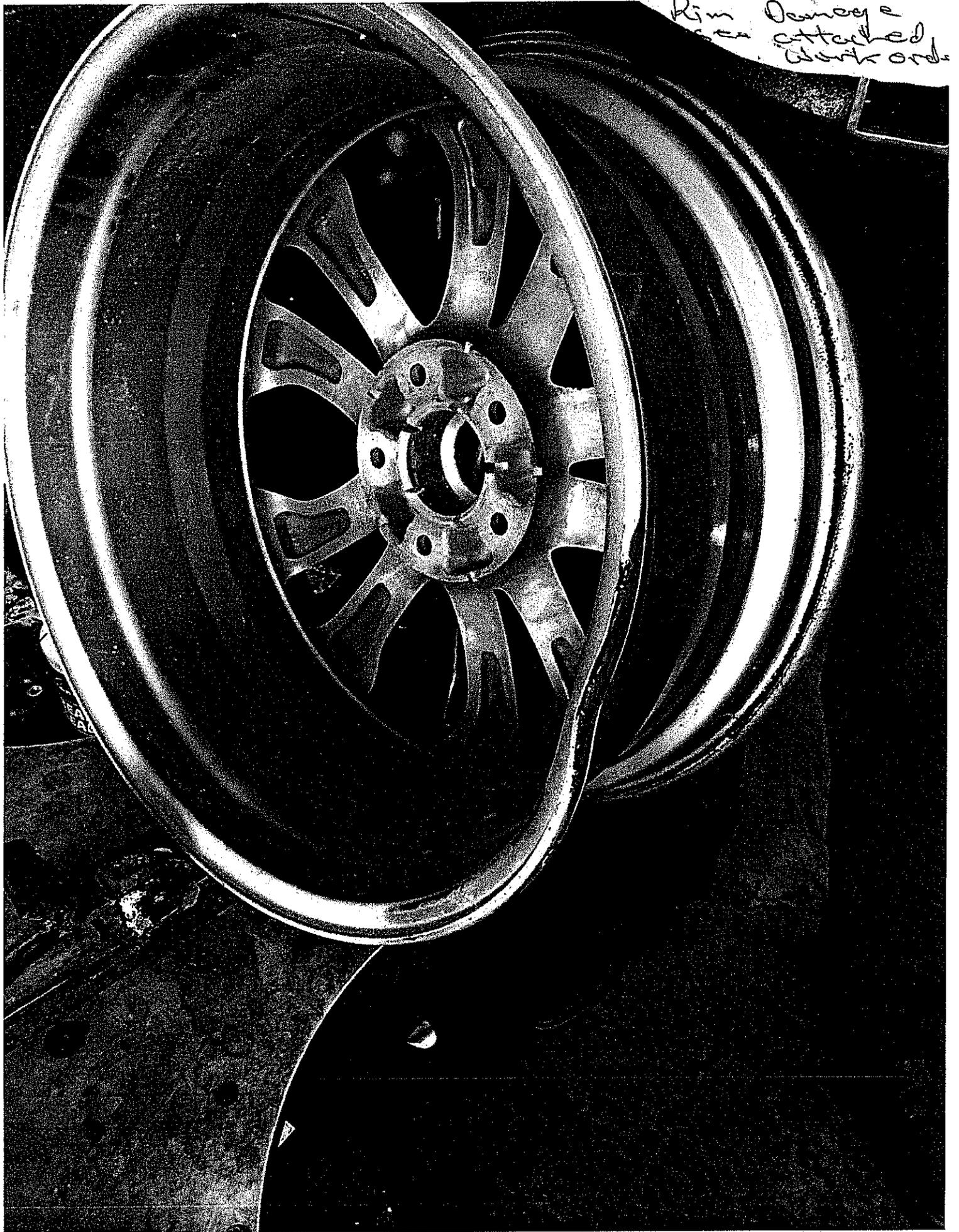
Looking East on
Taylor Road from HW
99A over pass



Rim Damage
See Attached work order



Rim Damage
seen attached
work order





2602 Geer Rd
Turlock, CA 95382
209-634-3115

Store: 668
Invoice: 66800111819
Salesperson: Christian A Z

Work Order 66800111815

AC249042

Customer Information

Customer ID: A06689864
Name: ED STEVEN
Address:
City, State, TURLOCK, CA 95382
Phone: (575) 693-9238

Vehicle Information

Vehicle: 2013 HYUNDAI SONATA
Color:
Mileage: 29,000
License: 7BWV176

Comments: REPLACING RR WHEEL

Les Schwab Invoice

Qty	Product Code	Product Description	Price/ea	FET	Amount
1	632642	70843 18" SONATA WHEEL	\$273.45	\$0.00	\$273.45

Parts Subtotal: \$273.45
Labor Subtotal: \$0.00
Sales Tax: \$20.85
Tire Tax: \$0.00

Invoice \$294.30

Payment Method: MC Approval# 02985Z Card# XXXXXXXXXXXXX6833 **\$294.30**

Wheel Position: RR

Notes To Review AIR SET AT 35 PSI TO ALL 4 TIRES
With Customer: REPLACED RR WHEEL

Your car may have a tire pressure monitoring system that uses a warning light to alert the driver of low tire pressure or system failure. Pursuant to NHTSA, Les Schwab must install all tire and wheel combinations with functioning TPMS sensors; including tires and custom wheels or winter tires and wheels. The TPMS light may illuminate after routine service and require additional action. We offer and recommend monthly air checks.

Les Schwab recommends a torque check on all lug nuts on your custom wheels within the first 50 miles after original installation.

WARNING: THE FOLLOWING APPLIES TO VEHICLES WITH MODIFIED SUSPENSION/RIDE HEIGHT
The suspension/ride height of this vehicle has been modified. As a result, this vehicle may handle differently than that of factory equipped vehicles. As with any vehicle, extreme care must be used to prevent loss of control or roll-over during sharp turns or abrupt maneuvers. Always wear seat belts and drive safely, recognizing that reduced speeds and specialized driving techniques may be required. Failure to drive this vehicle safely may result in serious injury or death. Do not drive this vehicle unless you are familiar with its unique handling characteristics and are confident of your ability to maintain control under all driving conditions. Some modifications (and combinations of modifications) are not recommended and may not be permitted in your state. Consult your owner's manual, the instructions accompanying this product and state laws before undertaking these modifications. You are responsible for the legality and safety of the vehicle you modify using these components.

THANK YOU FOR YOUR BUSINESS



2602 Geer Rd
Turlock, CA 95382
209-634-3115

Store: 668
Invoice: 6680011819
Salesperson: Christian A Z

Work Order 6680011815

AC249042

Customer Information

Customer ID: A06689864
Name: ED STEVEN
Address:
City, State, TURLOCK, CA 95382
Phone: (575) 693-9238

Vehicle Information

Vehicle: 2013 HYUNDAI SONATA
Color:
Mileage: 29,000
License: 7BWV176

Authorized By:

ED STEVEN (575) 693-9238 08-24-16 12:56 PM . \$294.30

ASSIGNMENT OF WARRANTIES - LIMITATION OF REMEDIES. SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MANUFACTURER EXPRESS AND IMPLIED WARRANTIES BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

Customer Signature X



* indicates promotional price
For more information on our products and services, visit www.LesSchwab.com.
All parts new unless specified.

Invoice Date/Time: 08-24-2016 01:34 PM



CLAIM FORM

RECEIVED

5N

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

AUG 31 2016

Office of the City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: CITY OF TURLOCK MUNICIPAL UTILITY DIVISION

(Name of Entity)

Claimant's name: MP NEXLEVEL OF CALIFORNIA

SS#: _____ DOB: _____ Gender: Male ___ Female ___

Claimant's address: 9880 KENT STREET ELK GROVE CALIFORNIA 95624

Claimant's Telephone Number(s): (559) 365-1118 Cell Larry Macedo Project Manager

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 6/14/16

Date injuries, damages, or losses were discovered: 6/14, 6/15, 6/16 and 6/20/16

Location of incident/accident: Headstrom Road off Geer Road Turlock

What did entity or employee do to cause this loss, damage, or injury? _____

City neglected to locate properly- Hit unmarked 6" water main.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

Roy Davis was Utility Maintenance Worker Sr on site

What specific injuries, damages, or losses did claimant receive? _____

Loss of production time: _____

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$8,698.33

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

DOES NOT EXCEED \$25,000

EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? _____

See Attached

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 8-16-16

Signature: [Handwritten Signature]

If signed by representative: _____

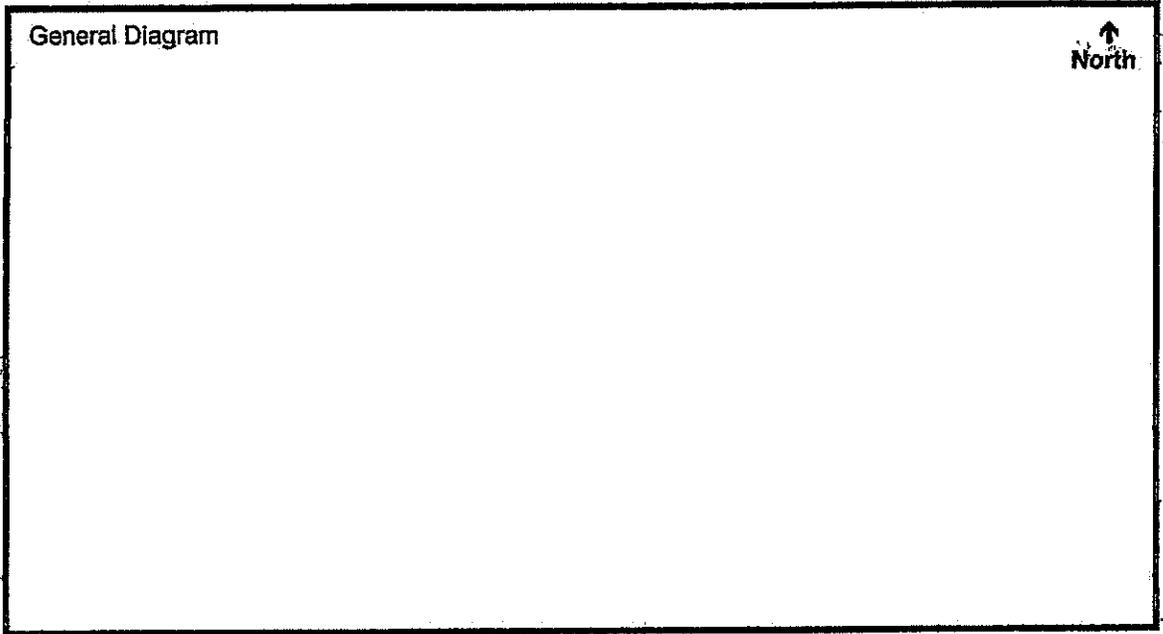
Print Representative's Name Larry Macedo

Telephone (559) 365-1118 Cell L

Address 9880 KENT STREET ELK GROVE CALIFORNIA 95624

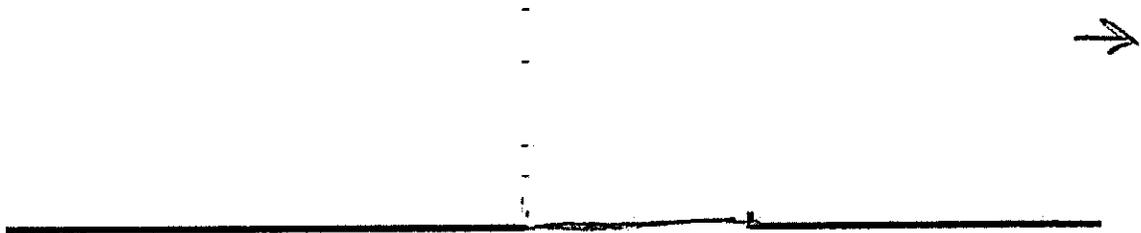
Relationship to Claimant Project Manager

DIAGRAMS

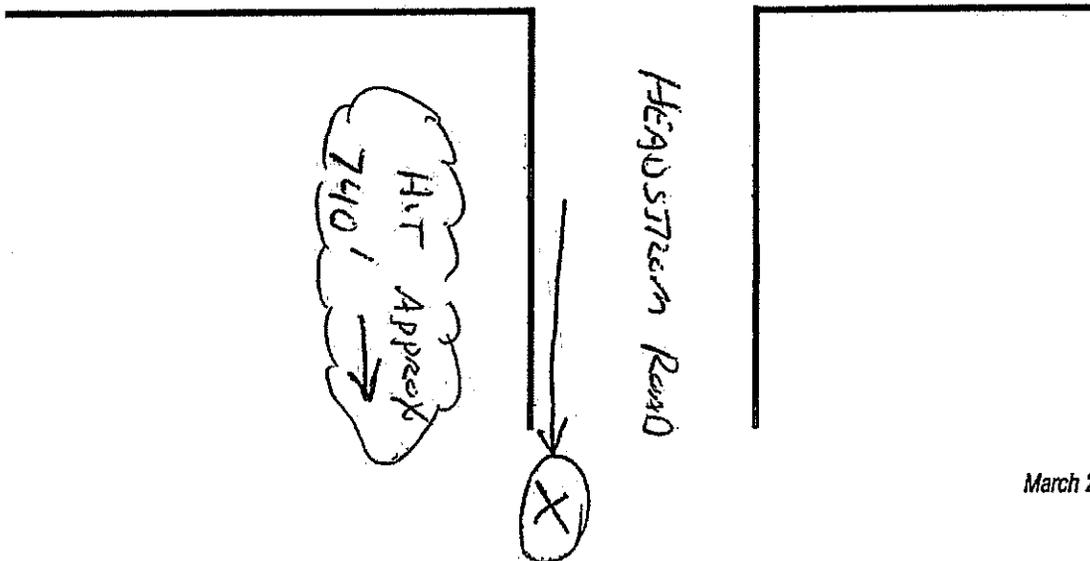


Street Incidents

North



GEER ROAD



March 2014



500 Co. Rd. 37 E • Maple Lake, MN 55358
 office: 320-963-2400 • fax: 320-963-2439
 www.mpnexlevel.com

Invoice 5100366

Bill to: CITY OF TURLOCK 156 S. BROADWAY SUITE 270 TURLOCK, CA 95380-5454	Job: 16516116 HEADSTROM ROAD TURLOCK UNMARKED UTILITY - LOSS OF PRODUCTION
---	---

Invoice #: 5100366	Date: 08/15/16	Customer P.O. #:
Payment Terms: NET 45	Salesperson: TODD WOLFF	
Customer Code:		

Remarks:

Quantity	Description	U/M	Unit Price	Extension
	JUNE 14, 2016			2,940.31
	JUNE 15, 2016			4,728.67
	JUNE 16, 2016			267.04
	JUNE 20, 2016			762.31

Subtotal:	8,698.33
Total:	8,698.33
Less Retention:	0.00
Current Due:	8,698.33





ANTHONY M. GARCIA
Senior Public Works
Construction Inspector
agarcia@turlock.ca.us
CELL 209.678.5936

DEVELOPMENT SERVICES DEPARTMENT
ENGINEERING DIVISION

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380-5454
209.668.5599 x4432 | FAX 209.668.5563 | TDD 1.800.735.2929



ROY DAVIS
Utility Maintenance Worker, Sr.
rdavis@turlock.ca.us
CELL 209.678.0028

MUNICIPAL SERVICES DEPARTMENT
UTILITIES DIVISION

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380-5454
209.668.5599 x4452 | FAX 209.668.5501 | TDD 1.800.735.2929

ON SITE AND VERIFIED MARKS WERE
OFF AND 6" MAIN WAS NOT LOCATED.

UTILITY/PROPERTY DAMAGE REPORT

ALL sections are MANDATORY to fill out

Damage Date/Time: 6/14/16 at 3:45 AM (PM)
Utility Representative Notified: ANTHONY GARZA / RY DAVIS with CITY OF TURLOCK
Foreman: DAN VUSS Supervisor: BRAD SMITH Job# 1651616
Date/Time of Damage 6/14/16 3:45 am (pm)
Damage Address: HEADSTREAM RD 600' E/O GGER ROAD
City: TURLOCK State: CA County: STANISLAUS
Damaged Facility Owner CITY OF TURLOCK Ticket# W614700311
If Gas, was 911 notified? YES or NO

Electric	Gas	CATV	Phone/Fiber	Sewer (Water)	Private
<input type="checkbox"/> Single Phase Primary	<input type="checkbox"/> Main	<input type="checkbox"/> Fiber	<input type="checkbox"/> Fiber	<input type="checkbox"/> Service	<input type="checkbox"/> Gas
<input type="checkbox"/> 3 Phase Primary	<input type="checkbox"/> Service	<input type="checkbox"/> Feeder	<input type="checkbox"/> Copper	<input checked="" type="checkbox"/> Main	<input type="checkbox"/> Electric
<input type="checkbox"/> Secondary/Service	<input type="checkbox"/> Other	<input type="checkbox"/> Drop	<input type="checkbox"/> Buried Service	<input type="checkbox"/> Storm	<input type="checkbox"/> Phone
<input type="checkbox"/> Street Light		<input type="checkbox"/> Empty Conduit	<input type="checkbox"/> Duct Package	<input type="checkbox"/> Sanitary	<input type="checkbox"/> Fiber
<input type="checkbox"/> Other		<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

If OTHER, Explain: _____ Type and Size: (count/Pair) TRANSITE 6"

Damaged By: Backhoe/Trackhoe Directional Bore Front End Loader
 Plow Shovel Skid Loader Trencher Other

Employee Causing Damage: DAN SMITH / LARRY CHRISTENSEN LOCATOR

Cause of Damage: Locate marks not present Locates OFF Dug within Buffer Zone
 Dug outside scope of ticket Hit Exposed Facility Hit while hand-digging to expose
 Other, explain fully _____

Was Damage Facility determined to be abandoned? Yes NO NA (circle one) ?
Name of Facility Repair Person Ry Davis Truck#/License# _____ ?
Name of Locate Company City of Turlock Locator Name _____ ?

List Additional Witnesses on back of report.

Was the Facility Marked? YES NO If marked, were locates within 24" YES / NO
Did crew incur downtime? YES / NO IF YES, How much time? 5 HRS OT (ALL)
Describe how damaged happened: BOULDER TO PLACE 2-4" DUCTS 15' FROM RECEIVE P.T HIT UNMARKED WATER MAIN 6" TRANSITE

Was Damage MP's Fault? YES/ NO (circle one)

Supervisor BRAD SMITH Div. Manager LARRY MALEDO
Foreman's Signature [Signature] Dan Vuss #40264
Date: 6-14-16 Pictures Taken? Yes / No
Employee Completing Report: LARRY MALEDO
Additional Notes: _____

See Reverse Side

Additional Witnesses

Name	Company	Contact #
ERIK CHRISTENSEN	MP NEXTLEVEL	(914) 910-5625
MARTY WOODS	MP NEXTLEVEL	

Repair Crew Personnel & Equipment

Arrived at 5:00 am/pm on 6/14/16

Departed at 11:00 am/pm on 6/14/16

Number of Personnel: 7

Number of Trucks: 6

List Equipment used:

3 crew trucks, 2 vac trucks, 1 pick up, a squeeze loader

Action To Be Taken

- Verbal Probation Dismissal Information Only
 Written Suspension Other _____

Comments:

By signing this document, you acknowledge that you have read and understand the information contained herein.



Employee



Manager

6/15/16

Date

6/15/16

Date

For Office Use Only

Date submitted to insurance company: _____ By: _____

Claims Manager _____ Phone: _____

Official Fault Determination _____

Claim Complete: YES or NO

Notes:

Larry Macedo

From: notification@usan.org
Sent: Thursday, May 26, 2016 8:33 AM
To: Larry Macedo
Subject: USA North 811 Confirmation for Ticket W614700311-00W

EMLCFM 00466 USANW 05/26/16 08:33:00 W614700311-00W NORM NEW POLY LREQ

Message Number: W614700311 Rev: 00W Received by USAN at 08:26 on 05/26/16

Work Begins: 05/31/16 at 08:45 Notice: 020 hrs Priority: 2
Night Work: N Weekend Work: N

Expires: 06/23/16 at 23:59 Update By: 06/21/16 at 00:00

Caller: LARRY MACEDO
Company: MP NEXLEVEL OF CALIFORNIA
Address: 1000 HOWE RD STE 100
City: MARTINEZ State: CA Zip: 94553
Business Tel: 559-365-1118 Fax:
Email Address: LMACEDO@MPNEXLEVEL.COM

Nature of Work: DIRECTIONAL BORING TO PL CONS
Done for: ATT Explosives: N
Foreman: CALLER
Cell Tel: 559-365-1118
Area Premarked: Y Premark Method: WHITE PAINT
Permit Type: NO
Vac / Pwr Equip Use In The Approx Location Of Member Facilities Requested: Y
Excavation Enters Into Street Or Sidewalk Area: Y

Location:
Street Address: GEER RD
Cross Street: HEDSTROM RD

SE/COR/O INT GEER RD & HEDSTROM RD ON E/SI/O GEER RD EXT 50' S & FR SAME BEG PT
EXT 650' E ON S/SI/O HEDSTROM RD & INCL 20' INTO PROP ON B STS FOR ALL DIST

Place: TURLOCK County: STANISLAUS State: CA

Long/Lat Long: -120.845679 Lat: 37.519307 Long: -120.849682 Lat: 37.520581

Sent to:
CHATVR = CHARTER COMM - TURLOCK COSTAN = COUNTY STANISLAUS
CTYMDO = CITY MODESTO CTYTUR = CITY TURLOCK
PACBEL = PACIFIC BELL PGEMDO = PGE DISTR MODESTO
TURIRR = TURLOCK IRRIG DIST

City Council Synopsis

October 11, 2016



8A



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

1. ACTION RECOMMENDED:

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

Resolution: Accepting the post event report for the Bring the Ruckus Car Show funded in part by the City of Turlock through the Community Events and Activities Grant Program, requesting \$1,076.64 be returned to the City of Turlock for undocumented expenses, and suspending 2016-17 funding for the Bring the Ruckus Car Show event

Resolution: Re-opening the 2016-17 Community Events and Activities Grant Funding cycle for reallocation of suspended 2016-17 funds

2. DISCUSSION OF ISSUE:

Grant funding for the Community Events and Activities Program was budgeted at \$46,000 for Fiscal Year 2015-16. Grant funding is derived from the transient occupancy tax paid by hotel guests when they stay in Turlock. As part of the grant funding requirements, each organization awarded funds is required to submit a post event report, including invoices for expenses related to their funding.

For this quarter, we have six (6) events from the 2015-16 funding cycle whose events have taken place and have provided post event reports (completed and submitted on time), along with one (1) event whose post event report was submitted on time; however, did not meet grant funding criteria of providing invoices for the full amount funded by the program.

The Central Valley Senior Showcase, Central Valley Brewfest, Turlock Horsemen's Club Jr. Rodeo, Tournament of Champions, 2016 Budweiser Monster Truck Spring Nationals, and the 48th Assyrian State Convention each used the Community Events and Activities Grant Funding to offset expenses for their respective events

OK for Agenda

and submitted all necessary invoices. However, the Bring the Ruckus Car Show only provided invoices for a portion of the granted funds for event purposes.

Copies of the post event reports are attached as Exhibit A.

Staff recommends the Bring the Ruckus Car Show return \$1,076.64 to the City of Turlock for undocumented expenses from the 2015-16 funding cycle and suspend 2016-17 funding in the amount of \$5000 for failure to meet grant funding criteria. Staff also recommends re-opening the 2016-17 funding cycle for reallocation of these funds.

3. BASIS FOR RECOMMENDATION:

- A. As part of the grant funding criteria, recipients must complete a post event report within sixty (60) days of the event/activity date. Failure to return the post event report, including documents/invoices that account for grant expenditures, will require repayment of all grant funds and result in the organization being ineligible for future grant funding.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5 Economic Development

General Principles:

- 5. Promote and support tourism

Action Item:

- 3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for the events is budgeted in account number 120-10-120.47315 "Community Grants Program".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Council may choose not to accept the post event reports or may request additional information.
- B. Council may choose not to request funding be returned and/or reallocate funds to another event(s).

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: Central Valley Senior Showcase II
AMOUNT OF GRANT AWARD: \$3,500

EVENT DATE: 3-24-16

Actual Economic Impact

Total Attendance:	<u>850</u>
Admission/Gate fee?	<u>\$ 5</u>
Number of Out-of-Town Attendees: (50 miles away or farther)	<u>105</u>
Number of Rooms Booked:	<u>n/a</u>
Number of Nights Booked:	<u>n/a</u>
Direct Economic Impact: (Based on \$70/person/day visitor)	<u>\$ 7,350</u>
Direct Economic Impact: (Based on \$150/person/overnight visitor)	<u>\$ n/a</u>
Total Event Budget: (Please attach copy)	<u>\$ _____</u>

1) How did you measure the above statistics?

We kept track of ticket sales and asked guests at the door if they were from out of town.
(Please provide any available documentation to support these statistics.)

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.

[Signature]
Signature of Organization Representative

5-2-16
Date

How did you measure the above statistics? : We kept track of all ticket sales and used those numbers to determine the attendance, though there were individuals who were let in without tickets meaning that more than 850 were actually in attendance. Two volunteers who were manning the entrance polled attendees as they entered, asking if they were from out of town or not and 105 said they were. We did not ask if any guests were staying in hotel rooms or not, but we plan on getting those numbers next year.

Please attach a summary of your event including successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering the event: The Second Annual Central Valley Senior Showcase was very successful in a number of ways. Not only were we able to increase our attendance by 22%, we were also able to award \$2,700 worth of scholarships to students — nearly four times as much as the First Annual Central Valley Senior Showcase. We saw increased participation from local businesses and sponsors and we received a lot of positive feedback from parents, school administrators, and community members. Our biggest challenge involved limited space at the Pitman High gym to display and hold our raffle table and Pitman's concession stand, but that can be addressed with a different venue next year. All in all, we were able to effectively organize, promote, and execute the event on budget. Next year we would like to have the Mayor address the crowd or at least attend the event to show that the City of Turlock is behind us.

Here is an URL link to one of our promotional videos: <http://bit.ly/CVSS2PROMO>

TURLOCK JOURNAL
 138 S. CENTER, TURLOCK, CA 95380
 MAIN 209-634-9141
 FAX - 209-632-8813

ADVERTISING INVOICE

	Invoice Number	Invoice Date
	143741	3/28/2016
Advertiser No.	Amount Due	Due Date
15632	\$13,013.00	4/1/2016

Central Valley Senior Showcase 2
 138 South Center St.
 Turlock, CA 95380
 USA

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Turlock Journal		Central Valley Senior Showcase 2			Invoice No. 143741		3/28/2016
Item Dates	Order No.	Description	No. of Runs	Ad Size	SubTotal	Sales Tax	Amount
3/28/2016 - 3/28/2016	60864	Retail Display: 3 HALF PAGE FULL COLOR ADS	1				\$2,250.00
3/28/2016 - 3/28/2016	60865	Retail Display: 7 HALF PAGE FULL COLOR ADS	1				\$5,250.00
3/28/2016 - 3/28/2016	60866	Retail Display: 3 HALF PAGE FULL COLOR ADS	1				\$2,250.00
3/28/2016 - 3/28/2016	60867	Graphic Design: CREATE AND INSERT 16 PAGE FULL COLOR TABLOID	1				\$1,013.00
3/28/2016 - 3/28/2016	60868	Multimedia: COMMERCIAL PRODUCTION	1				\$500.00
3/28/2016 - 3/28/2016	60870	Multimedia: WEB SITE WALLBOARD	1				\$1,750.00
					SubTotal:		\$13,013.00
					Total Transactions:	6	Total: \$13,013.00

SUMMARY Advertiser No. 15632 Invoice No. 143741 Invoice Amount \$13,013.00

Please return this Portion with your Remittance
 Make checks payable to: Turlock Journal, 138 S. Center Street Turlock, CA 95380

OUR TERMS ARE NET 30 DAYS

Thank you for advertising with us.

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: Central Valley Brewfest EVENT DATE: May 14, 2016

AMOUNT OF GRANT AWARD: \$5,000

Actual Economic Impact

Total Attendance:	<u>2,000</u>
Admission/Gate fee?	<u>\$ 35.00</u>
Number of Out-of-Town Attendees: (50 miles away or farther)	<u>2 out of 10</u>
Number of Rooms Booked:	<u>5</u>
Number of Nights Booked:	<u>1</u>
Direct Economic Impact: (Based on \$70/person/day visitor)	<u>\$ 140,000</u>
Direct Economic Impact: (Based on \$150/person/overnight visitor)	<u>\$ 15,000</u>
Total Event Budget: (Please attach copy)	<u>\$ 28,763</u>

1) How did you measure the above statistics?

Stats provided by online ticket company and hotel partner.

(Please provide any available documentation to support these statistics.)

- 2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc.)
Please see the attached. Are expenses have not been finalized. The attached documents show how the grant provided assistance with printing of our volunteer uniform/shirts and official event mugs. The blurred section of the estimates/invoices contain personal billing and credit card information.
- 3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.
- In four years the Central Valley Brewfest has quadrupled in size. The elevated level of breweries and beer being showcased helped improve the overall perception of the event. This along with a heightened level of PR/Media coverage help bring a staggering 2,000 attendees to the event.
 - Several brands were featured in online and print articles discussing the CV Brewfest. The Modesto Bee, The Modesto View, SF Gate, The Manteca Bulletin, The Stockton Record, The Current and Modesto Content Health and Wellness.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.



5-24-16

Signature of Organization Representative

Date

e-estimate

email: us481@alphagraphics.com

p.209.577.2222

f.209.577.2250

Sold To: Central Valley Brewfest
 1233 Spy Glass Ct
 Ripon CA 95366
 Veronica Camp
 Phone: 209-614-8148
 E-mail: veronicaacamp@gmail.com

No. E#26949

Date 3/10/2016

P.O.

QUANTITY	DESCRIPTION	AMOUNT
2,880	Plastic Sampler - Beer Stein - 5 oz with 1/C Imprint Plastic Sampler - Beer Stein - 5 oz with 1/C Imprint	3,997.50

SPECIAL INSTRUCTIONS Sales Rep: Bruce Taken by: Bruce	Ship Via: Deliver	SUB	7,490.50
	Wanted:	TAX	571.21
		SHIPPING	
		TOTAL	8,061.71

We appreciate your business!

Estimate



Date	Estimate #
4/8/2016	12226

Name / Address
Central Valley Brewfest Veronica Camp [Redacted]

Terms	Rep	Project
50% DN 50% DOR	PR	2016 Brewfest Guys

Item	Qty	Description	Rate	Total
Screenprint	220	1c Full Front	0.85	187.00T
Screenprint	220	1c Full Back	0.85	187.00T
T shirt	180	N6210 Midnight Navy; 15/S, 25/M, 75/L, 65/XL	4.15	747.00T
T shirt	40	" "40/XXL	6.15	246.00T
		PPU S-XL = \$5.85, XXL = \$7.85		

Subtotal		\$1,367.00
Sales Tax (8.125%)		\$111.07
Total		\$1,478.07

Once you accept our estimate it will be converted into a sales order. Sales orders must be signed or approved via email before your order will begin processing.

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

Club Jr. Rodeo
NAME OF EVENT: Turlock Horsemen's EVENT DATE: 4/30/2016
AMOUNT OF GRANT AWARD: \$2000⁰⁰

Actual Economic Impact	
Total Attendance:	<u>400</u>
Admission/Gate fee?	<u>\$ 0</u>
Number of Out-of-Town Attendees: (50 miles away or farther)	<u>200</u>
Number of Rooms Booked:	<u>0</u>
Number of Nights Booked:	<u>0</u>
Direct Economic Impact: (Based on \$70/person/day visitor)	<u>\$3,500⁰⁰</u>
Direct Economic Impact: (Based on \$150/person/overnight visitor)	<u>0</u>
Total Event Budget: (Please attach copy)	<u>see attachment</u>

1) How did you measure the above statistics?

past rodeos

(Please provide any available documentation to support these statistics.)

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

I have enclosed copies of all invoices that I have related to the rodeo, some expenses were paid for

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California.

Should any of the above information change after this date, I will notify the City of Turlock.

Barbara D Silva

Signature of Organization Representative

5/23/2016

Date

Turlock Junior Rodeo Budget

(Figures based on Junior Rodeo for 2016)

Income

Entries Fees \$14,735.00

Sponsors 11,975.00

Total Income 26,710.00

Expenses

Nor Cal Jr. Rodeo Assoc. \$ 717.50

Rodeo Insurance 889.00

Ambulance Fees 937.50

Stock For Rodeo 3,855.00

Judges 550.00

Awards 4,007.64

Secretary/Office 1,007.07

Programs 506.71

Payback 4,787.07

Total Expenses \$17,257.49

Maynard Buckles

PO Box 419
23A Windsong Ave.
Thoreau, NM 87323
(505) 862-7253

Invoice

Date	Invoice #
4/7/2016	82371

Bill To
Turlock Horsemans Club Barbara Silva 2343 East Monte Vista RD Ceres, CA 95307 (209) 573-1837

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/7/2016	UPS		

Quantity	Item Code	Description	Price Each	Amount
27	15-3	Turlock Horseman's Club 2016 (Class) Champion	110.00	2,970.00
3	15-3	Turlock Horseman's Club 2016 All Around (Class)	110.00	330.00

Total			USD 3,300.00	
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Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: Tournament of Champions

EVENT DATE: April 1-3, 2016

AMOUNT OF GRANT AWARD: \$5,000

Actual Economic Impact

Total Attendance:	<u>2,225</u>
Admission/Gate fee?	<u>\$10 per Adult \$5 per Youth</u>
Number of Out-of-Town Attendees: (50 miles away or farther)	<u>2,126</u>
Number of Rooms Booked:	<u>300</u>
Number of Nights Booked:	<u>3</u>
Direct Economic Impact: (Based on \$70/person/day visitor)	<u>\$ 39,410</u>
Direct Economic Impact: (Based on \$150/person/overnight visitor)	<u>\$ 86,400</u>
Total Event Budget: (Please attach copy)	<u>\$ see attached budget</u>

1) How did you measure the above statistics?

Total attendance was calculated based on tickets sold 1,629 plus teams roster 596 individuals.

Number of out-of-town attendees was calculated based on number of tickets sold 1,629 divided by number of teams 26. Each team had an average of 62 guests. Of the 26 teams, 25 were out-of-town. Total team roster was 596 minus Stan State Softball team which consists of 20 attendees. This comes to out-of-town team total of 576 attendees. With an average of 62 guests per team the 25 out-of-town teams brought 1,550 out-of-town guests. Out-of-town team roster attendees 576 plus their out-of-town guests 1,550 equals 2,126 out-of-town attendees.

Number of rooms booked is based on average number of rooms booked by our Stan State Softball team when they travel away. Information on number of rooms booked and nights booked is confidential and was not disclosed to us by the local hotels. Only hotel that was able to disclose information was Holiday Inn. Average number of rooms booked during away games for Stan State Softball team is 12 rooms. 12 rooms per team multiplied by 25 out-of-town teams are 300 rooms booked.

Number of nights booked is based on start and end times of the event. Event started its first game at 9am Friday, April 1, 2016 with most teams arriving to warm up at 7:30am. It is estimated that all out-of-town teams arrived the night before on Thursday, March 31, 2016. Event ended with its last game at 4:30pm Sunday, April 3, 2016. It is estimated that all out-of-town teams departed after the last game.

Direct Economic Impact based on day visitor was calculated by dividing total ticket sales 1,629 by the length of the event, 3 days. This averages 543 guests per day plus our local Stan State Softball team which consists of 20 individuals, totals 563 people. \$70 multiplied by 563 people equals \$39,410 per day. During the 3 days of the event totals \$118,230.

Direct Economic Impact based on overnight visitor was calculated by out-of-town teams, which totals 576 people, multiplied by \$150 equals \$86,400 per day. During the 3 days of the event totals \$259,200.

(Please provide any available documentation to support these statistics.)

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

See attached invoice from City of Turlock.

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

Tournament of Champions Program attached.

Summaries by Aaron Allaire, Assistant Athletics Director of Facilities and Game Operation, Hung Tsai, Assistant Director of Marketing and Jessica Ventoza, Head Softball Coach attached.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.



Michael Matoso, Athletics Director
Signature of Organization Representative

5/25/16

Date

Tournament of Champions Budget

April 1-3, 2016

Revenue

Entry Fees	\$ 18,750.00
\$750 per team (25 teams)	
Ticket Sales	\$ 21,266.00
Programs	\$ 554.00
City of Turlock Grant	\$ 5,000.00
Total Revenue	\$ 45,570.00

Expenses

<u>Printing</u>	
Programs	\$612.20
Posters	\$75.00
Tickets	\$103.70
Supplies	\$328.31
Softball Field Supplies	\$1,377.43
City of Turlock	\$5,012.00
Officials	\$15,830.00
Tournament Staff- Non Volunteers	\$1,543.18
Misc. Expenses	\$688.76
Total Expenses	\$25,570.58
Net Income	\$ 19,999.42

Parks, Recreation & Public Facilities
 Department
 144 S Broadway
 Turlock, CA 95380

(209) 668-5594

CSUS
 801 W Monte Vista Ave
 Turlock, CA 95382



Facility Permit

Status: Approved

Customer Type: Resident

Authorized Agent: Jessica Ventoza

Work: (209) 667-3105 Home:

DATE/USER	PERMIT NUMBER	CHARGES	DISCOUNT	TAXES	REFUNDS & CREDITS	PAYMENTS	NEXT PAYMENT DUE	BALANCE DUE
01/28/2016 Mark Crivelli	20463	\$5012.00	\$0.00	\$0.00	\$0.00	\$0.00	03/02/2016	\$5012.00

RESERVATIONS

EVENT NAME	FACILITY	CENTER
CSUS Tournament Attendance: 1200	Pedretti Field P1	Pedretti Park 2400 Tegner Rd Turlock, Ca 95380
Type: Tournament		
DATES RESERVED	HRS	DATES RESERVED HRS
Friday - 4/1/2016	08:00 AM to 09:00 PM	13
Saturday - 4/2/2016	08:00 AM to 09:00 PM	13
Sunday - 4/3/2016	08:00 AM to 09:00 PM	13
Total Number of Dates: 3		Total Number of Hours: 39

NOTES:

EVENT NAME	FACILITY	CENTER
CSUS Tournament Attendance: 1200	Pedretti Field P2	Pedretti Park 2400 Tegner Rd Turlock, Ca 95380
Type: Tournament		
DATES RESERVED	HRS	DATES RESERVED HRS
Friday - 4/1/2016	08:00 AM to 09:00 PM	13
Saturday - 4/2/2016	08:00 AM to 09:00 PM	13
Sunday - 4/3/2016	08:00 AM to 09:00 PM	13
Total Number of Dates: 3		Total Number of Hours: 39

NOTES:

EVENT NAME	FACILITY	CENTER
CSUS Tournament Attendance: 1200	Pedretti Field P3	Pedretti Park 2400 Tegner Rd Turlock, Ca 95380

Type: Tournament

DATES RESERVED			DATES RESERVED		
		HRS			HRS
Friday - 4/1/2016	08:00 AM to 09:00 PM	13	Saturday - 4/2/2016	08:00 AM to 09:00 PM	13
Sunday - 4/3/2016	08:00 AM to 09:00 PM	13			

Total Number of Dates: 3

Total Number of Hours: 39

NOTES:

EVENT NAME	FACILITY	CENTER
CSUS Tournament Attendance: 1200	Pedretti Field P5	Pedretti Park 2400 Tegner Rd Turlock, Ca 95380

Type: Tournament

DATES RESERVED			DATES RESERVED		
		HRS			HRS
Friday - 4/1/2016	08:00 AM to 09:00 PM	13	Saturday - 4/2/2016	08:00 AM to 09:00 PM	13
Sunday - 4/3/2016	08:00 AM to 09:00 PM	13			

Total Number of Dates: 3

Total Number of Hours: 39

NOTES:

EVENT NAME	FACILITY	CENTER
CSUS Tournament	Sports Complex Field 1(SB) Subj 2 change	Turlock Regional Sports Complex 4545 N Kilroy Rd TURLOCK, CA 95382

Type: Tournament

DATES RESERVED			DATES RESERVED		
		HRS			HRS
Friday - 4/1/2016	09:00 AM to 06:00 PM	9	Saturday - 4/2/2016	09:00 AM to 06:00 PM	9
Sunday - 4/3/2016	09:00 AM to 06:00 PM	9			

Total Number of Dates: 3

Total Number of Hours: 27

NOTES:

EVENT NAME	FACILITY	CENTER
CSUS Tournament	Sports Complex Field 4(SB) Sub to change	Turlock Regional Sports Complex 4545 N Kilroy Rd TURLOCK, CA 95382

Type: Tournament

DATES RESERVED			DATES RESERVED		
		HRS			HRS
Friday - 4/1/2016	08:30 AM to 06:00 PM	9.5	Saturday - 4/2/2016	08:30 AM to 06:00 PM	9.5
Sunday - 4/3/2016	08:30 AM to 06:00 PM	9.5			

Total Number of Dates: 3

Total Number of Hours: 28.5

NOTES:

CHARGES

CHARGE DESCRIPTION	FACILITY/EVENT	UNIT FEE	QTY	TAX	TOTAL CHARGED	DISCOUNTED/PAID	BALANCE DUE
--------------------	----------------	----------	-----	-----	---------------	-----------------	-------------

Field Preps	Pedretti Field P1 - CSUS Tournament	\$25.00	11.00	\$0.00	\$275.00	\$0.00	\$275.00
Light Fee/Softball Pedretti	Pedretti Field P1 - CSUS Tournament	\$12.00	7.50	\$0.00	\$90.00	\$0.00	\$90.00
SB/BB Youth Tournament/With Gate	Pedretti Field P1 - CSUS Tournament	\$190.00	3.00	\$0.00	\$570.00	\$0.00	\$570.00
Field Preps	Pedretti Field P2 - CSUS Tournament	\$25.00	11.00	\$0.00	\$275.00	\$0.00	\$275.00
Light Fee/Softball Pedretti	Pedretti Field P2 - CSUS Tournament	\$12.00	7.00	\$0.00	\$84.00	\$0.00	\$84.00
SB/BB Youth Tournament/With Gate	Pedretti Field P2 - CSUS Tournament	\$190.00	3.00	\$0.00	\$570.00	\$0.00	\$570.00
Field Preps	Pedretti Field P3 - CSUS Tournament	\$25.00	11.00	\$0.00	\$275.00	\$0.00	\$275.00
Light Fee/Softball Pedretti	Pedretti Field P3 - CSUS Tournament	\$12.00	7.00	\$0.00	\$84.00	\$0.00	\$84.00
SB/BB Youth Tournament/With Gate	Pedretti Field P3 - CSUS Tournament	\$190.00	3.00	\$0.00	\$570.00	\$0.00	\$570.00
Field Preps	Pedretti Field P5 - CSUS Tournament	\$25.00	11.00	\$0.00	\$275.00	\$0.00	\$275.00
Light Fee/Softball Pedretti	Pedretti Field P5 - CSUS Tournament	\$12.00	7.00	\$0.00	\$84.00	\$0.00	\$84.00
SB/BB Youth Tournament/With Gate	Pedretti Field P5 - CSUS Tournament	\$190.00	3.00	\$0.00	\$570.00	\$0.00	\$570.00
Field Preps	Sports Complex Field 1(SB) Subj 2 change - CSUS Tournament	\$25.00	9.00	\$0.00	\$225.00	\$0.00	\$225.00
SB/BB Youth Tournament/No Gate	Sports Complex Field 1(SB) Subj 2 change - CSUS Tournament	\$140.00	3.00	\$0.00	\$420.00	\$0.00	\$420.00
Field Preps	Sports Complex Field 4(SB) Sub to change - CSUS Tournament	\$25.00	9.00	\$0.00	\$225.00	\$0.00	\$225.00
SB/BB Youth Tournament/No Gate	Sports Complex Field 4(SB) Sub to change - CSUS Tournament	\$140.00	3.00	\$0.00	\$420.00	\$0.00	\$420.00

PAYMENTS AND REFUNDS

RECEIPT NUMBER	DATE	CHARGE DESCRIPTION	FACILITY/EVENT	AMOUNT
----------------	------	--------------------	----------------	--------

ADDITIONAL CUSTOMER INFORMATION

Company Phone 1: (209) 667-3016

DISCLAIMERS

PLEASE NOTE: IF CITY STAFF HAS NOT ARRIVED TO OPEN THE FACILITY AT THE START TIME OF YOUR RENTAL PLEASE CALL 614-4880.

Notices: If enforcement needed, call Turlock Police 668-1200 **

* Damage, loss charge or other incurred charges shall be deducted from deposit.

* ALL CHARGES, RULES, AND REGULATIONS ARE SUBJECT TO CHANGE

* Renter must provide a \$1,000,000 general liability insurance covering personal injury and property damage together with an Additionally Endorsed insured showing that the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers are named as "additional insured" to the liability policy. Renter may purchase insurance through the City of Turlock at an additional cost.

* Deposit, after appropriate deduction, if applicable, will be returned approximately 20/30 working days following your event.

* Any Revisions made to the contract, less than 2 weeks prior to the event date, are subject to a \$30.00 charge.

* There will be a \$40 fee charged for cancellation of any Building Rental. Cancellations made less than 15 working days prior to the event may be charged 1/4 of the Facility Fee plus the \$40 cancellation fee.

* Failure to attend your set up appointment without prior cancellation will result in a \$25 fee taken from your damage deposit.

* No property and equipment belonging to the City of Turlock will be removed. The renter will be assessed a one (1) hour minimum charge of \$15.00 for item(s) removed from the rented facility. Any property or equipment left in the City building will incur a \$50.00 storage fee and will have to be picked up by the first business day following the rental.

* Security must be in attendance at all rentals where 50 or more guests will attend or alcohol is being served/sold. Security must be hired from the list provided with the Building Rental Form and have a current City of Turlock business license. If not current at the time your security contract is provided we will deny use of that company.

* All alcohol must stop being served by 11:30 pm and out of the building by 12:00 am. No bottle containers allowed. If champagne is being served bottle must be removed from the table after the toast.

* No use of Tobacco is allowed in City of Turlock Facilities.

* Decoration guidelines must be followed. See Building reservation packet supplied at time of reservation.

* No Bounce Houses are allowed at any Building Facility Rental!

* When renting one of the City Facilities, all fees must be paid by the renter whose name is on the agreement. Payment options are Visa/MasterCard or check in the name of the renter or cash. We will no longer accept payments for deposits, facility fees or liability fees from any other person and the damage deposit will only be refunded to the renter.

I acknowledge that I have received and understand the rules & regulations in the Building Rental Form given at the time of rental.

Initial _____

Indemnification:

Renter 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, resulting from or in any manner related to the use of the facility rented; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require the Renter to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of City.

I hereby acknowledge that I have read and understand and agree to all of the hereinabove reflected notice and hold harmless and assumption of responsibility clauses. I further acknowledge that if alcoholic beverages are banned by amendment of the Turlock Municipal Code by the time of this event, then I accept that I and my guests are subject to such ban.

SIGNATURE _____ DATE _____

Notices: If enforcement needed, call Turlock Police 668-1200 **

RENTERS MUST HAVE THIS FORM ON SITE TO PROVE RENTAL FEES ARE PAID AND TO ADDRESS RENTAL OR MAINTENANCE QUESTIONS.

NO PLAYERS ARE ALLOWED ON THE FIELDS PRIOR TO OR AFTER RENTAL TIME OR CUSTOMER WILL BE BILLED FOR ADDITIONAL USE.

RENTAL TIMES MUST INCLUDE PRE-GAME WARM UP AND ALLOW TIME FOR VACATING THE FIELD.

PARK CANCELLATION POLICY:

You will be charged an \$18 cancellation fee to cancel your park reservation. If you cancel less than 5 business days prior to your event date no refund will be given.

PARK TRANSFER POLICY:

An \$8 transfer fee will be charged to change your reservation to another date or area. This change must be made prior to the reservation date.

ALCOHOL POLICY:

There is no alcohol allowed in any park within the City of Turlock.

TOBACCO POLICY:

There is no use of Tobacco allowed in any park within the City of Turlock.

Indemnification:

Renter 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, resulting from or in any manner related to the use of the facility rented; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require the Renter to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of City.

I hereby acknowledge that I have read and understand and agree to all of the hereinabove reflected notice and hold harmless and assumption of responsibility clauses. I further acknowledge that if alcoholic beverages are banned by amendment of the Turlock Municipal Code by the time of this event, then I accept that I and my guests are subject to such ban.

SIGNATURE _____ DATE _____

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: 2016 Budweiser Monster Truck Spring Nationals

EVENT DATE :May 13 & 14, 2016

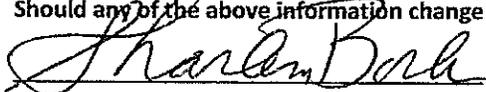
AMOUNT OF GRANT AWARD: \$3,500.00

Actual Economic Impact

Total Attendance:	<u>7000</u>
Admission/Gate fee?	
<u>Advanced: (Adult-\$18.00, Child \$10.00-\$12.00) Gate: (Adult-\$20.00, Child \$15.00)</u>	
Number of Out-of-Town Attendees: <i>(50 miles away or farther)</i>	<u>500</u>
Number of Rooms Booked:	<u>30</u>
Number of Nights Booked:	<u>3</u>
Direct Economic Impact: <i>(Based on \$70/person/day visitor)</i>	<u>\$455,000.00</u>
Direct Economic Impact: <i>(Based on \$150/person/overnight visitor)</i>	<u>\$22,500.00</u>
Total Event Budget: (Please attach copy)	<u>\$75,740.00</u>

- 1) How did you measure the above statistics?
We compared actual figures obtained from the event Advance Ticket Outlets and Event Box Office, and customer/spectator surveys and comments (online, phone and emails).
- 2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)
- 3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.



Signature of Organization Representative

6-16-16

Date



**WGAS Motorsport Entertainment,
LLC**
Office - P & S Lane Newcastle,
California
Phone: (530) 745-0100
Mai: PO Box 216 Cool, CA 95614
Email: info@wgasmotorsports.com
Web: WGASmotorsports.com

Event Summary

**WGAS/Budweiser Monster Truck Spring Nationals
Stanislaus County Fairgrounds, Turlock CA
May 13 & 14, 2016**

Our project exceeded our goals to continue bringing quality, high energy and affordable motorsports entertainment suitable for the entire family to Turlock, California. WGAS received an overwhelming and positive response from the community. Businesses as well as spectators and visitors were very supportive and enthusiastic about our event, and anxiously look forward to us coming back in the Fall.

We would love to discuss suggestions for this event as well as future projects with the City of Turlock.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chelsea Kessler', is written over the typed name.

**Chelsea Kessler, CEO
WGAS Motorsports**



5391 Three Notched Rd, Suite B
 Crozet VA 22932
 Toll Free: 866.233.3104
 custom.tickets@ticketmaster.com

Sales Receipt

Date	Sale No.
07/17/2016	48022

Ship To
 Sharlene Berke
 2515 Woodlark Lane
 Oso, CA 95013

Item	Description	Quantity	Sales Rep		Payment Method	
			Rate	Amount	III	Vis
YELLOW	Yellow Tickets	372	0.00	74.400		
RTO	Red Tickets	373	0.00	74.600		
DESIGN - COLOR CH.	Color Change (charge per additional color used)	1	10.00	10.00		
DESIGN - FORMAT C	Format Change (charge per additional format used)	1	5.00	5.00		
SHIP - US GROUND	US Ground (25)	1	12.50	12.50		
III	III - Your order was designed by Jennifer. Thank you! :) Outside of Virginia, non-taxable	1	0.00	0.00		
			0.00%	0.00		
			Subtotal	USD 176.50		
			Total	USD 176.50		

/CustomTickets

@TMCUSTOMTICKETS

We now offer parking tags and credentials!

You're a ROCKSTAR,
 thank you for your business!

**PAID IN FULL
 THANK YOU**

OUTFRONT[®]

media

Formerly Known as CBS Outdoor

135 US Highway 46, Fairport, NJ 07004
(973) 975-6900

INVOICE

Invoice No. 03820508
Date: 04/28/16

CONTRACT NUMBER	CUSTOMER P.O. / CONTRACT NUMBER	ACCOUNT NUMBER
2077589		1063456

Term: Due Upon Receipt

Ref: Space Contracts 2077578

1300400 21 1250 412 11 AUTO TEL 04677 25402-2744 2 40-NA10M-600001-Poster



Page: 1 of 1



MEDIASONICS
5870 MCFARLAND ROAD
SEBASTOPOL, CA 95472-5724

ADVERTISER: Monster Truck Show

BILLING PERIOD	DESCRIPTION	AMOUNT
04/04/16 TO 04/04/16	SACRAMENTO 30-SHEET POSTERS PRODUCTION Design: Spring Show 5 Units CA STANISLAUS COUNTY SALES TAX	560.00 41.97



TOTAL AMOUNT DUE: 591.97

PLEASE REFER TO INVOICE NUMBER IN ANY CORRESPONDENCE AND WHEN REMITTING

Please Detach and
Submit with Payment

Invoice No.: 03820508
Date: 04/28/16

Account No.: 1063456
Contract No.: 2077589

TOTAL AMOUNT DUE: 591.97

Remit payment to:



Formerly Known as CBS Outdoor

P.O. Box 33074
Newark, NJ 07168-0074

MEDIASONICS
5870 MCFARLAND ROAD
SEBASTOPOL, CA 95472

pd.
part of
check # 10627
5/23/16

Manage your account and pay your bill on-line at www.myoutfrontmedia.com

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: 48th Assyrian State Convention

EVENT DATE: May 27, 2015 through May 30, 2015

AMOUNT OF GRANT AWARD: \$3,750.00

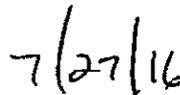
Actual Economic Impact

Total Attendance:	2,706
Admission/Gate fee?	\$ 22,930.00
Number of Out-of-Town Attendees: <i>(50 miles away or farther)</i>	812
Number of Rooms Booked:	68
Number of Nights Booked:	170
Direct Economic Impact: <i>(Based on \$70/person/day visitor)</i>	\$ 170,520.00
Direct Economic Impact: <i>(Based on \$150/person/overnight visitor)</i>	\$ 25,500.00
Total Event Budget: (Please attach copy)	\$ 25,760.72

- 1) How did you measure the above statistics?
2015 attendance was considerably lower than previous year.
(Please provide any available documentation to support these statistics.)
- 2) Please attach any related expenditure records related to the awarded grant funds.(receipts, invoices, etc)
See Convention Report
- 3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.





Signature of Organization Representative

Date

**ASSYRIAN AMERICAN CIVIC CLUB OF TURLOCK
CONVENTION REPORT**

May 31, 2015

Actual Attendance		2706
Income from Entrance	\$	22,930.00
Revenue	\$	<u>22,930.00</u>
Expenses		
Hall Rental	\$	4,000.00
Entertainment	\$	5,000.00
Decoration	\$	2,500.00
Golf Cart Rental	\$	478.26
Insurance	\$	245.62
Printing	\$	409.52
Park Rental for Picnic	\$	1,162.00
Security	\$	2,560.00
Food	\$	6,500.00
Photographer	\$	1,000.00
Portable(Fence, Toilets and Radio Rental)	\$	1,405.32
Utilities	\$	500.00
Total Estimated Expenses	\$	<u>25,760.72</u>
Grant from City Of Turlock	\$	<u>3,750.00</u>
Profit	\$	919.28

TEN-FOUR COMMUNICATIONS

P.O. Box 579106 Modesto, CA 95357-9106
 Bus. 209.529.9967 Fax 209.529.0700
 www.ten-four.com

*paid 7/12/16
 ch # 1073*

Invoice

Date	Invoice #
6/6/2016	50574

Bill To
Assyrian American Civic Club of Turlock PO Box 192 Turlock, Ca 95381

Ship To

S.O. No.	P.O. No.	Terms	Due Date	Rep	Account #	Ship Date
7316		Net 15	6/21/2016	TB	40121	5/25/2016

Item	Description	Ordered	Invoiced	Rate	Backordered	Amount
Radio Rental	as per Cyrus. 209.535.6833	5	5	15.00		75.00T
Radio Rental	Radio Rental, UHF, may need to match freq	1	1	5.00		5.00T
Labor 1041	Radio Rental, KSC-24 sixbank charger	1	1	40.00		40.00
Trace	Program Radios, Contact: Trace Butkovich Outside Sales Email: tbutkovich@ten-four.com Cell: 209.652.1488 Have you seen our new website? http://www.ten-four.com	1	1	0.00	0	0.00
	PU friday 5/25. DO monday 5/26, Memorial day weekend SN:51102354 31201032 40102044 41100677 11002085 6 bank charger + 1 xtra batt					

Billing questions? Contact Diana Hansen 209-529-9967 diana@ten-four.com
 Prompt payment appreciated.

Power output, frequencies, PL code and tone combinations are installed at customer request.
 It is the end users sole responsible for obtaining any license or authorization required and abiding with all rules and regulations required by FCC or any other agency. Licensing is available at www.fcc.gov

Subtotal	\$120.00
Sales Tax (7.625%)	\$6.10
Total	\$126.10
Payments/Credits	\$0.00
Balance Due	\$126.10



JOIN US ON FACEBOOK!



Woody's

Golf & Industrial Vehicles
 P.O. Box 1628
 Turlock, CA 95381-1628

*paid
 woody's cart 6/12/16
 ch # 1068
 \$542.83*

Invoice

Date	Invoice #
5/31/2016	19981

Mail To:
Assyrian American Civic Club of Turlock PO Box 192 Turlock, CA 95381-1415

Service Address:
Assyrian American Civic Club of Turlock 1590 Lander Avenue Turlock, CA 95380 Syrus 535-6833

Terms: Net 30. A finance charge of 2% will be charged on all accounts past due.	Work Ord...	P.O. #	Terms	Rep
			Net 30	TS

Quantity	Item Code	Description	Price Each	Amount
3	Rental, Day	1 Day Rental May 30, 2016 3- flat bed cart \$85.00 per cart	85.00	255.00T
2	Rental, Day	1 Day Rental May 30, 2016 2- flip flops \$55.00 per cart	55.00	110.00T
1	Delivery&PickUp	Deliver: May 30 by 6:30AM PickUp: May 30 7:30PM	150.00	150.00

Recvd By:			Subtotal	\$515.00
			Sales Tax (7.625%)	\$27.83
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
(209) 634-2948	(209) 667-9032	woodyscarts@yahoo.com	Balance Due	\$542.83

Your reservation is booked and confirmed. There is no need to call us to reconfirm this reservation.

Traveler Information

ACHOUR KIVARKIS	No frequent flyer	Ticket #
Adult	details provided	1257777587756

* Seat assignments, special meals, frequent flyer point awards and special assistance requests should be confirmed directly with the airline.

May 25, 2016 - Departure 1 stop

Total travel time: 18 h 24 m

	Beirut	London	5 h 20 m 2,148 mi
	BEY 8:35am	LHR 11:55am Terminal 5	

British Airways 148

Economy / Coach (O) | Confirm seats with the airline *

Layover: 2 h 10 m

	London	San Francisco	10 h 54 m 5,362 mi
	LHR 2:05pm Terminal 5	SFO 4:59pm Terminal 1	

British Airways 287

Economy / Coach (O) | Confirm seats with the airline *

Jun 1, 2016 - Return Nonstop

Total travel time: 4 h 16 m

	San Francisco	Chicago	4 h 16 m 1,847 mi
	SFO 10:41am Terminal 2	ORD 4:57pm Terminal 3	

American Airlines 1145

Economy / Coach (S) | Confirm seats with the airline *

Jun 7, 2016 - Return 1 stop

Total travel time: 14 h 40 m

	Chicago	London	7 h 40 m 3,958 mi
	ORD 10:25pm Terminal 3	LHR 12:05pm +1 day Terminal 3	

Airport check-in with American Airlines

British Airways 1992 Operated by AMERICAN AIRLINES

Economy / Coach (Q) | Confirm seats with the airline *

Layover: 2 h 15 m

	London	Beirut	4 h 45 m 2,148 mi
	LHR 2:20pm Terminal 5	BEY 9:05pm (Arrives on Jun 8,	

Price Summary

Traveler 1: Adult	\$1,080.29
Flight	\$555.00
Taxes & Fees	\$525.29
Expedia Booking Fee	\$7.00

Total: \$1,087.29

All prices quoted in US dollars.

Additional Flight Services

- The airline may charge additional fees for checked baggage or other optional services.



Account Name: SAM DAVID 9455 Transaction Details

Merchant: UNITED 01624934260935

Transaction date: 05/22/2016

Transaction amount: \$1,139.29

Balance:

Reference number: 55432866143000057419735

Transaction type: Purchase

Merchant category: UNITED AIRLINES

Expense category: Airlines

Code: 3000

Add UnitedAirlines@news.united.com to your address book. [See instructions.](#)

UNITED 

Saturday, May 21, 2016

Flight itinerary for Michael Youash

 Michael Youash has shared this upcoming United flight itinerary with you.

Message:

Confirmation number:

IDJWB9

Toronto, ON, CA (YYZ - Pearson)
to San Francisco, CA, US (SFO)

Trip summary

Sat, May 28, 2016

 UA 8361 Operated By AIR CANADA EXPRESS - SKY REGIONAL

1 Connection
7h 36m total

12:30 pm

Toronto, ON, CA (YYZ - Pearson)



1:10 pm

Chicago, IL, US (ORD - O'Hare)

Duration: 1h 40m
Economy (V)
Meals for Purchase

 Terminal Change

1h 11m Layover

 UA 1067

2:21 pm

Chicago, IL, US (ORD - O'Hare)



5:06 pm

San Francisco, CA, US (SFO)

Duration: 4h 45m
United Economy (W)
Meals for Purchase

 Wi-Fi  DIRECTV®

 Terminal Change

Sun, May 29, 2016

 UA 1740

1 Connection
8h 12m total

11:08 pm

San Francisco, CA, US (SFO)



7:54 am

Boston, MA, US (BOS)

Duration: 5h 46m
United Economy (V)
Snacks for Purchase

 Wi-Fi  Power outlets

 Depart SFO: Sun, May 29  Red-eye flight
Arrive BOS: Mon, May 30

41m Layover

 UA 8531 Operated By AIR CANADA EXPRESS - SKY REGIONAL

8:35 am

Boston, MA, US (BOS)



10:20 am

Toronto, ON, CA (YYZ -
Pearson)

Duration: 1h 45m
Economy (T)

 Depart SFO: Sun, May 29  Red-eye flight
Arrive BOS: Mon, May 30

Travelers

Michael Youash	YYZ to ORD	30B	Email address:	myouash@gmail.com
	ORD to SFO		Home phone:	(647) 638-8082
	SFO to BOS			
	BOS to YYZ			

**Miles shown are the actual miles flown for this segment. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual is subject to the rules of the MileagePlus program and, as provided therein, mileage will be credited in accordance with the terms and conditions of the MileagePlus Program in effect at the time of travel, not at the time air travel is purchased, booked or reserved, and accordingly miles may not be awarded for some tickets or miles may be awarded in an amount fewer than shown.

Please do not reply to this e-mail, as it cannot be answered from this address.

For changes (which may result in a fare change) or questions about your reservation, you may contact united.com Support via telephone at 1-888-491-6573 in the U.S. and Canada or in the United Kingdom at 0800-028-5003. Elsewhere, please contact [United Reservations](#).

Thank you for using united.com

Contract #: 434912
 Date: 13 May 2016

User: BDEBRITO
 Status: Firm

iii) Date and Times of Use # of Bookings: 2 Starting: Mon 30 May 16 08:00 AM Ending: Mon 30 May 16 07:30 PM Expected: 300

Facility	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Total
TUOLUMNE RIVER REGIONAL PARK DISTRICT - TRRP A	Mon	30 May 2016	08:00 AM	30 May 2016	07:30 PM	\$246.00	\$335.00	\$581.00
TUOLUMNE RIVER REGIONAL PARK DISTRICT - TRRP B	Mon	30 May 2016	08:00 AM	30 May 2016	07:30 PM	\$328.00	\$0.00	\$328.00

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge
ADMIN FEE (CANCELS & CONTRACT CHANGES)	11:30	1	\$25.00
EXTRA PARKING AREA (TRRP ONLY)	11:30	1	\$75.00
SPECIAL EVENT FEES-TRRP	11:30	1	\$175.00
TRASH CANS, EXTRA	11:30	12	\$60.00
	46:00	15	\$335.00

v) Payment Method

Rental Fees	Extra Fees	Rental Total	Key/Damage Deposit	Total Applied	Balance	Current
\$574.00	\$335.00	\$909.00	\$0.00	\$909.00	\$0.00	\$0.00

Balance of rental due and payable immediately.

Payment Type	Reference	Amount	Date	Receipt Number
Check	Rental	\$287.00	01 Jun 2015	679433
Check	Rental	(\$287.00)	01 Jun 2015	679433
Check	Rental	(\$151.50)	09 Feb 2015	648835
Check	Rental	\$151.50	09 Feb 2015	648835
Check	Rental	\$12.50	01 Jun 2015	679433
Check	Rental	\$274.50	01 Jun 2015	679433
Cash	Rental	\$25.00	12 Aug 2015	696933
Check	Rental	\$287.00	09 Feb 2015	648835
Check	Rental	\$310.00	24 May 2016	741492

vi) Other Information

Tom Michael Insurance Agency Inc.
 2930 Geer Rd. PMB #158
 Turlock, CA 95382

Invoice

DATE	INVOICE #
05/25/2016	2945

TOTAL	ENCLOSED
\$103.20	

BILL TO
Assyrian American Civic Club PO Box 192 Turlock, CA 95381

AGENT	DUE DATE
TMI	06/03/2016

DESCRIPTION	AMOUNT
General Liability - A/I Endorsement w/Scottsdale Ins Effective 05/25/2016 City of Modesto / Tuolumme River Regional Park The additional premium in the amount of \$103.20 must be paid by the above date. Please make check payable to Tom Michael Ins Agency, Inc. Should you have any questions, please have any questions please contact our office at (209) 667-1511. " Thank You For Your Business " Diana B. Reyes	103.20
TOTAL	\$103.20

Please Remit To:
 TMI Agency
 2930 Geer Rd. PMB#158
 Turlock, CA 95382

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

ACCEPTING THE POST EVENT REPORT }
FOR THE BRING THE RUCKUS CAR SHOW }
FUNDED IN PART BY THE CITY OF }
TURLOCK THROUGH THE COMMUNITY }
EVENTS AND ACTIVITIES GRANT }
PROGRAM, REQUESTING \$1,076.64 BE }
RETURNED TO THE CITY OF TURLOCK }
FOR UNDOCUMENTED EXPENSES, AND }
SUSPENDING 2016-17 FUNDING FOR THE }
BRING THE RUCKUS CAR SHOW EVENT }

RESOLUTION NO. 2016-

WHEREAS, grant funding for the Community Events & Activities Program was budgeted at \$46,000 for Fiscal Year 2015-16; and

WHEREAS, grant funding is derived from the transient occupancy tax paid by hotel guests when they stay in Turlock; and

WHEREAS, as part of the grant funding requirements, each organization awarded is required to submit a post event report, including invoices for expenses related to their funding; and

WHEREAS, in the 2015-16 funding cycle, the Bring the Ruckus Car Show received \$5,000 in grant funding to offset event costs; and

WHEREAS, the Bring the Ruckus Car Show completed their post event report (Exhibit A); however, they only provided invoices for a portion of the granted funds for event purposes.

WHEREAS, failure to return the post event report, including documents/invoices that account for grant expenditures, will require repayment of all grant funds and result in the organization being ineligible for future grant funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the post event report for the Bring the Ruckus Car Show, request \$1,076.64 be returned to the City of Turlock for undocumented expenses, and suspend 2016-17 funding for the Bring the Ruckus Car Show event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: Bring The Ruckus Car Show

EVENT DATE: April 9th 2016

AMOUNT OF GRANT AWARD: 5000

Actual Economic Impact

Total Attendance:	<u>105</u>
Admission/Gate fee?	<u>\$0</u>
Number of Out-of-Town Attendees: <i>(50 miles away or farther)</i>	25
Number of Rooms Booked:	<u>4</u>
Number of Nights Booked:	<u>2</u>
Direct Economic Impact: <i>(Based on \$70/person/day visitor)</i>	7350
Direct Economic Impact: <i>(Based on \$150/person/overnight visitor)</i>	<u>\$3750</u>
Total Event Budget: (Please attach copy)	<u>\$ 10,000</u>

1) How did you measure the above statistics?

This event had major potential but the weather did not cooperate and we suffered majorly because of this
(Please provide any available documentation to support these statistics.

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.

Yeshi Wisniewski

4/28/2016

Signature of Organization Representative

Date



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

AGREEMENT NO.16-004A

RENTAL AGREEMENT

DATE: 8/19/2015

FAIRTIME

WITNESSETH

INTERIM X

THIS AGREEMENT by and between the 38th District Agricultural Association
Called the Association: Illicit Car & Truck Club- Yazu Wisniewski
Hereinafter call the Renter

hereinafter

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Associations premises: April 9,2016
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:
Mid-Way & North Parking Lot
3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever: Car Show
4. Renter agrees to pay the Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
 - \$ 450.00 deposit paid, plus \$ 1035.00 rental fees for each event scheduled payable in advance. Security is required (number to be determined by Fair Management) and must be in place throughout the entire event. Insurance is required. Exhibits A, B, C, and D are attached and made part of this agreement.
5. Association shall have the right to audit and monitor any and all records, as well as maintaining access to the premises.
6. Renter further agrees to indemnify, defend and hold harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations governing space, attached Exhibit 1 and Exhibit 2, hereof are made a part of this agreement as though fully incorporated herein, and the Renter agrees that they have read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed in the best interests of Association.
12. Special Provisions:

Any additional use of Fairgrounds facilities, accessories, equipment, garbage, damage, labor, straw and/or shaving disposal will be subject to charges shown on the current rental rate sheet. Fairgrounds reserve the right to charge for related parking and overnight camping.

The Stanislaus County Fair reserves the right to:
Assign all food and beverage vendors
Retain revenue from food & beverage sales-including alcohol
Designate parking for events
Retain revenue from paid parking fees for events

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

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

Renter: Yazu Wisniewski
Illicit Car & Truck Show
Address: 139 W. Minnesota Ave. # 1203
Turlock, CA 95382

Stanislaus County Fair
38th District Agricultural Association
Address 900 North Broadway, Turlock, CA 95380

By
Title
Signed

By Chris Borovansky
Title Chief Executive Officer

Signed _____



MODESTO'S COPY CENTER

1700 McHenry Ave., Suite 45
Modesto, CA 95350

(209) 527-8300 • Fax (209) 527-7263

www.dittosprint.com

Yeshi Wisniewski
Illicit Car and Truck Club

Phone: 209-818-3295

INVOICE

No. **117665**
reprint #1

Date 3/8/16

Customer P.O. No.
Car and Truck Postcards

||

QUANTITY	DESCRIPTION	AMOUNT
1,000	Yeshi's Postcards - 4/4 - 14PT - C2S - 4x6	59.99
Sales Rep: DITTOS Account Type: COD PLEASE REMIT TO: DITTOS PO BOX 970 SAN JOSE, CA 95108		SUB 59.99
		TAX 4.57
		SHIPPING
		TOTAL 64.56

Romos Unique Desigs

INVOICE

phone number: (209)202-0109
 email: Romosdesigns@gmail.com

DATE: April 11, 2016
 INVOICE #: 87659

Bill To: Illicit Car and Truck Club
 139 W. Minnesota Ave #J203
 Turlock Ca 95382

Ship To: Customer Pick Up

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					PAID CASH

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50	Top 50 Etched Mugs	\$10.00	\$ 500.00
5	Top 5 motorcycles	\$10.00	50.00
5	Top 5 bikes	\$10.00	50.00
5	Top 5 under construction	\$10	50.00
5	Special appreciation awards	\$10.00	50.00
1	Best of show	\$350.00	350.00
SUBTOTAL			\$ 1,050.00
TAX RATE			
SALES TAX			-
SHIPPING & HANDLING			
TOTAL			\$ 1,050.00

THANK YOU FOR YOUR BUSINESS!



8080 Haskell Ave, Los Angeles, CA 91406
Toll Free: 888.888.4211
Mon-Fri(24 hours) Sat-Sun(6am-5pm PT)

Invoice for Order # 2188588

Bill to: Yeshi Wisniewski

Order Date: 02/4/2016
P.O.#:

Yeshi Wisniewski
139%20W.%20Minnesota%20Ave, J203, Turlock, CA, ID 2956362
Email: yodasfantasy@yahoo.com | Phone: (209) 818-3295

Product Details	Shipping Method & Destination	Quantity	Price
ITEM #3239890 Product: Stickers Size : 2" x 2" Paper : 4 mil. White Vinyl High Gloss (UV) Printed Side : Front Only Rounded Corners : No Turnaround : 4 Business Days	Shipping Method Home Delivery Shipping Address Yeshi Wisniewski 139 W. Minnesota Ave J203 Turlock, CA 95382 Phone: (209) 818-3295 Shipping Cost: \$11.23	200	\$28.48

Payment Information

Credit Card
Payment Date: 02/04/2016

Subtotal	\$28.48
Shipping	\$11.23
Sales Tax	\$2.17
Order Total	\$41.88
Paid	\$41.88
Balance Due	\$0.00

All orders are subject to the Terms & Conditions on Updatng.com. For details, please visit <http://www.updatng.com/terms.html>



D VINYL GRAPHIX
 8384 LANDER AVENUE
 HILMAR, CA 95324
209.667.4849
 DVINYLGGRAPHIX@GMAIL.COM

INVOICE

DATE	INVOICE #
4/11/2016	5908

BILL TO
ILICIT CAR & TRUCK CLUB

SHIP TO

PROJECT
Bring The Ruckus Car Show

QUANTITY	ITEM	DESCRIPTION	PRICE	TOTAL
15	T-SHIRT - XL	VARIOUS SIZED T-SHIRTS BLACK, WHITE GRAPHIC, INCLUDES DESIGN SET UP	\$22.50	\$337.50
1	APPAREL			
1	HATS			

THANK YOU!

SUBTOTAL	\$ 337.50
TAX (0.00%)	
TOTAL	\$ 337.50
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$ 337.50

Order Details | Order # GDF3J-G3A84-0D1

Order Date: 8/17/2015 9:49 PM
Estimated Date of Arrival: 8/28/2015
Order Status: **Shipped**

Shipping Address

yeshi wisniewski
139 w minnesota ave
#j203
turlock, 95382
United States of America
2098193295
Illicit Car and Truck Club

Billing Address

yeshi wisniewski
139 w minnesota ave
#j203
turlock, 95382
United States of America
2098193295
Illicit Car and Truck Club

Delivery Speed

Economy

Payment Information

 Exp. 12/2099

Order Total

Product Total	\$42.98
Shipping & Processing Economy - Est. Arrival Aug 28	\$9.99
Sales Tax	\$4.04
You Paid:	\$57.01

[Reorder](#)



Small Postcards

Small Postcard

Status: **Shipped**
Track: 1Z7R44E20365444274
Carrier: UPS Ground

Qty 500

Base Price		\$60.00 \$24.99
Uploaded logo/photo/design	1	FREE
Uploaded logo/photo/design	1	FREE

6/7/2016

Order Details

Color Back Side	500	\$24.00 \$17.99
80lb one-sided Glossy with UV Varnish		INCLUDED

Item Total * **\$42.98**

*State sales tax is required on this item.



8000 Haskell Ave. Los Angeles, CA 91406
Toll Free: 888.858.4211
Mon-Fri(24 hours) Sat-Sun(6am-5pm PT)

Invoice for Order # 2232677

Bill to: Yeshi Wisniewski

Order Date: 02/26/2016
P.O.#:

Yeshi Wisniewski
139%20W.%20Minnesota%20Ave, J203, Turlock, CA. ID 2956352
Email: yodasfantasy@yahoo.com | Phone: (209) 818-3295

Product Details	Shipping Method & Destination	Quantity	Price
ITEM #3305118 Product: Stickers Size : 3" x 3" Paper : 70 lb. Label High Gloss (UV) Printed Side : Front Only Rounded Corners : No Turnaround : 4 Business Days	Shipping Method Home Delivery Shipping Address Yeshi Wisniewski 139 W. Minnesota Ave J203 Turlock, CA 95362 Phone: (209) 818-3295 Shipping Cost: \$12.51	200	\$51.01

Payment Information

Credit Card
Payment Date: 02/26/2016

Subtotal	\$51.01
Shipping	\$12.51
Sales Tax	\$3.89
Order Total	\$67.41
Paid	\$67.41
Balance Due	\$0.00

All orders are subject to the Terms & Conditions on Uprinting.com. For details, please visit <http://www.uprinting.com/terms.html>

ADDRESS ONLY

DATE

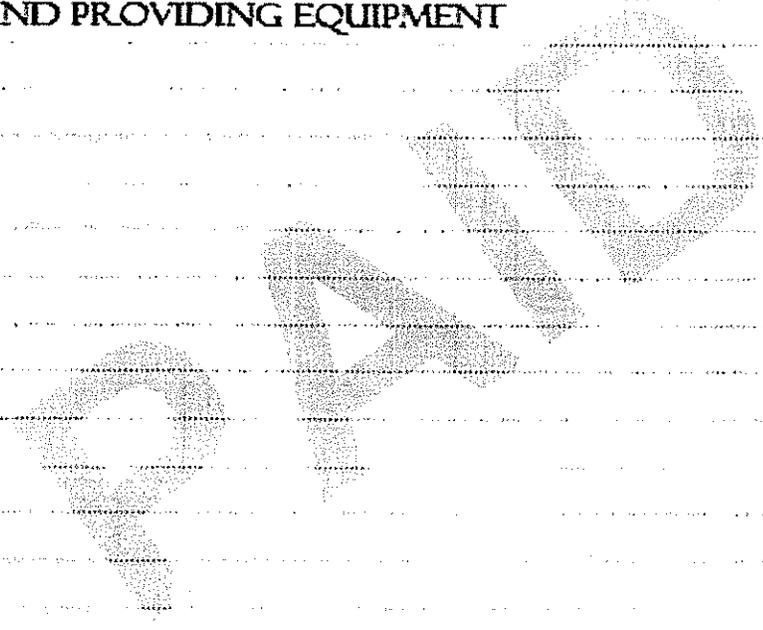
MAILING
INFO

HOFFLER SOUNDS
1036 ORANGEBURG
MODESTO CA.
953850

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

SHOW AND PROVIDING EQUIPMENT

\$150.00



[Handwritten Signature]
Thank You For Your Business!

To Whom It May Concern,

The Royal Order has received payment of \$100.00 from Yeshi Wisniewski on 4/28/2016 for our scheduled performance at Bring The Ruckus Car Show and Concert at Stanislaus County Fairgrounds on 4/28/2016. Thank you very much.

Sincerely,

Gracie Shaw

Vocalist of The Royal Order

 The Royal Order

RECEIPT

Date 4-28-16

No. 17TEN

Received From Yeshi Wisniewski

Amount \$ 100-

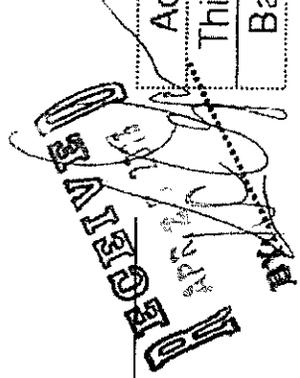
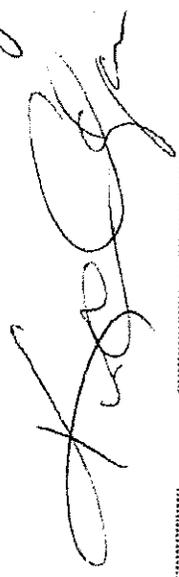
Amount 100- Dollars

For Payment of Buying The Rucker Car Show Performance

From _____ to _____

Paid by Cash
 Check No. _____
 Money Order

Received By K.C. Agar



Yeshi Wisniewski

Account Amt	<u>100</u>
This Payment	<u>100</u>
Balance Due	\$ <u>-0-</u>

Cash Receipt		Date: 4-28-16
		Number:
		Amount: \$125
Description	Sinick's Performance at BRING THE RUCKUS	
Charged to	YESHE WISNIEWSKI / ELIOT CAR CLUB	
Received by	ANDREW ZARALOWA	
Approved by	Sinicke Band	

A large, stylized handwritten signature, possibly reading "AS", is written in black ink below the receipt table.

Cash Receipt

Receipt Number: 53

Date: 4/28/2016

Received From : Illicit Car Club the amount of \$125.00.

For: Zombie Death Stench Performance at Bring The Ruckus Car Show and Concert

Current Balance: \$ 125.00
Payment Amount: \$ 125.00
Balance Due: \$ 0.00

<input checked="" type="checkbox"/>	Cash
<input type="checkbox"/>	Cheque
<input type="checkbox"/>	Money Order

Received By: *Sean Walker*

W.D. "ADS"

PAYMENT RECEIPT

NAME OF RECEIVER: ILLCIT CAR CLUB

AMOUNT DUE: \$100

DESCRIPTION: STIGMURDER PERFORMANCE

AT BRING THE RUCKUS. WE WERE PAID
\$100 BY ILLICIT CAR CLUB/YESHI WISNIEWSKI
ON 4/28/2016

RECEIVER NAME: *Nephtalim Lorie*

RECEIVER ADDRESS: ATWATER CA.

From:

Stacklife Hydraulics
1301 Martin Ave Suite C
Modesto Ca. 95350

To:

Receipt

Yeshi Wisniewski
139 W. Minnesota Ave #J203
Turlock Ca. 95382

Invoice #	0000701
Invoice Date	04/09/2016
Due Date	04/09/2016

Item	Description	Unit Price	Quantity	Amount
Service	Stacklife Hydraulics provided all equipment, sanctioning fees, and awards for the HOP Contetst at Bring The Ruckus Car Show and Concert 2016	550.00	1.00	550.00

NOTES: Stacklife has received \$550.00 cash payment from Yeshi Wisniewski the day of event for services rendered.

Subtotal	550.00
Total	550.00
Amount Paid	550.00
Balance Due -	\$0.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-OPENING THE }
2016-17 COMMUNITY EVENTS AND }
ACTIVITIES GRANT FUNDING CYCLE FOR }
REALLOCATION OF SUSPENDED 2016-17 }
FUNDS }
_____ }

RESOLUTION NO. 2016-

WHEREAS, grant funding for the Community Events & Activities Program was budgeted at \$46,000 for Fiscal Year 2016-17; and

WHEREAS, grant funding is derived from the transient occupancy tax paid by hotel guests when they stay in Turlock; and

WHEREAS, as part of the grant funding requirements, each organization awarded is required to submit a post event report, including invoices for expenses related to their funding; and

WHEREAS, in the 2015-16 funding cycle, the Bring the Ruckus Car Show received \$5,000 in grant funding to offset event costs; however, only provided invoices for a portion of the granted funds; therefore, were asked to return \$1,076.64 in undocumented expenses; and

WHEREAS, failure to meet grant funding criteria during the 2015-16 funding cycle resulted in suspension of 2016-17 funding, in the amount of \$5,000, for the Bring the Ruckus Car Show.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-open the 2016-17 funding cycle for reallocation of these funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

October 11, 2016



88



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

Prepared by: Nathan Bray, P.E., Principal Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

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

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

Resolution: Appropriating \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On July 22, 2016, Staff was notified by Union Pacific Railroad (UPRR) that UPRR needed to perform work on their tracks within the Monte Vista Avenue road crossing. UPRR stated they had detected a deficiency in the profile of their tracks and this correction was a safety matter. UPRR requested the City's help as it relates to traffic control (closing the road), off haul of the debris generated and paving back a smooth transition. In past experiences the City has coordinated and worked with UPRR with such requests as to ensure the closure was the least impactful to the community by getting notices out ahead of time and making sure the finished product was performed the way the City expects. Previous instances of coordinating this effort were successful.

OK for Agenda

UPRR initially proposed performing this work on July 25, 2016 giving the City only two days' notice. Staff responded to the request that with such short notice the City was not able to participate in this effort. UPRR then stated the latest this work could be completed was August 8-10, 2016. Staff put in motion the necessary processes to meet this demand in order to minimize the impact to the community.

On August 4, 2016, UPRR notified City staff they could not meet the agreed upon start date of August 8, 2016. The new date of commencement was August 22, 2016. UPRR could not push this out any longer as this maintenance was a safety issue. Staff again put in motion the necessary processes to meet UPRR's demands.

Staff and UPRR mobilized crews on August 22, 2016 to perform the work required. Staff had removed approximately 2' of roadway adjacent to the UPRR tracks, as UPRR stated the work would only raise the tracks by about ½-1". Based on this stated vertical adjustment, Staff anticipated a smooth transition over the tracks. UPRR performed their work correcting the track defect and placed the concrete surfacing when they were completed. When Staff went to pave back the transition, it became apparent that UPRR had raised the tracks more than 1" as originally discussed. Along with the increased vertical change, the concrete panels were not flush with each other. Staff was required to pave back to the new crossing and open the road as Staff does not have the ability to perform additional grinding and paving as needed to make the transition smooth.

Per the Public Utilities Commission, the street crossing over a railroad facility is the responsibility of the Agency, 2' from the tracks and beyond. In order to make the transition smoother, Staff put together a project that grinds 32' on either side of the tracks and repaves the transition. This will help transition Monte Vista to the new grade of the tracks.

On August 30, 2016, one bid was received for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing." George Reed Inc. of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$71,530.

Bid Summary:

COMPANY NAME	BID AMOUNT
George Reed Inc.	\$71,530.00

This project will grind 32' from the tracks, repave the transition, install traffic signal loops that are damaged as a result of grinding, and restripe the area. This work will make the transition smoother for a pleasant ride crossing the tracks.

As of the time of preparing this report, Staff had reached out to UPRR to inform them additional work was needed on their concrete panels. UPRR is going to review the installation and report back to the staff. There is mutual understanding UPRR will provide the flagging (for trains, as required by UPRR when working within their right-of-way) at no expense to the City or City's contractor.

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder submitting a responsive bid.
- B. This modification to the crossing of Monte Vista Avenue at the Union Pacific Railroad tracks is needed as a result of previous work performed by UPRR.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Project Cost	Contractor Bid Cost	Construction Contingency (10%)	Construction Engineering, Materials Testing and Inspection	Preliminary Engineering (Staff and previous paving work))
\$94,836	\$71,530	\$7,153	\$7,153	\$9,000

The Construction Contingency and Construction Engineering, Materials Testing and Inspection in the proposed budget are estimates and will only be expended as expenses are incurred.

This project was not anticipated at the time of preparation of the Fiscal Year 2016-17 budget, and therefore funding was not identified. However, with the appropriation of funds as identified above, sufficient funding will be available in account number 217-50-511.51270 "Construction Project."

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves negligible or no expansion of use of the existing facility. In accordance with Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project does not involve any expansion of use to the facility.

7. ALTERNATIVES:

- A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA.
- B. Reject all bids submitted for this project. Staff does not recommend this alternative because this project is needed to correct the transition of Monte Vista Avenue at the UPRR tracks.

**CITY OF TURLOCK
 BIDDER'S SUMMARY**

PROJECT TITLE: Monte Vista Avenue and Golden State Boulevard Railroad Crossing
 PROJECT NUMBER: 16-67
 BID OPENING: Tuesday, September 27, 2016
 2:00 PM

ANTICIPATED COUNCIL AWARD DATE: October 25, 2016

1

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		George Reed, Inc.	
				Unit Price	Total	Unit Price	Total
1	TTCP	LS	1	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
2	Grinding	SY	912	\$5.00	\$4,560.00	\$15.00	\$13,680.00
3	HMA	TN	110	\$250.00	\$27,500.00	\$285.00	\$31,350.00
4	Striping	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
5	Traffic Signal Detector System	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
Total =					\$54,060.00		\$71,530.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-67

Monte Vista Avenue and Golden State Boulevard Railroad Crossing

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

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

hereinafter called "Contractor" on this 11th day of October, 2016 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On October 11, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: grinding by the coldplane method existing hma surfacing, placing temporary traffic control, hma paving (overlay), striping, coordinatin with Union Pacific Railroad (excluding right of entry agreement) and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown

on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-67, "Monte Vista Avenue and Golden State Boulevard Railroad Crossing ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Seventy One Thousand Five Hundred Thirty and NO/100ths Dollars (\$71,530.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Five (5)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Delay Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City

may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand Five Hundred** and no/100ths Dollars (**\$2500.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the

contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs

4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

- 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
- 1.2. Current during the work paid by force account.
- 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business the Contractor does not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the

beginning of that delay; or

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

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.

24. Contractor's 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 additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (4) Surety bonds as described below.
- (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.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional 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 or with an insurer to which the City has provided prior approval.
- (f) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (h) Subcontractors: Contractor shall include all subcontractors as 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.
- (i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30)

days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Nathan Bray
Development Services Department
156 S. Broadway, Suite 150

Turlock, California 95380-5456
Telephone: (209) 668-6035
E-mail: NBray@turlock.ca.us

32. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

33. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

34. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 23 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

GEORGE REED, INC.

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

or

Print Name

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

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

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal,
and _____, incorporated under the
laws of the State of _____, and authorized to execute bonds and undertakings
as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a
municipal corporation of the State of California, in the sum of
_____ Dollars (\$ _____) for
the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their
administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has
entered, or is about to enter, into a certain contract with the City of Turlock, entitled
"Agreement for **City Project No. 16-67, "Monte Vista Avenue and Golden State
Boulevard Railroad Crossing ,"** a true and correct copy of which agreement is presently on
file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred
to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work
contracted to be performed under said contract, then this obligation shall be void, otherwise to
remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any
provision of said contract or in any plans and specifications referred to herein, and no forbearance
on the part of the City shall operate to release the Surety from liability on this Bond, and consent
to make such alterations without further notice to or consent by the Surety is hereby given, and
the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of
California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of _____ Dollars (\$ _____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 16-67, "Monte Vista Avenue and Golden State Boulevard Railroad Crossing,"**" a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)
Phone: _____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING }
CITY PROJECT NO. 16-57 "MONTE VISTA }
AVENUE AND GOLDEN STATE BOULEVARD }
RAILROAD CROSSING" IS EXEMPT FROM }
THE PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15302 }
(REPLACEMENT OR RECONSTRUCTION) OF }
THE CEQA GUIDELINES }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the California Environmental Quality Act (CEQA) requires the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consists of the replacement or reconstruction of existing facilities; and

WHEREAS, the key consideration in the applicability of Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines is the project involves negligible or no expansion of use of the existing facility; and

WHEREAS, the purpose of City Project No. 16-57 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" is to replace the existing asphalt crossing with a new asphalt crossing that is a smoother transition and does not involve any expansion of use of the existing facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-57 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$95,000 TO ACCOUNT NUMBER }
217-50-511.51270 "CONSTRUCTION }
PROJECT" TO BE FUNDED FROM FUND 217 }
"SECTION 2103 GAS TAX" RESERVES FOR }
CITY PROJECT NO. 16-67 "MONTE VISTA }
AVENUE AND GOLDEN STATE }
BOULEVARD RAILROAD CROSSING" TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THIS PROJECT }

RESOLUTION NO. 2016-

WHEREAS, Union Pacific Railroad has adjusted their tracks vertically and has created a rough crossing at Monte Vista Avenue; and

WHEREAS, City Project No. 16-67, " Monte Vista Avenue and Golden State Boulevard Railroad Crossing" will adjust and smooth the transition over the railroad tracks at Monte Vista Avenue; and

WHEREAS, Section 2103 Gas Tax Funds are funds used for local road projects and there are sufficient reserves to fund this project; and

WHEREAS, funding for this project is not currently included in Fiscal Year 2016-17 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$95,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of October, 2016, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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