

City Council Agenda



JANUARY 14, 2020

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Nicole Larson
Gil Esquer
Vice Mayor
Andrew Nosrati
Becky Arellano

Interim City Manager
Michael I. Cooke
City Clerk
Jennifer Land
City Attorney
Douglas L. White

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. Members of the public will be allowed three (3) minutes for comments.

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.

0. A. **CALL TO ORDER**
- B. **SALUTE TO THE FLAG**
- C. **ROLL CALL**
- D. **DECLARATION OF CONFLICTS**

1. **CLOSED SESSION:**

The Closed Session item(s) for this meeting have been agendaized and will be heard toward the latter part of the meeting.

2. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

3. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:

- A. Recognition: Employee of the Month, December 2019, Parts Inventory Clerk Scott Threet
- B. Proclamation: Healthcare Heroes, presented to Regina Amador, Allie Jeffery, Cortney Hartsfield, and Terrie King
- C. Appointment: Vice Mayor
- D. Appointment: CDBG Grant Selection Committee (Community Members)
- E. Appointment: CDBG Grant Selection Committee (Council Representatives)

4. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), 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 three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

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

6. 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 Weekly Demands of 11/21/19 in the amount of \$3,362,648.34; Weekly Demands of 11/28/19 in the amount of \$6,015,287.46; Weekly Demands of 12/5/19 in the amount of \$560,384.69; Weekly Demands of 12/12/19 in the amount of \$1,226,118.80
- B. Motion: Accepting Minutes of the Special Meeting of November 12, 2019; Minutes of the Special Meeting of December 3, 2019
- C. Motion: Approving Amendment No. 5 with Kleinfelder, Inc. of Stockton, California, extending the term of the agreement and increasing the compensation by \$10,000 (Fund 413) for materials testing and inspection services for City Project No. 15-39E "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" (upgrade and expansion of the wastewater treatment plant), bringing the contract total to \$188,500
- D.
 - 1. Motion: Approving Change Order No. 2 (Final) in the increased amount of \$3,945.25, bringing the contract total to \$434,876.50, for City Project No. 16-58 "Christoffersen Parkway Class II Bicycle Improvements"
 - 2. Motion: Accepting improvements for City Project No. 16-58 "Christoffersen Parkway Class II Bicycle Improvements," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Accepting improvements for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue" and authorizing the City Engineer to file a Notice of Completion

-
- F. **Motion:** Approving Amendment No. 1 to the agreement with GDR Engineering, Inc., of Ceres, CA, for City Project No. 17-57, "Retainer Agreement for Engineering and Surveying Services" to increase the total compensation by \$14,670 bringing the contract total to \$164,670
 - G. **Motion:** Approving an Agreement with Carollo Engineers, for On-Call Hydraulic Modeling Services Drinking Water System for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in a total amount not to exceed \$50,000 (non-general fund) over the four-year term of the Agreement, if all renewal periods are exercised
 - H. **Motion:** Awarding RFQ No. 19-047 and approving an Agreement between the City of Turlock and Townsend Public Affairs for government relations and advocacy services, for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed \$60,000 (non-general fund), for a total not-to-exceed amount of \$240,000 over the 4-year term of the Agreement, if all renewal periods are exercised
 - I. **Motion:** Authorizing the Interim City Manager to pay Delfino Madden O'Malley Coyle & Koewler LLP for specialized legal services related to human resources/personnel matters an additional \$6,400, for a total contract amount of \$31,400, from account number 110-10-108.47325 "City Attorney Investigations/Litigation" where sufficient funds are currently budgeted
 - J.
 - 1. **Motion:** Authorizing renewal of an Agreement between the City of Turlock and Microsoft through the reseller SoftwareONE, Inc. for a period of three (3) years in the amount of \$73,453.88 per year for a total amount of \$220,361.64 at the end of three (3) years and an Enrolled Affiliate true up in the amount of \$4,530.57 for additional computers deployed since the last billing period
 - 2. **Resolution:** Appropriating \$13,000 to account number 501-10-130.43047 "Microsoft Licensing" to be funded from unallocated reserves in various funds (as outlined in "Attachment A" to the Resolution) for additional Microsoft licensing and Enrolled Affiliate true up costs
 - K. **Motion:** Ratifying approval of the agreement between the City of Turlock and the Mountain Valley Emergency Medical Services Agency for participation in the Basic Life Support Program and execution of such agreement by the Interim City Manager
 - L. **Motion:** Accepting the improvements for City Project No. 19-54, "Emergency Repair on Tuolumne Road" and authorizing the City Engineer to file a Notice of Completion

7. FINAL READINGS:

- A. **Recommended Action:**
Ordinance: Amending the Turlock Municipal Code Title 8, Chapter 1, Article 1; Chapter 2, Article 1; Chapter 5, Article 1; and Chapter 6, Article 1 to adopt the 2019 California Building Standards Code with specific modifications based on local conditions as introduced at the December 10, 2019 City Council meeting (*Callaway*)
- B. **Recommended Action:**
Ordinance: Amending the Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4 to adopt the 2019 California Fire Code with specific modifications based upon local conditions as introduced at the December 10, 2019 City Council meeting (*Gomez*)

C. **Recommended Action:**

Ordinance: Amending the Turlock Municipal Code Title 6, Chapters 3, 4, and 5, regarding payment of collection charges for garbage, rubbish, and garden refuse, sewer service, and water service to implement a quadrant-based utility service billing cycle as introduced at the December 10, 2019 City Council meeting (*Morgan*)

8. **PUBLIC HEARINGS:** None

9. **ACTION ITEMS:**

- A. Request to approve the Regional Surface Water Supply Phase 3 Project Design and Construction Funding Agreement in substantially the form as presented at this meeting (*Cooke*)

Recommended Action:

Motion: Approving the Regional Surface Water Supply Phase 3 Project Design and Construction Funding Agreement in substantially the form as presented at this meeting

- B. Request to adopt a policy on the use of revenues derived from the various Council approved cannabis-related businesses (*Cooke*)

Recommended Action:

Resolution: Adopting a policy on the use of revenues derived from the various Council approved cannabis-related businesses

10. **CITY MANAGER REPORTS/UPDATES**

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

- A. The City Council will receive information regarding the formation of a Community Priorities Advisory Committee ("CPAC") and associated scope of work (*Cooke/Pitt*)

No City Council action is requested. This item is informational only regarding the formation of a Community Priorities Advisory Committee ("CPAC") to provide the Interim City Manager recommendations to assess and prioritize essential, General-Funded City of Turlock ("City") services and programs with the following objectives:

- a. Continue ongoing public outreach efforts and help develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service;
- b. Review aspects of key General-Funded City operations, prioritizing community expectations for the levels of service provided by five General-Funded City departments: Police, Fire, Parks and Recreation, Development Services and Administration; and
- c. Review fiscal strategies and constraints associated with continued delivery of high-quality services at current or increased levels.

- B. Development Services Department Update (*Bray*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

13. CLOSED SESSION:

A. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Gary Miller

Agency Claimed Against: City of Turlock

B. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Frank Carson

Agency Claimed Against: City of Turlock

C. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Cristina Herrera

Agency Claimed Against: City of Turlock

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

**IN RECOGNITION OF
REGINA AMADOR, ALLIE JEFFERY,
CORTNEY HARTSFIELD, AND TERRIE KING
"HEALTHCARE HEROES"**

January 14, 2020

WHEREAS, individually, Regina Amador, Allie Jeffery, Cortney Hartsfield, and Terrie King are each healthcare heroes; and

WHEREAS, each of these women have changed people's lives through their work, redefined the importance of caring, giving, and sharing, and all while successfully balancing work and the needs of their families; and

WHEREAS, Regina Amador works as the Director of Operations for a healthcare foundation, created a family-based healthcare and mental health program, with her husband Bruce, and is relentless in her pursuit of healthcare excellence and helping the healthcare foundation care for more people every day; and

WHEREAS, Allie Jeffery volunteers with numerous community events, helps find medical and dental care for the homeless and uninsured all while being a working mother of two Allie is not afraid of a challenge and shares her love of learning about other cultures and volunteering in the community with her daughters; and

WHEREAS, Cortney Hartsfield is the Director of Operations for EMC Health as well as an ordained minister. Cortney is able to connect with numerous people in the community and beyond, takes the time to listen, and understands the power of touching one life at a time; and

WHEREAS, Terrie King recently retired from Emanuel Medical Center. Terrie is a consummate problem solver, always determined to find the answer, and is relentless in making sure that people in need are helped.

WHEREAS, these women are being honored as healthcare heroes in the community for doing common things uncommonly well.

NOW, THEREFORE, I, AMY BUBLAK, 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 commend Regina Amador, Allie Jeffery, Cortney Hartsfield, and Terrie King for their gracious efforts and contributions to the local Turlock community.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of January, 2020.

AMY BUBLAK, MAYOR
City of Turlock, County of Stanislaus,
State of California

CDBG GRANT SELECTION COMMITTEE**Appoint to Term(s) Expiring on 12/31/20****Two (2) Applicants:**

Abe Rojas	
Beverly Spielman	

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. It is estimated the Committee will fund approximately \$50,000 in grants this year.



JENNIFER LAND
CITY CLERK

RECEIVED

DEC 10 2019

City of Turlock
Administrative Services



OFFICE OF THE CITY CLERK
jland@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

☐ Parks, Arts & Recreation
Commission

☐ Stanislaus County Local Task Force
on Solid Waste

☐ Planning Commission

☐ Turlock Mosquito Abatement District
Board of Trustees

☒ Other CDBG

Please provide the following information (use reverse side or additional paper, if needed)

Name: ABE ROJAS

Address: [REDACTED] Zip Code: 95382

Telephone: Home: [REDACTED] Work: [REDACTED]

Do you live within the City limits? YES Are you registered to vote? YES

How long have you lived in Turlock? 79 yrs

Are you, or are you related to, a current City employee? YES If yes, please indicate the person's name and relationship, if not yourself. RAYMOND GARCIA JR., SON-IN-LAW

Occupation: RETIRED

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Turlock High School,

MORENO JUNIOR College, CALIFORNIA, ASUSTANISLAS

Employment Highlights: RETIRED, PARKS + REC DIRECTOR, City of

Turlock. COORDINATED development of PEDRETTI PARK

Prior Public Service, if any: TRUSTEE, Turlock Joint Union High School District

(13 yrs) TRUSTEE, Yosemite Community College District. (24 yrs)

Present and past community activities and organizations: Turlock Rotary, Turlock

SALVATION ARMY Advisory Council, CAS President's Advisory

Council

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? 25 years as the City's Parks & Recreation. 37 yrs in

Education as a Volunteer & Elected Trustee. SERVED ON

OPDG Selection Committee for years

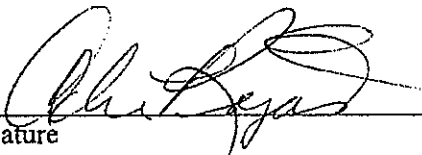
NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Signature



Date

12/8/19



JENNIFER LAND
CITY CLERK



OFFICE OF THE CITY CLERK
jland@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ Parks, Arts & Recreation
Commission

_____ Stanislaus County Local Task Force
on Solid Waste

_____ Planning Commission

_____ Turlock Mosquito Abatement District
Board of Trustees

X Other CDBG Selection Committee

Please provide the following information (use reverse side or additional paper, if needed)

Name: Beverly Spielman

Address: _____ Zip Code: 95380

Telephone: Home: _____ Work: _____

Do you live within the City limits? no Are you registered to vote? yes

How long have you lived in Turlock? Since 1998

Are you, or are you related to, a current City employee? no If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: _____

Business Address: _____ Zip Code: _____

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DEC 10 2019

City of Turlock
Administrative Services

Education (highest school year complete, degrees, etc.): _____

2 years college

Employment Highlights: Childbirth educator, labor doula, Parent Resource Center, Turlock Family Network, Salvation Army

Prior Public Service, if any: n/a

Present and past community activities and organizations: _____

union advisory for Turlock Family Resource Center

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? _____

Being involved with the public

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Beverly S Spilme
Signature

12/5/19
Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2020-
WEEKLY DEMANDS OF 11/21/19 IN THE	}	
AMOUNT OF \$3,362,648.34;	}	
WEEKLY DEMANDS OF 11/28/19 IN THE	}	
AMOUNT OF \$6,015,287.46;	}	
WEEKLY DEMANDS OF 12/5/19 IN THE	}	
AMOUNT OF \$560,384.69;	}	
WEEKLY DEMANDS OF 12/12/19 IN THE	}	
AMOUNT OF \$1,226,118.80	}	

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:
11/21/19	\$3,362,648.34
11/28/19	\$6,015,287.46
12/5/19	\$560,384.69
12/12/19	\$1,226,118.80

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Jennifer Land, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
123322	11/18/2019	Open			Utility Management Refund	BLED SOE, MEL	\$165.08		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		732613-003	MOVE OUT CREDIT	11/18/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$165.08		
123323	11/18/2019	Open			Utility Management Refund	STAN CTY OFFICE OF ED	\$586.85		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Institutional Metered		1903590-001	MOVE OUT CREDIT	11/18/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$586.85		
123324	11/21/2019	Open			Accounts Payable	ADVANCED PUBLIC SAFETY	\$493.79		
	Invoice		Date	Description			Amount		
	225845		11/12/2019	(4) THERMAL PAPER CASE (ZEBRA ZQ520) 4IN			\$493.79		
				WIDE ROLLS					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$493.79		
123325	11/21/2019	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$10,165.95		
	Invoice		Date	Description			Amount		
	2000286303		11/15/2019	OCTOBER 5 - NOVEMBER 1, 2019			\$10,165.95		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$10,165.95		
123326	11/21/2019	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$562,143.41		
	Invoice		Date	Description			Amount		
	PP5/CP0828		11/15/2019	0828 AGE SR99/FULKERTH INTERCHANGE - SEPT 2019			\$562,143.41		
	Paying Fund			Cash Account					
	305 - Capital Facility Fees			305.11000 (Cash)			\$562,143.41		
123327	11/21/2019	Open			Accounts Payable	AIRGAS NCN	\$1,710.12		
	Invoice		Date	Description			Amount		
	9966198010		11/12/2019	RENT CYLINDER HELIUM, ARGON, NITROGEN			\$57.43		
	9966198011		11/12/2019	RENT CYLINDER ACETYLENE, ARGON, CARBON DIOXIDE, HELIUM, OXYGEN			\$994.83		
	9094420630		11/15/2019	TRUCK #541			\$657.86		
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,710.12		
123328	11/21/2019	Open			Accounts Payable	All Valley Spray Service	\$2,562.00		
	Invoice		Date	Description			Amount		
	006		11/12/2019	Weed Control Services 10/1/19 - 10/31/19			\$2,562.00		
	Paying Fund			Cash Account					
	217 - Streets - Gas Tax			217.11000 (Cash)			\$192.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,150.75		
	420 - WATER			420.11000 (Cash)			\$218.75		

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Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123329	11/21/2019	Open			Accounts Payable	AT&T MOBILITY	\$48.24		
	Invoice								
	11/16/2019		11/15/2019	Description					Amount
	Paying Fund			992507796 / PD-IT Line					\$48.24
	110 - General Fund			Cash Account					Amount
				110.11000 (Cash)					\$48.24
123330	11/21/2019	Open			Accounts Payable	AZCO SUPPLY INC	\$21,575.00		
	Invoice								
	267883		11/12/2019	Description					Amount
	Paying Fund			LEOTEK COBRA HEADS FOR STREET LIGHTS					\$21,575.00
	246 - Landscape Assessment			Cash Account					Amount
				246.11000 (Cash)					\$21,575.00
123331	11/21/2019	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$9,390.72		
	Invoice								
	10-31-2019		11/18/2019	Description					Amount
	Paying Fund			SRWA Legal Services for 2019-20 for Oct 2019					\$9,390.72
	950 - SRWA			Cash Account					Amount
				950.11000 (Cash)					\$9,390.72
123332	11/21/2019	Open			Accounts Payable	Biddle Consulting Group, Inc.	\$2,195.00		
	Invoice								
	61632		11/12/2019	Description					Amount
	Paying Fund			TESTGENIUS CRITICAL ANNUAL LICENSE					\$2,195.00
	110 - General Fund			Cash Account					Amount
				110.11000 (Cash)					\$2,195.00
123333	11/21/2019	Open			Accounts Payable	BONANDER TRUCKS	\$146.50		
	Invoice								
	237807		11/15/2019	Description					Amount
	820164		11/15/2019	TRA15-1038PP					\$48.33
	Paying Fund			TRA19-1062P					\$98.17
	425 - Transit - Dial-A-Ride			Cash Account					Amount
	426 - Transit - Fixed Route			425.11000 (Cash)					\$48.33
				426.11000 (Cash)					\$98.17
123334	11/21/2019	Open			Accounts Payable	BORGES & MAHONEY CO	\$249.99		
	Invoice								
	141456		11/12/2019	Description					Amount
	Paying Fund			Annual Chlorine System Preventative Maintenance					\$249.99
	410 - WATER QUALITY CONTROL (WQC)			Cash Account					Amount
				410.11000 (Cash)					\$249.99
123335	11/21/2019	Open			Accounts Payable	California Dept of Transportation	\$14,833.56		
	Invoice								
	20003715		11/21/2019	Description					Amount
	Paying Fund			Furnished Materials -Traffic Signals Equipment at					\$14,833.56
	305 - Capital Facility Fees			Fulkerth/SR99					Amount
				Cash Account					\$14,833.56
123336	11/21/2019	Open			Accounts Payable	CALIFORNIA HIGHWAY PATROL	\$4,504.17		
	Invoice								
	R18-465-0167		11/21/2019	Description					Amount
	Paying Fund			0828 Traffic Control Services for SR99/Fulkerth Project					\$4,504.17
	305 - Capital Facility Fees			Cash Account					Amount
				305.11000 (Cash)					\$4,504.17

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123337	11/21/2019	Open			Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION	\$300.00		
	Invoice		Date	Description		Amount			
	205710		11/12/2019	LSP 300 ANNUAL PREMIUM RENEWAL FROM 12/1/19 TO 11/30/20		\$300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$300.00			
123338	11/21/2019	Open			Accounts Payable	CAROLLO ENGINEERS	\$96,875.89		
	Invoice		Date	Description		Amount			
	0181435		11/08/2019	18-69 Surface Water Dist. Syst. Improvements - Sept 2019		\$61,038.66			
	0181419		11/08/2019	17-22C Engineering Services for NVRWWP - Sept 2019		\$35,837.23			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$35,837.23			
	420 - WATER			420.11000 (Cash)		\$61,038.66			
123339	11/21/2019	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$2,004.44		
	Invoice		Date	Description		Amount			
	62895		11/12/2019	AC REPAIR FOR WE CORNER OF HARDING AND PRAIRIE FLOWER		\$536.96			
	62438		11/21/2019	FIRE STATION 1 - NO A/C IN THE WORK OUT ROOM		\$391.56			
	62359		11/21/2019	FIRE STATION 1 - NO A/C		\$652.99			
	62595		11/21/2019	FIRE STATION 1 - NO A/C IN THE COMMON AREA		\$422.93			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,467.48			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$536.96			
123340	11/21/2019	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$250.00		
	Invoice		Date	Description		Amount			
	11232019		11/13/2019	Turkey Trot Start Up Cash		\$250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$250.00			
123341	11/21/2019	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$248.91		
	Invoice		Date	Description		Amount			
	11-19-19 REPLIN		11/19/2019	FIN AR-REPLENISH PETTY CASH-11-19-19		\$248.91			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$58.50			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$46.49			
	266 - Police Services Grants			266.11000 (Cash)		\$50.65			
	405 - Building			405.11000 (Cash)		\$20.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$73.27			
123342	11/21/2019	Open			Accounts Payable	COLE-PARMER INSTRUMENT COMPANY LLC	\$176.00		
	Invoice		Date	Description		Amount			
	2049639		11/12/2019	LAB SUPPLIES		\$176.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$176.00			

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123343	11/21/2019	Open			Invoice		COMMUNITY VETERINARY CLIN	\$190.00		
	317008		11/12/2019		VA032525					
	317388		11/12/2019		A032177					
	317943		11/12/2019		A032617					
	Paying Fund				Cash Account					
	203 - Animal Fee Forfeiture				203.11000 (Cash)					
	266 - Police Services Grants				266.11000 (Cash)					
123344	11/21/2019	Open			Invoice		CRIMETEK SECURITY	\$6,912.00		
	59684		11/08/2019		Unarmed Security Services for Transit Center 10/16-10/31/19					
	Paying Fund				Cash Account					
	426 - Transit - Fixed Route				426.11000 (Cash)					
123345	11/21/2019	Open			Invoice		DELTA WIRELESS & NETWORK	\$4,109.00		
	104004336-1		11/12/2019		MAINTENANCE AGREEMENT 11/1/19 - 11/30/19					
	Paying Fund				Cash Account					
	116 - Special Public Safety				116.11000 (Cash)					
123346	11/21/2019	Open			Invoice		DF ENGINEERING INC	\$7,480.00		
	23536		11/15/2019		16-60 Eng & Surveying Svcs for Linwood Ave ATP - thru 10/31/19					
	23533		11/15/2019		SR01, 17-53 Golden State Blvd Rehabilitation - through 10/31/19					
	Paying Fund				Cash Account					
	215 - Streets - Grant Funded Projects				215.11000 (Cash)					
	218 - Measure L				218.11000 (Cash)					
123347	11/21/2019	Open			Invoice		DONLEE PUMP COMPANY	\$516.93		
	94927		11/15/2019		TRA19-1062P					
	Paying Fund				Cash Account					
	426 - Transit - Fixed Route				426.11000 (Cash)					
123348	11/21/2019	Open			Invoice		EDGES ELECTRICAL GROUP LLC	\$318.01		
	6-839-95379		11/12/2019		WORK GLOVES					
	S4804906.001		11/12/2019		WIRE LUGS WELL 36					
	S4804712.001		11/12/2019		ELECTRICAL TAPE FOR WQC MAINTENANCE SHOP					
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	420 - WATER				420.11000 (Cash)					
123349	11/21/2019	Open			Invoice		FEDERAL EXPRESS	\$672.65		
	6-839-95379		11/15/2019		SHIPPING CHARGES 11/15/19 STATEMENT					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123350	11/21/2019	Open		11/21/2019	420.11000 (Cash)	GARTON TRACTOR INC	\$202.51		\$241.13
	Invoice								
	CT55613		11/15/2019		OP15-614				Amount
	CT55761		11/15/2019		OP03-690				\$48.67
	Paying Fund				Cash Account				\$153.84
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
									\$202.51
123351	11/21/2019	Open				GCR TIRES & SERVICE	\$4,709.97		
	Invoice								
	858-37309		11/15/2019		TRA15-1049P				Amount
	858-37269		11/15/2019		ST06-7054				\$783.25
	858-37299		11/15/2019		ITEM NO. TRSC03				\$538.33
	858-37348		11/15/2019		AD17-4508				\$183.68
	858-37244		11/15/2019		POL15-1138				\$963.41
	121778		11/15/2019		CREDIT MEMO				\$2,286.30
	Paying Fund				Cash Account				(\$45.00)
	110 - General Fund				110.11000 (Cash)				Amount
	217 - Streets - Gas Tax				217.11000 (Cash)				\$2,286.30
	246 - Landscape Assessment				246.11000 (Cash)				\$677.01
	426 - Transit - Fixed Route				426.11000 (Cash)				\$963.41
									\$783.25
123352	11/21/2019	Open				GHD INC	\$635.00		
	Invoice								
	129230		11/08/2019		0828- SR-99/Fulkerth Rd Interchange - srvs through 9/30/19				Amount
	Paying Fund				Cash Account				\$635.00
	305 - Capital Facility Fees				305.11000 (Cash)				Amount
									\$635.00
123353	11/21/2019	Open				GOMES PROPANE	\$50.49		
	Invoice								
	11521		11/18/2019		PROPANE FOR STREETS				Amount
	Paying Fund				Cash Account				\$50.49
	217 - Streets - Gas Tax				217.11000 (Cash)				Amount
									\$50.49
123354	11/21/2019	Open				GRADY COMPANY INC, KEN	\$3,469.06		
	Invoice								
	3888		11/12/2019		ATI CHLORINE SENSORS/GENERATORS				Amount
	Paying Fund				Cash Account				\$3,469.06
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
									\$3,469.06
123355	11/21/2019	Open				GROENIGER & COMPANY	\$267.18		
	Invoice								
	1507617		11/15/2019		REPAIR CLAMP				Amount
	Paying Fund				Cash Account				\$267.18
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
									\$267.18
123356	11/21/2019	Open				HCI SYSTEMS INC	\$3,431.00		
	Invoice								
	146842		11/20/2019		PD/Fire Training - 5 Year Sprinkler Testing				Amount
	142186		11/20/2019		City Hall - Semi-Annual Suppression Inspection				\$708.00
	145838		11/20/2019		PSF - Annual Sprinkler Inspection				\$350.00
	142187		11/20/2019		PSF - Semi-Annual Suppression Inspection				\$370.00
									\$350.00

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Voided Date	Source	Payee Name	Reconciled/ Amount	Transaction Amount	Reconciled Amount	Difference
123357	144871		11/20/2019	Transit Center - Annual Sprinkler Inspection		\$430.00			
	144873		11/20/2019	Fire Station 1 - Annual Fire Sprinkler Inspection		\$247.00			
	144869		11/20/2019	Senior Center - Semi-Annual Kitchen Hood Inspection		\$277.00			
	145837		11/20/2019	City Hall - Annual Sprinkler Inspection		\$452.00			
	147143		11/20/2019	CNG Building - Annual Sprinkler Inspection		\$247.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,404.00			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$430.00			
	501 - Information Technology			501.11000 (Cash)		\$350.00			
	505 - Fleet			505.11000 (Cash)		\$247.00			
123358	11/21/2019	Open		Accounts Payable	HILMAR LUMBER INC		\$944.82		
	Invoice			Description		Amount			
	378891		11/12/2019	PARTS 6" PUMP/CLEAN UP		\$568.30			
	380447		11/12/2019	PIPE FOR TUBES		\$253.71			
	379555		11/15/2019	BACKFLOW METER		\$122.81			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$822.01			
	420 - WATER			420.11000 (Cash)		\$122.81			
	11/21/2019	Open		Accounts Payable	HILMAR READY MIX		\$258.90		
	Invoice			Description		Amount			
123359	9818		11/15/2019	1398 EAST AVE		\$75.51			
	9821		11/15/2019	1905 ROTH		\$86.30			
	9835		11/15/2019	2260 ANNHURST		\$97.09			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$86.30			
	420 - WATER			420.11000 (Cash)		\$172.60			
	11/21/2019	Open		Accounts Payable	INTERSTATE TRUCK CTR		\$202.57		
	Invoice			Description		Amount			
	02P234979		11/15/2019	ST99-7003		\$202.57			
	Paying Fund			Cash Account		Amount			
123360	217 - Streets - Gas Tax			217.11000 (Cash)		\$202.57			
	11/21/2019	Open		Accounts Payable	ITRON INC		\$2,624.18		
	Invoice			Description		Amount			
	537985		11/12/2019	Auto Meter Reading maint and software support		\$2,624.18			
	Paying Fund			12/1/19-12/31/19		Amount			
	420 - WATER			Cash Account		\$2,624.18			
	11/21/2019	Open		Accounts Payable	J A MOMANEY SERVICES INC		\$727.08		
	Invoice			Description		Amount			
	125643		11/12/2019	TRAFFIC SIGNAL PARTS		\$241.64			
	123754		11/12/2019	POWER SUPPLIES		\$485.44			
123362	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$727.08			
	11/21/2019	Open		Accounts Payable	JCS PROPERTIES LLC		\$1,661.06		
	Invoice			Description		Amount			
	December 2019		11/15/2019	JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,661.06			
	Paying Fund			Cash Account		Amount			
	11/21/2019	Open		Accounts Payable	JCS PROPERTIES LLC		\$1,661.06		
	Invoice			Description		Amount			
	December 2019		11/15/2019	JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,661.06			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123363	11/21/2019	Open		625.11000 (Cash)	Accounts Payable	JOAQUIN ROSE, INC. B & B FLUID POWER	\$70.32		
	Invoice		Date	Description				Amount	
	00269432		11/15/2019	ST06-7054				\$70.32	
	Paying Fund			Cash Account				Amount	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$70.32	
123364	11/21/2019	Open			Accounts Payable	KEENAN & ASSOCIATES	\$49,828.50		
	Invoice		Date	Description				Amount	
	235437		11/18/2019	W/C Claim Admin - 1st. Qtr. Installment				\$24,914.25	
	235438		11/18/2019	W/C Claim Admin - 2nd. Qtr. Installment				\$24,914.25	
	Paying Fund			Cash Account				Amount	
	510 - Workers Compensation Ins			510.11000 (Cash)				\$49,828.50	
123365	11/21/2019	Open			Accounts Payable	L C ACTION	\$242.18		
	Invoice		Date	Description				Amount	
	403774		11/12/2019	12800 00 9 PELLET 12GA AMMO REMINGTON 20620				\$242.18	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$242.18	
123366	11/21/2019	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$40.83		
	Invoice		Date	Description				Amount	
	4669506		11/15/2019	Acct #9020101104 - Translation services for Police Department				\$40.83	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$40.83	
123367	11/21/2019	Open			Accounts Payable	LEHIGH HANSON INC	\$251.76		
	Invoice		Date	Description				Amount	
	2069405		11/18/2019	ASPHALT FOR STREETS				\$86.99	
	2069969		11/18/2019	ASPHALT FOR STREETS				\$87.65	
	2071011		11/18/2019	ASPHALT FOR STREETS				\$77.12	
	Paying Fund			Cash Account				Amount	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$251.76	
123368	11/21/2019	Open			Accounts Payable	LITTLER MENDELSON P.C.	\$115.50		
	Invoice		Date	Description				Amount	
	5103654		11/18/2019	LEGAL SVCS CLAIM ADMIN - SEPT 2019				\$115.50	
	Paying Fund			Cash Account				Amount	
	512 - Casualty Insurance			512.11000 (Cash)				\$115.50	
123369	11/21/2019	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$386.96		
	Invoice		Date	Description				Amount	
	December 2019		11/15/2019	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM				\$386.96	
	Paying Fund			Cash Account				Amount	
	625 - Successor Agency - LMI			625.11000 (Cash)				\$386.96	

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123370	11/21/2019 Invoice MW39154	Open	Date 11/12/2019	Description QUARTERLY BIOHAZARD WASTE DISPOSAL OCT 2019 Cash Account	Accounts Payable	MEDWASTE MANAGEMENT, LLC.	\$121.00		
	Paying Fund 110 - General Fund			110.11000 (Cash)				Amount \$121.00	
123371	11/21/2019 Invoice EP19-196E	Open	Date 11/20/2019	Description IMPROVEMENT SECURITY 1506 S. WALNUT RD Cash Account	Accounts Payable	MHK CONSTRUCTION	\$5,126.00		
	Paying Fund 110 - General Fund			110.11000 (Cash)				Amount \$5,126.00	
123372	11/21/2019 Invoice 0142984-IN	Open	Date 11/15/2019	Description S-24308 Cash Account	Accounts Payable	MME	\$141.41		
	Paying Fund 410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				Amount \$141.41	
123373	11/21/2019 Invoice AR316357	Open	Date 11/21/2019	Description PD EOC - OVERAGE FOR 9/22/18-9/21/19 (M6535CIDN)	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$2,169.84		
	AR316555		11/21/2019	PD OPS - ANNUAL OVERAGE 9/22/18-9/21/19 (TASKALFA 4501I)				Amount \$16.79	
	AR316585		11/21/2019	PD EOC - ANNUAL PAYMENT 9/22/19-9/21/20 (M6535CIDN)				\$82.53	
	AR316586		11/21/2019	POLICE - ANNUAL PAYMENT 9/22/19-9/21/20 (TASKALFA 3501I)				\$194.99	
	AR316589		11/21/2019	POLICE - ANNUAL PAYMENT 9/9/19-9/8/20 (ECOSYS M3540IDN)				\$194.99	
	AR316590		11/21/2019	WQC OFFICE - ANNUAL PAYMENT 9/7/19-9/6/20 (TASKALFA 4002I)				\$205.25	
	AR317026		11/21/2019	MS ADMIN (SPLIT 3) 8/21/19-9/20/19 (TASKALFA 3501I)				\$245.48	
	AR317221		11/21/2019	FINANCE AP 8/21/19-9/20/19 (TASKALFA 3551CI)				\$46.05	
	AR317404		11/21/2019	RECREATION 8/8/19-9/7/19 (TASKALFA 5002I)				\$120.40	
	AR317408		11/21/2019	ADMIN SERVICES 8/21/19-9/20/19 (TASKALFA 6002I)				\$79.26	
	AR317464		11/21/2019	PD RECORDS 8/22/19-9/21/19 (TASKALFA 6002I)				\$62.31	
	AR317552		11/21/2019	PD ADMIN 9/5/19-10/4/19 (TASKALFA 5002I)				\$66.87	
	AR317553		11/21/2019	FINANCE AR 9/7/19-10/6/19 (TASKALFA 5002I)				\$41.08	
	AR317668		11/21/2019	ENGINEERING 8/21/19-9/20/19 (TASKALFA 3552CI)				\$31.65	
	AR317673		11/21/2019	HR 9/7/19-10/6/19 (TASKALFA 5052CI)				\$70.73	
	AR320944		11/21/2019	MS ADMIN/VARIOUS - SEP 2019 (TASKALFA 3051CI)				\$186.33	
	AR317964		11/21/2019	PD OPS - ANNUAL PAYMENT 9/22/19-9/21/20 (TASKALFA 4501I)				\$142.35	
	AR318132		11/21/2019	PLANNING 9/8/19-10/7/19 (TASKALFA 5002I)				\$222.70	
	Paying Fund 110 - General Fund			110.11000 (Cash)				Amount \$160.08	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1,565.58	
	420 - WATER			420.11000 (Cash)				\$382.74	
								\$121.91	

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123374	426 - Transit - Fixed Route			426.11000 (Cash)				\$4.09	
	501 - Information Technology			501.11000 (Cash)				\$20.69	
	502 - Engineering			502.11000 (Cash)				\$70.73	
	950 - SRWA			950.11000 (Cash)				\$4.10	
	Invoice	Open			Accounts Payable	MODESTO BEE	\$593.00		
123375	104438148		11/18/2019	Description				Amount	
	Paying Fund			Building Inspector I/II/Sr AD 10.30.19				\$593.00	
	405 - Building			Cash Account				Amount	
				405.11000 (Cash)				\$593.00	
	Invoice	Open			Accounts Payable	MODESTO IRRIGATION DISTRICT	\$4,475.28		
123376	143536		11/15/2019	Description				Amount	
	Paying Fund			SRWA - Watershed Sanitary Survey for Sept 2019				\$4,475.28	
	950 - SRWA			Cash Account				Amount	
				950.11000 (Cash)				\$4,475.28	
	Invoice	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$41.14		
123377	CA82-937045		11/12/2019	Description				Amount	
	Paying Fund			PULLY FOR GAS MIXER PUMP				\$41.14	
	410 - WATER QUALITY CONTROL (WQC)			Cash Account				Amount	
				410.11000 (Cash)				\$41.14	
	Invoice	Open			Accounts Payable	MULBERRY MOBILE PARK	\$281.12		
123378	December 2019		11/15/2019	Description				Amount	
	Paying Fund			MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM				\$281.12	
	625 - Successor Agency - LMI			Cash Account				Amount	
				625.11000 (Cash)				\$281.12	
	Invoice	Open			Accounts Payable	NAPA AUTO PARTS	\$26.39		
123379	729407		09/19/2019	Description				Amount	
	732907		11/15/2019	UNIT #611				(\$84.10)	
	Paying Fund			TRA15-1050PP				\$110.49	
	410 - WATER QUALITY CONTROL (WQC)			Cash Account				Amount	
	426 - Transit - Fixed Route			410.11000 (Cash)				(\$84.10)	
123380	11/21/2019	Open		426.11000 (Cash)				\$110.49	
	Invoice	Open			Accounts Payable	NELSONI NYGAARD CONSULTING ASSOCIATES INC	\$13,526.25		
	76188		11/15/2019	Description				Amount	
	Paying Fund			18-34 SHORT RANGE TRANSIT PLAN FY 2019-24				\$13,526.25	
	426 - Transit - Fixed Route			9/28/19-10/25/19				Amount	
123380	11/21/2019	Open		426.11000 (Cash)				\$13,526.25	
	Invoice	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$353.64		
	09K0033242330		11/12/2019	Description				Amount	
	09K0033242363		11/12/2019	WATER SERVICES FOR FLEET MAINTENANCE				\$42.22	
	09K0033242389		11/12/2019	10/7/19-11/6/19					
123380				WATER SERVICES FOR UTILITIES 10/7/19-11/6/19				\$108.09	
				WATER SERVICES FOR WASTE MGMT WATER TREATMENT 10/7/19-11/6/19				\$63.45	

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123381	09K0033242397		11/12/2019		WATER SERVICES FOR ELECTRICAL MAINTENANCE 10/7/19-11/6/19				
	09K0033258518		11/12/2019		WATER SERVICES FOR WATER RESOURCE BUILDING 10/7/19-11/6/19				\$25.15
	09K0033309543		11/12/2019		WATER SERVICES FOR FACILITY MAINTENANCE 10/7/19-11/6/19				\$38.13
	Paying Fund				Cash Account				\$76.60
	110 - General Fund				110.11000 (Cash)				Amount
	246 - Landscape Assessment				246.11000 (Cash)				\$38.30
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$277.04
	11/21/2019	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,377.92		
	Invoice		Date	Description			Amount		
	8577-314016		11/15/2019	TRA15-1039PP			\$129.20		
	8577-314552		11/15/2019	ST12-4385A			\$12.04		
123382	8577-314393		11/15/2019	TRA15-1040PP			\$3.96		
	8577-314488		11/15/2019	POL13-1130			\$34.43		
	8577-314656		11/15/2019	NP06-1150			\$17.24		
	8577-314304		11/15/2019	CLP18-B4841			\$196.63		
	8577-314313		11/15/2019	ST99-7003			\$268.39		
	8577-314317		11/15/2019	ST99-7003			(\$326.64)		
	8577-314316		11/15/2019	NOTE 7003			\$248.15		
	8577-314260		11/15/2019	TRA15-1041PP			\$243.14		
	8577-314114		11/15/2019	NOTE 7003			\$268.39		
	8577-314020		11/15/2019	ST-743			\$268.39		
	8577-314051		11/15/2019	ST-743			\$119.58		
	8577-314510		11/15/2019	POL11-1114			\$106.80		
123383	8577-314348		11/15/2019	TRA15-1040PP			\$70.70		
	8577-314375		11/15/2019	NOTE 617			\$10.44		
	8577-314853		11/15/2019	POL16-1303			\$5.11		
	8577-314651		11/15/2019	NOTE 614			\$106.84		
	8577-315143		11/15/2019	EL09-602			\$30.73		
	8577-314823		11/15/2019	TRA18-1058P			\$86.02		
	8577-314636		11/15/2019	REB 40-2060			(\$521.62)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$72.03		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$858.30		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$148.01		
	420 - WATER			420.11000 (Cash)			(\$233.44)		
123388	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$447.00		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$86.02		
	11/21/2019	Open		Accounts Payable	NV5 INC.		\$57,214.70		
	Invoice		Date	Description			Amount		
	142793		11/15/2019	0828 NV5 SR99/Fulkerth Interchange - September 2019			\$57,214.70		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$57,214.70		
	11/21/2019	Open		Accounts Payable	O'REILLY AUTO PARTS		\$86.30		
	Invoice		Date	Description			Amount		
	2800-312574		11/15/2019	POL11-1114			\$86.30		

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123384	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	11/21/2019	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$852.53		
123385	Invoice				Description				
	SW16000001			11/14/2019	ELEVATOR DOORS KEEP CYCLING STUCK IN MOTION				
	Paying Fund				Cash Account				
123386	110 - General Fund				110.11000 (Cash)				
	11/21/2019	Open			Accounts Payable	P G & E	\$9,872.24		
	Invoice				Description				
123387	Fire #4 11/14/19			11/15/2019	7556584382-0 / 2820 N Walnut-Fire #4				
	701Wint-11/13/19			11/15/2019	6224543828-8 / 701 S Walnut Rd				
	Transit 11/13/19			11/15/2019	9448303839-7 / 1418 N Golden State Blvd Ste B				
123388	WintA11-13-19			11/15/2019	3794250242-0 / 701 S Walnut Rd Ste A				
	CNG 11/13/19			11/15/2019	8466606707-3 / 901 S Walnut Rd CNG				
	PSF 11/13/19			11/15/2019	8391988340-1 / 244 N Broadway-PSF				
123389	WQC 11/08/19			11/15/2019	6307877156-3 / 901 S Walnut Rd				
	WQC-11/08/19			11/15/2019	6349543820-0 / 901 S Walnut Rd				
	Wint#E 11/08/19			11/15/2019	6141210500-1 / 701 S Walnut Rd E				
123390	AC 11/08/19			11/15/2019	6266210492-6 / 801 S Walnut Rd				
	Fire#2 11/08/19			11/15/2019	6182877164-4 / 791 S Walnut Rd				
	Transit-11/13/19			11/15/2019	0913752739-7 1418 N. GOLDEN. ST. BLVD STE 1				
123391	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	217 - Streets - Gas Tax				217.11000 (Cash)				
123392	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	426 - Transit - Fixed Route				426.11000 (Cash)				
	505 - Fleet				505.11000 (Cash)				
123393	11/21/2019	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$285.86		
	Invoice				Description				
	055400903			11/15/2019	NS00531538				
123394	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	11/21/2019	Open			Accounts Payable	Platt Electric Supply	\$1,024.04		
123395	Invoice				Description				
	X378543			11/12/2019	EMERGENCY BALLAST FOR 2X4 LIGHT FIXTURE				
	X442347			11/12/2019	AT CITY HALL				
123396	X433985			11/12/2019	NEW LAMPS FOR THE DOG POUND (EXTERIOR FLOOD)				
	Y192776			11/12/2019	EMERGENCY BALLAST FOR 2X4 LIGHT FIXTURE				
	Paying Fund				AT CITY HALL				
123397	110 - General Fund				WELL 36 WIRE FOR PUMP				
	420 - WATER				Cash Account				
	11/21/2019	Open			110.11000 (Cash)				
123398	Invoice				Description				
	2680			11/15/2019	420.11000 (Cash)				
					Accounts Payable	POSM SOFT LLC	\$3,000.00		
123399	Paying Fund				POSM SOFTWARE FOR UTILITIES TRUCK				
	110 - General Fund				110.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
123400	11/21/2019	Open			Accounts Payable	POSM SOFT LLC	\$3,000.00		
	Invoice				Description				
	2680			11/15/2019	POSM SOFTWARE FOR UTILITIES TRUCK				

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Voided Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
123389	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	11/21/2019	Open			Accounts Payable	QuestMark Information Management, Inc.	\$9,149.07			
	Invoice				Description		Amount			
123390	1001671		11/18/2019		Delinquent UT - November 2019		\$728.95			
	1001672		11/18/2019		UTILITY BILLS - NOVEMBER 2019		\$8,420.12			
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$3,110.13			
123391	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,019.47			
	420 - WATER				420.11000 (Cash)		\$3,019.47			
	11/21/2019	Open			Accounts Payable	R & B COMPANY	\$5,026.97			
	Invoice				Description		Amount			
123392	S1876538.001		11/15/2019		pvc sewer pipe		\$3,098.17			
	S1889256.001		11/15/2019		concrete utility box		\$1,378.64			
	S1889256.002		11/15/2019		fibereleyte lid		\$550.16			
	Paying Fund				Cash Account		Amount			
123393	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,098.17			
	420 - WATER				420.11000 (Cash)		\$1,928.80			
	11/21/2019	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,096.13			
	Invoice				Description		Amount			
123394	3017130589		11/15/2019		ST12-4385A		\$695.77			
	3017036687		11/15/2019		FR03-288		\$263.66			
	3017208935		11/15/2019		OP18-624		\$77.16			
	3017225593		11/15/2019		AD17-4508		\$59.54			
123395	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$263.66			
	217 - Streets - Gas Tax				217.11000 (Cash)		\$695.77			
	246 - Landscape Assessment				246.11000 (Cash)		\$59.54			
123396	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$77.16			
	11/21/2019	Open			Accounts Payable	SAN DIEGO POLICE EQUIP	\$3,289.33			
	Invoice				Description		Amount			
	639876		11/12/2019		(21) FEDERAL TACTICAL 12GA 10Z HP SLUG, RED, RECOIL		\$3,289.33			
123397	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$3,289.33			
	11/21/2019	Open			Accounts Payable	SHAPE INC	\$1,027.18			
	Invoice				Description		Amount			
123398	126309		11/12/2019		SUPPLIES		\$1,027.18			
	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,027.18			
	11/21/2019	Open			Accounts Payable	SHORE CHEMICAL COMPANY	\$385.92			
123399	Invoice				Description		Amount			
	CM55499		11/15/2019		CREDIT MEMO		(\$67.50)			
	55498		11/15/2019		SODIUM HYPOCHLORITE 12 1/2%		\$142.41			
	55586		11/15/2019		SODIUM HYPOCHLORITE 12 1/2%		\$142.41			
123400	55570		11/15/2019		SODIUM HYPOCHLORITE 12 1/2%		\$106.80			

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123395	CM55568		11/15/2019	CREDIT MEMO				
	55555		11/15/2019	SODIUM HYPOCHLORITE 12 1/2%				(\$45.00)
	Paying Fund			Cash Account				\$106.80
	420 - WATER			420.11000 (Cash)				Amount \$385.92
123396	11/21/2019	Open		Accounts Payable	ST FRANCIS ELECTRIC INC	\$11,755.78		
	Invoice			Description				Amount
	1774673		11/12/2019	TRAFFIC SIGNAL MAINT - OCTOBER ROUTINE				\$5,445.44
	1774674		11/12/2019	TRAFFIC SIGNAL MAINT - OCTOBER RESPONSE				\$6,310.34
123397	Paying Fund			Cash Account				Amount
	216 - Streets - Local Transportation			216.11000 (Cash)				\$11,755.78
	11/21/2019	Open		Accounts Payable	STANISLAUS CO AUDITOR/CON	\$73.70		
	Invoice			Description				Amount
123398	53159		11/13/2019	SANITATION CHARGES - OCT 2019				\$73.70
	Paying Fund			Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$73.70
	11/21/2019	Open		Accounts Payable	STATE OF CALIFORNIA	\$467.00		
123399	Invoice			Description				Amount
	412861		11/12/2019	OCTOBER 2019 FINGERPRINTING				\$467.00
	Paying Fund			Cash Account				Amount
	110 - General Fund			110.11000 (Cash)				\$467.00
123400	11/21/2019	Open		Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$1,542,380.53		
	Invoice			Description				Amount
	December 1, 2019		11/15/2019	Annual DS Payment, Contract # 11836-550-0; AR				\$1,542,380.53
	11836-19-5			Cash Account				Amount
123401	Paying Fund			410.11000 (Cash)				\$1,542,380.53
	410 - WATER QUALITY CONTROL (WQC)			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$522.50		
	11/21/2019	Open		Accounts Payable	TANK TOWN MEDIA LLC	\$124.00		
	Invoice			Description				Amount
123402	SI35955		11/12/2019	REMOVE EQUIP FOR INSTALL IN NEW UNIT 507				\$522.50
	Paying Fund			Cash Account				Amount
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)				\$522.50
	11/21/2019	Open		Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$20,452.24		
123403	Invoice			Description				Amount
	64993		11/18/2019	Fleet Maintenance Mechanic Sr AD 9.27.19				\$124.00
	Paying Fund			Cash Account				Amount
	420 - WATER			420.11000 (Cash)				\$124.00
123404	11/21/2019	Open		Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$20,452.24		
	Invoice			Description				Amount
	266748		11/12/2019	LIQUID CHLORINE				\$7,220.72
	270297		11/12/2019	LIQUID CHLORINE				\$14,615.76
123405	270298		11/12/2019	LIQUID CHLORINE - EMPTIES				(\$8,000.00)
	270449		11/12/2019	LIQUID CHLORINE				\$14,615.76
	270450		11/12/2019	LIQUID CHLORINE - EMPTIES				(\$8,000.00)
	Paying Fund			Cash Account				Amount

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123402	410 - WATER QUALITY CONTROL (WQC)	Open		11/21/2019	410.11000 (Cash)	THORSENS INC	\$383.18		\$20,452.24
	Invoice			Date	Description	Amount			
	1085037		11/15/2019	457 W Main St- repairing issues due to CP1730 work		\$175.00			
	1085041		11/15/2019	628 W Main St- repairing issues due to CP1730 work		\$208.18			
	Paying Fund			Cash Account					
	218 - Measure L			218.11000 (Cash)		\$383.18			
123403	11/21/2019	Open		11/21/2019	Accounts Payable	TOWER ENTERPRISE	\$528.84		
	Invoice			Date	Description	Amount			
	79696		11/12/2019	PRE-EMPLOYMENT TESTING #79696		\$528.84			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$528.84			
123404	11/21/2019	Open		11/21/2019	Accounts Payable	TRANSIT CAPITAL SUPPORT	\$12,760.00		
	Invoice			Date	Description	Amount			
	20012		11/08/2019	Transit Technical Assistance & Support Services		\$12,760.00			
	Paying Fund			9/1/19-10/31/19					
	425 - Transit - Dial-A-Ride			Cash Account					
	426 - Transit - Fixed Route			425.11000 (Cash)		\$3,190.00			
				426.11000 (Cash)		\$9,570.00			
123405	11/21/2019	Open		11/21/2019	Accounts Payable	TURF STAR	\$944.33		
	Invoice			Date	Description	Amount			
	7093269-00		11/15/2019	AD06-0428		\$49.32			
	7092644-00		11/15/2019	PK14-4418		\$895.01			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$895.01			
	246 - Landscape Assessment			246.11000 (Cash)		\$49.32			
123406	11/21/2019	Open		11/21/2019	Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$6,718.66		
	Invoice			Date	Description	Amount			
	26208		11/15/2019	SRWA - Water Rights Acquisition Expenses for Sept 2019		\$6,718.66			
	Paying Fund			Cash Account					
	950 - SRWA			950.11000 (Cash)		\$6,718.66			
123407	11/21/2019	Open		11/21/2019	Accounts Payable	TURLOCK JOURNAL	\$693.50		
	Invoice			Date	Description	Amount			
	257155		11/15/2019	Public Notice for 12/5 Planning Comm Mtgs		\$255.00			
	256682		11/18/2019	Building Inspector I/II/Sr AD 10.30.19		\$168.00			
	254784		11/18/2019	Emergency Services Dispatcher Trainee AD 9.28.19		\$153.50			
	254783		11/18/2019	Fleet Maintenance Mechanic, Sr. AD 9.28.19		\$117.00			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$408.50			
	405 - Building			405.11000 (Cash)		\$168.00			
	420 - WATER			420.11000 (Cash)		\$117.00			
123408	11/21/2019	Open		11/21/2019	Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	Invoice			Date	Description	Amount			
	NOV 2019 PAYMENT		11/15/2019	NOVEMBER 2019 PAYMENT		\$700,000.00			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$700,000.00			

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123409	11/21/2019	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$19,931.50		
	Invoice								
	OCTOBER 31 2019		11/18/2019	STREET SWEEPING					
	Paying Fund			Cash Account					
	246 - Landscape Assessment			246.11000 (Cash)			\$19,931.50		
123410	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7,972.60		
							\$11,958.90		
	11/21/2019	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$4,520.00		
	Invoice								
	Oct Nov 2019		11/18/2019	Oct/Nov 2019 Officiating			\$4,520.00		
123411	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$4,520.00		
	11/21/2019	Open			Accounts Payable	US BANK-VISA	\$89,499.14		
	Invoice								
	10/22/19x9452		11/20/2019	Procurement-card Charges - 10/22/19 Statement			\$89,499.14		
123412	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$26,996.53		
	116 - Special Public Safety			116.11000 (Cash)			\$539.88		
	202 - Bicycle Safety			202.11000 (Cash)			\$60.39		
	205 - Sports Facilities			205.11000 (Cash)			\$9,151.47		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$6,257.50		
	246 - Landscape Assessment			246.11000 (Cash)			\$4,853.16		
	255 - CDBG			255.11000 (Cash)			\$45.63		
	266 - Police Services Grants			266.11000 (Cash)			\$297.00		
	270 - Recreation Grants			270.11000 (Cash)			\$3,852.16		
	405 - Building			405.11000 (Cash)			\$371.36		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27,792.35		
	420 - WATER			420.11000 (Cash)			\$6,097.99		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$356.42		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$1,428.47		
	502 - Engineering			502.11000 (Cash)			\$1,369.71		
	505 - Fleet			505.11000 (Cash)			\$29.12		
123413	11/21/2019	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,243.78		
	Invoice								
	Sltm: 11-16-19		11/15/2019	Acct #128444 - Public Safety internet service			\$676.27		
	Sltm: 11/16/19		11/15/2019	Acct #131803 - Transit Center telephone			\$567.51		
	Paying Fund			Cash Account					
123414	110 - General Fund			110.11000 (Cash)			\$676.27		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$567.51		
	11/21/2019	Open			Accounts Payable	VALLEY ENTRY SYSTEM INC	\$526.00		
	Invoice								
	33398		11/12/2019	SERVICE CALL REPAIR GATE SYSTEM, (1) MOTOR SWITCH			\$526.00		
123414	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$526.00		
	11/21/2019	Open			Accounts Payable	VERIZON WIRELESS	\$2,709.55		
	Invoice								
	9841445694		11/12/2019	POLICE - OCT 04-NOV 03, 2019			\$2,709.55		

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123415	11/21/2019 Invoice 12-2082	Open		11/15/2019	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	Paying Fund				Project Management Software Tool for Capital Projects - Nov 2019 Cash Account	\$500.00			
123416	11/21/2019 Invoice	Open		11/18/2019	Accounts Payable	WEST YOST ASSOCIATES	\$1,120.75		
	Paying Fund				502.11000 (Cash)	\$500.00			
	420 - WATER				September 7 - October 4, 2019 Cash Account	\$1,120.75			
123417	11/21/2019 Invoice	Open		11/15/2019	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,638.80		
	Paying Fund				December 2019 Subsidy Payment Cash Account	\$1,638.80			
	625 - Successor Agency - LMI				625.11000 (Cash)	\$1,638.80			
123418	11/21/2019 Invoice	Open		11/15/2019	Accounts Payable	WESTFORK ESTATES	\$435.56		
	Paying Fund				WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM Cash Account	\$435.56			
	625 - Successor Agency - LMI				625.11000 (Cash)	\$435.56			
123419	11/21/2019 Invoice	Open		11/18/2019	Accounts Payable	ACME ELECTRIC	\$150.00		
	Paying Fund				FRANK LUCAS - REFUND FOR BUILDING DEPOSIT Cash Account	\$150.00			
	110 - General Fund				110.11000 (Cash)	\$150.00			
123420	11/21/2019 Invoice	Open		11/15/2019	Accounts Payable	Bawcum, Jesse	\$182.00		
	Paying Fund				CA Narcotics Officers Assoc. Training 11/23/19-11/26/19 Cash Account	\$182.00			
	201 - Asset Forfeiture				201.11000 (Cash)	\$182.00			
123421	11/21/2019 Invoice	Open		11/18/2019	Accounts Payable	CALLAHAN, KEVIN	\$30.00		
	Paying Fund				Collection Workers Technical Cert Exam Prep 12-6-19 Cash Account	\$30.00			
	420 - WATER				420.11000 (Cash)	\$30.00			
123422	11/21/2019 Invoice	Open		11/13/2019	Accounts Payable	DAVIS, ROY	\$212.00		
	Paying Fund				Resident Engineers Academy 12/3/19 - 12/6/19 - Stockton, CA Cash Account	\$212.00			
	502 - Engineering				502.11000 (Cash)	\$212.00			

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123423	11/21/2019 Invoice TR4443 PerDiemDH	Open		11/15/2019	Accounts Payable	Hernandez, Dominic	\$182.00		
	Paying Fund			11/26/19	Cash Account				
123424	11/21/2019 Invoice TR#4483PerDiem	Open		11/18/2019	Accounts Payable	HOLMES, BROCK	\$30.00		
	Paying Fund			11/26/19	Cash Account				
123425	11/21/2019 Invoice 48436	Open		11/18/2019	Accounts Payable	LOUIS, DAN	\$80.00		
	Paying Fund			11/26/19	Cash Account				
123426	11/21/2019 Invoice TR#4483PerDiem	Open		11/18/2019	Accounts Payable	MONTEZ, ALEXANDRE	\$30.00		
	Paying Fund			11/26/19	Cash Account				
123427	11/21/2019 Invoice Mileage	Open		11/13/2019	Accounts Payable	SEIBERT, CHALETTE	\$73.66		
	Paying Fund			11/26/19	Cash Account				
123428	11/21/2019 Invoice TR4486PerDiem	Open		11/20/2019	Accounts Payable	TOSTE, JESSICA	\$80.00		
	Paying Fund			11/26/19	Cash Account				
123429	11/21/2019 Invoice TR4443 PerDiemNU	Open		11/15/2019	Accounts Payable	Urban, Nathan	\$182.00		
	Paying Fund			11/26/19	Cash Account				
Type Check Totals:									
AP - Accounts Payable Totals									
							\$3,362,648.34		
108 Transactions									
Type Check Totals:									
AP - Accounts Payable Totals									
							\$3,362,648.34		
								Reconciled Amount	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	

Payment Register

From Payment Date: 11/15/2019 - To Payment Date: 11/21/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
All					Total	108	\$3,362,648.34	\$0.00	
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				108	\$3,362,648.34	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Stopped				0	\$0.00	\$0.00	
		Total				108	\$3,362,648.34	\$0.00	
Grand Totals:									
Checks									
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				108	\$3,362,648.34	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Stopped				0	\$0.00	\$0.00	
		Total				108	\$3,362,648.34	\$0.00	
All									
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				108	\$3,362,648.34	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Stopped				0	\$0.00	\$0.00	
		Total				108	\$3,362,648.34	\$0.00	

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voids Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Check 123430	11/25/2019	Open			Utility Management Refund	BROWN, TIMOTHY	\$109.82		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	175196-005	MOVE OUT CREDIT	11/25/2019	Refund	\$109.82			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123431	11/25/2019	Open			Utility Management Refund	CLINTON, LINDA	\$261.43		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	786071-006	MOVE OUT CREDIT	11/25/2019	Refund	\$261.43			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123432	11/25/2019	Open			Utility Management Refund	DOERKSEN, JENNIFER	\$119.15		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	597732-004	MOVE OUT CREDIT	11/25/2019	Refund	\$119.15			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123433	11/25/2019	Open			Utility Management Refund	ELLISON, ELIZABETH	\$111.44		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	211168-004	MOVE OUT CREDIT	11/25/2019	Refund	\$111.44			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123434	11/25/2019	Open			Utility Management Refund	ESPINOLA, MARIA	\$113.14		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	186686-006	MOVE OUT CREDIT	11/25/2019	Refund	\$113.14			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123435	11/25/2019	Open			Utility Management Refund	MARISCAL, MIKYAL	\$183.62		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	000484-003	MOVE OUT CREDIT	11/25/2019	Refund	\$183.62			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123436	11/25/2019	Open			Utility Management Refund	ZOERB, TED	\$114.59		
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	797294-005	MOVE OUT CREDIT	11/25/2019	Refund	\$114.59			
	Paying Fund		Cash Account						
	420 - WATER		420.11000 (Cash)						
123437	11/26/2019	Open			Accounts Payable	A-PRO PEST CONTROL	\$1,060.00		
	Invoice	Date	Description			Amount			
	0690459	11/26/2019	WQC - OCTOBER 2019			\$50.00			

GA2

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
0690478	11/26/2019				FIRE STATION 2 - OCTOBER 2019 (QUARTERLY SRVC)		\$60.00		
0690489	11/26/2019				WATER RESOURCES - OCTOBER 2019		\$30.00		
0690491	11/26/2019				PSF - OCTOBER 2019		\$75.00		
0690521	11/26/2019				ANNEX BUILDING - OCTOBER 2019		\$30.00		
0690522	11/26/2019				ELECTRICAL MAINTENANCE - OCTOBER 2019		\$30.00		
0690523	11/26/2019				UTILITIES DIVISION - OCTOBER 2019		\$30.00		
0690524	11/26/2019				FLEET SERVICE- OCTOBER 2019		\$30.00		
0690525	11/26/2019				FLEET CNG BLDG - OCTOBER 2019		\$30.00		
0690526	11/26/2019				SHIPPING & RECEIVING - OCTOBER 2019		\$40.00		
0690527	11/26/2019				CDS TRANSIT CENTER - OCTOBER 2019		\$30.00		
0690528	11/26/2019				PSF BLDG - OCTOBER 2019 (QUARTERLY SERVICE)		\$125.00		
0690529	11/26/2019				PAINT SHED - OCTOBER 2019 (QUARTERLY SRVC)		\$25.00		
0690530	11/26/2019				POLICE & FIRE TRNG CNTR - OCTOBER 2019		\$45.00		
0690531	11/26/2019				PD MODULAR BLDG - OCTOBER 2019		\$30.00		
0690532	11/26/2019				CITY HALL - OCTOBER 2019 (QUARTERLY SRVC)		\$50.00		
0690533	11/26/2019				PARKS, REC, & PF - OCTOBER 2019 (QUARTERLY SRVC)		\$50.00		
0690535	11/26/2019				SENIOR CENTER - OCTOBER 2019 (QUARTERLY SRVC)		\$50.00		
0690536	11/26/2019				PEDRETTI SNACK BAR - OCTOBER 2019 (QUARTERLY SRVC)		\$50.00		
0690537	11/26/2019				RUBE BOESCH - OCTOBER 2019 (QTRLY SRVC)		\$50.00		
0690538	11/26/2019				P.A.L. BLDG - OCTOBER 2019 (QUARTERLY SRVC)		\$30.00		
0690539	11/26/2019				ASSESSMENT SHED - OCTOBER 2019 (QUARTERLY SRVC)		\$50.00		
0690551	11/26/2019				DRAIN PUMP STATION - OCTOBER 2019		\$35.00		
0690552	11/26/2019				NW WATER STORAGE TANK - OCTOBER 2019		\$35.00		
Paying Fund					Cash Account		Amount		
110 - General Fund					110.11000 (Cash)		\$590.00		
205 - Sports Facilities					205.11000 (Cash)		\$50.00		
246 - Landscape Assessment					246.11000 (Cash)		\$50.00		
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)		\$215.00		
420 - WATER					420.11000 (Cash)		\$65.00		
425 - Transit - Dial-A-Ride					425.11000 (Cash)		\$30.00		
505 - Fleet					505.11000 (Cash)		\$60.00		
123438	11/26/2019	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$8,606.96		
Invoice					Description		Amount		
2000286654	11/20/2019				October 12 - November 8, 2019		\$8,606.96		
Paying Fund					Cash Account		Amount		
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)		\$8,606.96		
123439	11/26/2019	Open			Accounts Payable	AFLAC	\$5,202.90		
Invoice					Description		Amount		
994048	11/22/2019				INDIVIDUAL NOV 2019		\$5,202.90		
Paying Fund					Cash Account		Amount		
104 - Payroll Clearing Fund					104.11000 (Cash)		\$5,202.90		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123440	11/26/2019	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,642.46		
	Invoice			Description		Amount			
	A126523500		11/22/2019	GROUP NOVEMBER 2019		\$1,642.46			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,642.46			
123441	11/26/2019	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$395,764.87		
	Invoice			Description		Amount			
	PP6/CP0828		11/21/2019	0828 AGEER SR99/FULKERTH INTERCHANGE - OCT 2019		\$395,764.87			
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		\$395,764.87			
123442	11/26/2019	Open			Accounts Payable	AIR EXCHANGE, INC.	\$730.72		
	Invoice			Description		Amount			
	91600602		11/21/2019	TRANSMITTER AND A23 BATTERIES		\$730.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$730.72			
123443	11/26/2019	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$916.47		
	Invoice			Description		Amount			
	218561		11/21/2019	BISON DUTY BELT, BLACK NYLON		\$916.47			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$916.47			
123444	11/26/2019	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$167.88		
	Invoice			Description		Amount			
	701		11/22/2019	PK03-4341		\$167.88			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$167.88			
123445	11/26/2019	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$22.68		
	Invoice			Description		Amount			
	2232433		11/21/2019	Supplies for OCE TDS450 & OCE TCS300		\$22.68			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$22.68			
123446	11/26/2019	Open			Accounts Payable	AMERINE SYSTEMS INC	\$93,905.90		
	Invoice			Description		Amount			
	PP2/CP1746		11/21/2019	17-46 Sewer Lift Station #49 Pump Replacement - Nov 2019		\$93,905.90			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$93,905.90			
123447	11/26/2019	Open			Accounts Payable	AQUA AEROBIC SYSTEMS INC	\$19,796.57		
	Invoice			Description		Amount			
	1021991		11/18/2019	Tertiary Filter Media, Parts and Services		\$19,796.57			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$19,796.57			

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123448	11/26/2019	Open			Accounts Payable	AT&T / CALNET 3	\$6,285.83		
	Invoice								
	000013904013		11/15/2019		BAN #9391034842 / PSF Phones 2096323265 (10/13-11/12/2019)				\$474.83
	000013904159		11/15/2019		BAN #9391034901 (T1 LINE - 4-way split)				\$164.69
	MULTI 11-21-19		11/15/2019		Multiple COT Accounts Paid on 11-7-19 (OCT - NOV 2019)				\$4,927.17
	000013904017		11/26/2019		BAN #9391034847 / City-wide system 2096682612957 (10/13-11/12/19)				\$719.14
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				\$4,976.38
	205 - Sports Facilities				205.11000 (Cash)				\$51.89
	217 - Streets - Gas Tax				217.11000 (Cash)				\$4.24
	246 - Landscape Assessment				246.11000 (Cash)				\$4.24
	255 - CDBG				255.11000 (Cash)				\$42.00
	405 - Building				405.11000 (Cash)				\$47.93
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$492.66
	420 - WATER				420.11000 (Cash)				\$225.39
	426 - Transit - Fixed Route				426.11000 (Cash)				\$69.53
	501 - Information Technology				501.11000 (Cash)				\$140.81
	502 - Engineering				502.11000 (Cash)				\$93.32
	505 - Fleet				505.11000 (Cash)				\$137.44
123449	11/26/2019	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$22,268.20		
	Invoice								
	579106		11/25/2019		Legal Services - September 2019				\$22,268.20
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				\$22,268.20
123450	11/26/2019	Open			Accounts Payable	BURTON'S FIRE, INC	\$13,433.15		
	Invoice								
	W 77379		11/21/2019		ENGINE 32 - SERVICE ENGINE/CHASSIS				\$13,333.15
	S 46952		11/21/2019		ENGINE 32 - CUMMINS HEAD GASKET				\$100.00
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				\$13,433.15
123451	11/26/2019	Open			Accounts Payable	CALIFORNIA BANK OF COMMERCE	\$25,681.56		
	Invoice								
	PP25RET/CP15-39C		11/21/2019		Escrow Agmt- Retention for 15-39C Clarifier 5 - Oct 2019				\$25,681.56
	Paying Fund				Cash Account				
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)				\$25,681.56
123452	11/26/2019	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$186.06		
	Invoice								
	11152019LUNA		11/22/2019		11-15-19 PAYROLL ATTACHMENT				\$123.48
	11152019VALADEZ		11/22/2019		11-15-19 PAYROLL ATTACHMENT				\$62.58
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$186.06

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123453	11/26/2019	Open			Accounts Payable	CAROLLO ENGINEERS			
	Invoice								
	0181865		11/21/2019	Description					
				15-39D SECONDARY CLARIFIER 5 & DENITRI					
123454	Paying Fund				Cash Account				
	413 - WQC-Capital Expansion Reserve								
	11/26/2019	Open		413.11000 (Cash)					
	Invoice				Accounts Payable	CHARTER COMMUNICATIONS	\$469.00		
123455	0703380111619		11/21/2019	Description					
	0461088111819		11/21/2019	8203 13 001 0703380 / IT Internet					
	Paying Fund				Cash Account				
	501 - Information Technology								
123456	11/26/2019	Open		501.11000 (Cash)					
	Invoice				Accounts Payable	CHURCHWELL WHITE LLC	\$121,779.20		
	36337		11/22/2019	Description					
	AUGUST 2019		11/22/2019	MONTHLY RETAINER NOVEMBER 2019					
123457	Paying Fund								
	110 - General Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	420 - WATER								
123458	426 - Transit - Fixed Route								
	11/26/2019	Open			Accounts Payable	COMPUTROL FUEL SYSTEMS, INC.	\$1,520.00		
	Invoice								
	32332		11/18/2019	Description					
123459	Paying Fund								
	505 - Fleet								
	11/26/2019	Open			Accounts Payable	CONFLUENCE ENGINEERING GROUP LLC	\$14,792.51		
	Invoice								
123460	16-1019TRLKQWS		11/19/2019	Description					
	Paying Fund								
	420 - WATER								
	11/26/2019	Open			Accounts Payable	CRIMETEK SECURITY	\$6,480.00		
123461	Invoice								
	59752		11/21/2019	Description					
	426 - Transit - Fixed Route								
	11/26/2019	Open			Accounts Payable	CUMMINS PACIFIC LLC	\$2,288.28		
123462	Paying Fund								
	426 - Transit - Fixed Route								
	11/26/2019	Open			Accounts Payable				
	Invoice								
123463	Y4-22920		11/22/2019	Description					
	Y9-14686		11/22/2019	TRA18-610					
	Y9-15195		11/22/2019	TRA18-1060P					
	Paying Fund								
123464	426 - Transit - Fixed Route								
	11/26/2019	Open			Accounts Payable				
	Invoice								
	426.11000 (Cash)								

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123460	11/26/2019 Invoice	Open			Accounts Payable	DELL MARKETING LP	\$2,369.25		
	10352039000		11/13/2019		Description	eQUOTE 1017792601521 - WQC LAB - 2	Amount		
	Paying Fund					COMPUTERS/STANDS	\$2,369.25		
	420 - WATER				Cash Account		Amount		
					420.11000 (Cash)		\$2,369.25		
123461	11/26/2019 Invoice	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$754.51		
	134000146-3		11/18/2019		Description	ANIMAL SERVICES RADIOS	Amount		
	130007355-1		11/18/2019		REMOVAL/INSTALLATION AS OF 10/31/19		\$654.20		
					SERVICE CALL - REPLACE MIC CORD ON				
					PORTABLE (PARTS ONLY)		\$100.31		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$754.51		
123462	11/26/2019 Invoice	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$321.49		
	S4805863.001		11/18/2019		Description	PHOTO CONTROL FOR LIGHTS AT THE EAST	Amount		
	S4813129.001		11/18/2019		DONNELLY BATHROOM		\$17.80		
	Paying Fund					WATER WELL #3 UPGRADE PARTS	\$303.69		
	110 - General Fund				Cash Account		Amount		
	420 - WATER				110.11000 (Cash)		\$17.80		
					420.11000 (Cash)		\$303.69		
123463	11/26/2019 Invoice	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,254.87		
	CATUR158881		11/18/2019		Description	RESTOCK SHOP SUPPLIES	Amount		
	CATUR158951		11/18/2019		SCRAPERS AND SILICONE FOR REBUILDING GAS		\$662.33		
					MIXER PUMPS		\$53.62		
	CATUR158946		11/18/2019		RESTOCK SHOP SUPPLIES		\$101.35		
	CATUR158548		11/18/2019		CNG FLEET BUILDING		\$85.28		
	CATUR158437		11/18/2019		BOLTS FOR STORM 30 UPGRADE		\$45.34		
	CATUR159143		11/18/2019		FILTER HARDWARE		\$65.89		
	CATUR159174		11/18/2019		FILTERS HARDWARE		\$5.46		
	CATUR159172		11/18/2019		FILTERS HARDWARE		\$35.13		
	CATUR159171		11/18/2019		ANCHORS FOR REPAIR AT STORM 45		\$397.77		
	CATUR159203		11/18/2019		MATERIAL FOR RP/METER STANDS		\$560.07		
	CATUR159204		11/18/2019		REPLACEMENT BITS FOR BAD ONES		\$158.48		
	CATUR159056		11/22/2019		WT17-522		\$84.15		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,525.37		
	420 - WATER				420.11000 (Cash)		\$644.22		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$85.28		
123464	11/26/2019 Invoice	Open			Accounts Payable	FRANCHISE TAX BOARD	\$100.00		
	11152019JACKSON		11/22/2019		Description	11-15-19 PAYROLL ATTACHMENT	Amount		
	Paying Fund				Cash Account		\$100.00		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$100.00		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123465	11/26/2019	Open			Invoice					
	11/22/2019				CT56603	OP15-614	GARTON TRACTOR INC			
					Paying Fund	Cash Account		\$355.99		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				
123466	11/26/2019	Open			Invoice					
	11/25/2019				A-86354	PORTABLES FOR CHRISTMAS PARADE	GARY'S RENT A CAN			
					Paying Fund	Cash Account		\$2,006.48		
					110 - General Fund	110.11000 (Cash)				
123467	11/26/2019	Open			Invoice					
	11/21/2019				90156851	\$10 Stored Value and 31-Day Discount Passes	GENFARE			
					Paying Fund	Cash Account		\$1,383.01		
					426 - Transit - Fixed Route	426.11000 (Cash)				
123468	11/26/2019	Open			Invoice					
	11/18/2019				F9J1517	DRINKING WATER WELL ANALYSIS	GEOANALYTICAL LAB INC			
					F9J0126	QUARTERLY BIOSOLIDS		\$30.00		
					F9J1401	WELL 38 PILOT STUDY		\$3,039.75		
					F9J2306	DOWNTOWN PCE REMEDIATION		\$1,080.83		
					F9J2209	ALGAE		\$1,494.00		
					F9K0609	QUARTERLY WASTEWATER SAMPLES		\$2,370.00		
					F9K0701	QUARTERLY WASTEWATER SAMPLES		\$52.50		
					F9K0412	MONTHLY LAB DILUTION WATER		\$52.50		
					F9K0506	MONTHLY WASTEWATER SAMPLES		\$36.75		
					F9J0805	PRS STATION MONITORING W37		\$204.75		
					F8J0806	PRS STATION MONITORING W38		\$1,218.00		
					Paying Fund	Cash Account		\$924.00		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				
					420 - WATER	420.11000 (Cash)		\$5,719.50		
123469	11/26/2019	Open			Invoice					
	11/22/2019				26520	DEEP WELL OIL	GOMES & SONS INC, JOE M			
					26126	CUST #24090 - Fuel Expense for 10/16/19 - 10/31/19		\$4,783.58		
					Paying Fund	Cash Account		\$895.91		
					110 - General Fund	110.11000 (Cash)		\$25,507.33		
					205 - Sports Facilities	205.11000 (Cash)				
					217 - Streets - Gas Tax	217.11000 (Cash)		\$11,738.51		
					246 - Landscape Assessment	246.11000 (Cash)		\$422.84		
					405 - Building	405.11000 (Cash)		\$1,820.88		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,230.00		
					420 - WATER	420.11000 (Cash)		\$147.39		
					425 - Transit - Dial-A-Ride	425.11000 (Cash)		\$3,219.06		
					426 - Transit - Fixed Route	426.11000 (Cash)		\$3,239.51		
					502 - Engineering	502.11000 (Cash)		\$1,818.61		
								\$2,566.85		
								\$199.59		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123470	11/26/2019 Invoice	Open			Accounts Payable	GRAINGER INC, W W	\$723.49		
	9324442558		11/18/2019		Description		Amount		
	9330006371		11/18/2019		RAS PUMP - 2		\$208.90		
	9350976990		11/18/2019		RAS PUMP - 1		\$208.90		
					EXTRA VALVE FOR GAS MIXER		\$305.69		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$723.49		
123471	11/26/2019 Invoice	Open			Accounts Payable	GROENIGER & COMPANY	\$240.22		
	1497566		11/22/2019		Description		Amount		
					DRILL MACH		\$240.22		
					Cash Account		Amount		
					420 - WATER		\$240.22		
123472	11/26/2019 Invoice	Open			Accounts Payable	HENDERSON PHD, ELLIOT	\$962.50		
	NOV 2019		11/18/2019		Description		Amount		
					POLICE OFFICER PSYCHOLOGICAL EVALUATION		\$962.50		
					Cash Account		Amount		
					110 - General Fund		\$962.50		
123473	11/26/2019 Invoice	Open			Accounts Payable	HILMAR LUMBER INC	\$71.03		
	380658		11/18/2019		Description		Amount		
	380609		11/18/2019		DENSADAG FLOW TUBE FOR PH PROBE INSTALL		\$51.01		
					SUPPLIES		\$20.02		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$71.03		
123474	11/26/2019 Invoice	Open			Accounts Payable	HILMAR READY MIX	\$168.29		
	9838		11/22/2019		Description		Amount		
					725 N TULLY		\$168.29		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$168.29		
123475	11/26/2019 Invoice	Open			Accounts Payable	Hilmar Rentals LLC	\$206.83		
	11837		11/18/2019		Description		Amount		
					RENTAL EQUIPMENT		\$206.83		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$206.83		
123476	11/26/2019 Invoice	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$313.30		
	K5166201		11/21/2019		Description		Amount		
					SCISSOR 32' ELECTRIC		\$313.30		
					Cash Account		Amount		
					110 - General Fund		\$313.30		
123477	11/26/2019 Invoice	Open			Accounts Payable	HSQ INC	\$3,236.25		
	174708		11/18/2019		Description		Amount		
					SPARE RADIOS FOR SCADA		\$3,236.25		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$3,236.25		
123478	11/26/2019 Invoice	Open			Accounts Payable	IDEXX LABORATORIES INC	\$1,010.62		
	3055857367		11/18/2019		Description		Amount		
					LAB SUPPLIES		\$1,010.62		
					Cash Account		Amount		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123479	11/26/2019	Open		420.11000 (Cash)	Accounts Payable	iFlow Energy Solutions, Inc.	\$16,064.54		
	Invoice				Description			Amount	
	100975		11/22/2019		1" Kamstrup Meters			\$1,089.98	
	100997		11/22/2019		1" Kamstrup Meters			\$14,974.56	
	Paying Fund				Cash Account			Amount	
	420 - WATER				420.11000 (Cash)			\$16,064.54	
123480	11/26/2019	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$2,515.65		
	Invoice				Description			Amount	
	S104508470.001		11/18/2019		NEW LIGHT FIXTURES FOR DONNELLY PARK			\$444.45	
					EAST BATHROOM				
	S104489840.002		11/18/2019		CNG FLEET BUILDING			\$2,071.20	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$444.45	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$2,071.20	
123481	11/26/2019	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$3,325.67		
	Invoice				Description			Amount	
	PI-026139		11/18/2019		MOTOR REPAIR RAS (EAST)			\$3,325.67	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$3,325.67	
123482	11/26/2019	Open			Accounts Payable	KLEINFELDER INC	\$4,106.00		
	Invoice				Description			Amount	
	001262305		11/21/2019		15-39E TRWQCF Secondary Clarifier 5 & Denitrifi			\$4,106.00	
					10/14-11/10/19				
	Paying Fund				Cash Account			Amount	
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)			\$4,106.00	
123483	11/26/2019	Open			Accounts Payable	LOWE'S INC	\$992.80		
	Invoice				Description			Amount	
	1371073-11/17/19		11/26/2019		City of Turlock - Lowe's Purchases (11/17/19			\$992.80	
					Statement)				
	Paying Fund				Cash Account			Amount	
	241 - Asset Replacement				241.11000 (Cash)			\$992.80	
123484	11/26/2019	Open			Accounts Payable	MISSION LINEN SUPPLY INC	\$4,311.72		
	Invoice				Description			Amount	
	10/31/19-153955		11/25/2019		FLEET SHOP - OCT 2019			\$336.08	
	10/31/19-187032		11/25/2019		FIRE STATION 1 - OCT 2019			\$135.63	
	10/31/19-187082		11/25/2019		FIRE STATION 2 - OCT 2019			\$193.15	
	10/31/19-187080		11/25/2019		FIRE STATION 3 - OCT 2019			\$93.24	
	10/31/19-187084		11/25/2019		FIRE STATION 4 - OCT 2019			\$96.78	
	10/31/19-153948		11/25/2019		WATER - OCT 2019			\$201.41	
	10/31/19-153979		11/25/2019		SEWER - OCT 2019			\$144.50	
	10/31/19-154209		11/25/2019		CITY HALL - OCT 2019			\$167.64	
	10/31/19-153971		11/25/2019		STREETS - OCT 2019			\$820.22	
	10/31/19-154035		11/25/2019		WASTEWATER (WQC) - OCT 2019			\$187.70	
	510996974		11/25/2019		WQC - JACKETS & HOODIES (C. BERGENDAHL)			\$187.70	
	510996976		11/25/2019		WQC - JACKETS & HOODIES (N. HUMISTON)			\$187.70	
	510996980		11/25/2019		WQC - JACKETS & HOODIES (A. MALDONADO)			\$187.70	
	10/31/19-227932		11/25/2019		ELECTRICAL (WQC) - OCT 2019			\$487.86	

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123485	10/31/19-153973		11/25/2019		PARKS DEPT - OCT 2019				\$142.04
	10/31/19-154117		11/25/2019		PEDRETTI - OCT 2019				\$177.97
	10/31/19-154207		11/25/2019		POLICE DEPT - OCT 2019				\$41.90
	10/31/19-203896		11/25/2019		SPORTS (TRSC) - OCT 2019				\$79.09
	10/31/19-212628		11/25/2019		STORMS - OCT 2019				\$104.13
	10/31/19-212629		11/25/2019		ASSESSMENT DISTRICTS - OCT 2019				\$213.55
	10/31/19-294215		11/25/2019		TRANSIT - OCT 2019				\$141.23
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$874.94
	205 - Sports Facilities				205.11000 (Cash)				\$257.06
	217 - Streets - Gas Tax				217.11000 (Cash)				\$167.64
	246 - Landscape Assessment				246.11000 (Cash)				\$213.55
123486	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$2,119.81
	420 - WATER				420.11000 (Cash)				\$201.41
	426 - Transit - Fixed Route				426.11000 (Cash)				\$141.23
	505 - Fleet				505.11000 (Cash)				\$336.08
	11/26/2019	Open			Accounts Payable	MME	\$177.43		
	Invoice				Description				Amount
	0143407-IN		11/22/2019		EL09-602				\$177.43
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$177.43
	11/26/2019	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$2,176.58		
	Invoice				Description				Amount
123487	AR318712 A		11/25/2019		HOUSING - QTRLY PAYMENT 9/20/19-12/19/19 (TASKALFA 3552CI)				\$452.48
	AR318712 B		11/25/2019		HOUSING QTRLY OVERAGE 6/20/19-9/19/19 (TASKALFA 3552CI)				\$18.09
	AR318795		11/25/2019		FINANCE AP 9/21/19-10/20/19 (TASKALFA 3551CI)				\$137.73
	AR318966		11/25/2019		PFM - ANNUAL PAYMENT 10/14/19-10/13/20 (KM-1820)				\$205.25
	AR318967		11/25/2019		PD OPS - ANNUAL PAYMENT 11/20/19-11/19/20 (FS-3640MFP)				\$404.55
	AR318968		11/25/2019		MS ADMIN (SPLIT 3) 9/21/19-10/20/19 (TASKALFA 35011)				\$28.80
	AR319282		11/25/2019		RECREATION 9/8/19-10/7/19 (TASKALFA 5002I)				\$73.93
	AR319335		11/25/2019		ADMIN SERVICES 9/21/19-10/20/19 (TASKALFA 6002I)				\$46.79
	AR319426		11/25/2019		ENGINEERING 9/21/19-10/20/19 (TASKALFA 3552CI)				\$99.20
	AR320945		11/25/2019		MS ADMIN/VARIOUS - OCT 2019 (TASKALFA 3051CI)				\$318.56
	AR319944		11/25/2019		PD RECORDS 9/22/19-10/21/19 (TASKALFA 6002I)				\$50.38
	AR319945		11/25/2019		HR 10/7/19-11/6/19 (TASKALFA 5052CI)				\$216.10
123488	AR319946		11/25/2019		PLANNING 10/8/19-11/7/19 (TASKALFA 5002I)				\$68.05
	AR319947		11/25/2019		PD ADMIN 10/5/19-11/4/19 (TASKALFA 5002I)				\$30.74
	AR319948		11/25/2019		FINANCE AR 10/7/19-11/6/19 (TASKALFA 5002I)				\$25.93
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,154.64
	255 - CDBG				255.11000 (Cash)				\$470.57
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$220.91
	420 - WATER				420.11000 (Cash)				\$211.32

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123487	501 - Information Technology			501.11000 (Cash)					\$19.94
	502 - Engineering			502.11000 (Cash)					\$99.20
	11/26/2019	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$802.37		
	Invoice								
	8577-315589		11/22/2019	ST98-7121				Amount	
	8577-315590		11/22/2019	ST99-7003				\$43.65	
	8577-315624		11/22/2019	EL03-678				\$74.14	
	8577-315477		11/22/2019	NOTE 7121				\$163.53	
	8577-315476		11/22/2019	ST98-7121				\$41.36	
	8577-315510		11/22/2019	WT15-503				\$87.75	
123488	8577-315661		11/22/2019	ST98-7121				\$136.75	
	Paying Fund			Cash Account				\$255.19	
	217 - Streets - Gas Tax			217.11000 (Cash)				Amount	
	420 - WATER			420.11000 (Cash)				\$502.09	
	11/26/2019	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$3,432.00		
	Invoice							\$300.28	
	3613007		11/21/2019	17-58 Eng & Survey for SRTS ADA Pedestrian Improv				Amount	
	Paying Fund			10/14-11/10/19				\$3,432.00	
	215 - Streets - Grant Funded Projects			215.11000 (Cash)				Amount	
	11/26/2019	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$2,128.09		
123489	Invoice							Amount	
	055707769		11/22/2019	HYDRANT METER BACKFLOW				\$2,128.09	
	Paying Fund			Cash Account				Amount	
	420 - WATER			420.11000 (Cash)				\$2,128.09	
	11/26/2019	Open			Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	\$5,850.00		
	Invoice							Amount	
	4109		11/21/2019	SR03 19-37 Transit Microwave Data Improvements - through 8/31/19				\$5,850.00	
	Paying Fund			Cash Account				Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$5,850.00	
	11/26/2019	Open			Accounts Payable	Platt Electric Supply	\$813.99		
123491	Invoice							Amount	
	Y196909		11/18/2019	NEW MEGGER FOR ELECTRICAL MAINTENANCE				\$776.59	
	X514063		11/18/2019	SHOP				Amount	
	Paying Fund			FLOAT PIT #3 DISPLAY				\$37.30	
	410 - WATER QUALITY CONTROL (WQC)			Cash Account				Amount	
	11/26/2019	Open		410.11000 (Cash)				\$813.99	
	Invoice							Amount	
	Draw1 FY2019-20		11/20/2019	PROJECT SENTINEL INC				\$1,676.65	
	Paying Fund			PROJECT SENTINEL PUBLIC SERVICE GRANT FY 2019-2020				Amount	
	255 - CDBG			Cash Account				\$1,676.65	
123493	11/26/2019	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$387.50		
	Invoice							Amount	
	229308		11/22/2019	ST99-7003				\$387.50	
	11/26/2019	Open			Accounts Payable	PROJECT SENTINEL INC	\$1,676.65		
	Invoice							Amount	
	Draw1 FY2019-20		11/20/2019	PROJECT SENTINEL PUBLIC SERVICE GRANT FY 2019-2020				\$1,676.65	
	Paying Fund			Cash Account				Amount	
	255 - CDBG			255.11000 (Cash)				\$1,676.65	
	11/26/2019	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$387.50		
	Invoice							Amount	

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
123494	Paying Fund				Cash Account					
	217 - Streets - Gas Tax				217.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123495	PP12/CP17-22A			11/21/2019	Description	RANGER PIPELINES INC				
					17-22A Construction of NVRWP Turlock Component					
					- Oct 2019		\$3,420,855.00	\$3,420,855.00		
123496	Paying Fund				Cash Account					
	416 - Recycled Water Sales				416.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123497	0000011681			11/18/2019	Description	ROBIC REFRIGERATION INC				
					SERVICE CALL - PROPERTY & EVIDENCE WALK IN					
					COOLER		\$419.78	\$419.78		
123498	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123499	PP25/CP15-39C			11/21/2019	Description	ROEN, CW CONSTRUCTION CO				
					15-39C RWQCF Secondary Clarifier 5 & Denitrification					
					- Oct 2019		\$487,949.69	\$487,949.69		
123499	Paying Fund				Cash Account					
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123500	16761			11/18/2019	Description	ROLAND PHD, JOCELYN E				
					POLICE PRE-EMPLOYMENT 6/6/19					
					POLICE PRE-EMPLOYMENT 6/27/19		\$450.00	\$450.00		
123500	16805			11/18/2019	Description	POLICE AUGUST 2019 CONTRACT				
					FIRE - NOVEMBER 2019 MONTHLY SERVICE		\$1,000.00	\$1,000.00		
							\$1,000.00	\$1,000.00		
123500	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123500	3017284077			11/22/2019	Description	RUSH TRUCK CENTERS OF CALIFORNIA, INC.				
					PK03-4341					
							\$29.97	\$29.97		
123500	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123500	PP12RET/CP17-22A			11/21/2019	Description	Sacramento Bank of Commerce, c/o				
					Escrow Agmt- Retention for 17-22A NVRWP - Oct					
					2019		\$180,045.00	\$180,045.00		
123500	Paying Fund				Cash Account					
	416 - Recycled Water Sales				416.11000 (Cash)					
	Invoice	11/26/2019	Open			Accounts Payable				
123500	367656			11/22/2019	Description	SAFE-T-LITE CO INC				
					NO PARKING SIGNS					
							\$75.51	\$75.51		
123500	Paying Fund				Cash Account					
	420 - WATER				420.11000 (Cash)					
							\$75.51	\$75.51		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123501	11/26/2019 Invoice 15894	Open			Accounts Payable	SAFEWAY SIGN COMPANY	\$1,754.07		
					Description	Amount			
				11/21/2019	Street Name Signs & Misc Supplies - Fairbanks Ranch Subdivision	\$3,508.14			
				11/21/2019	Credit Memo for Duplicate Billing- see Inv #15894 Cash Account	(\$1,754.07)			
					226-11000 (Cash)	\$1,754.07			
123502	11/26/2019 Invoice 309417	Open			Accounts Payable	SHARPENING SHOP	\$212.11		
				11/22/2019	WT16-507 Cash Account	\$212.11			
					420-11000 (Cash)	\$212.11			
123503	11/26/2019 Invoice	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$536.06		
				11/22/2019	11-15-19 PAYROLL ATTACHMENT	\$50.00			
				11/22/2019	11-15-19 PAYROLL ATTACHMENT Cash Account	\$486.06			
					104-11000 (Cash)	\$536.06			
123504	11/26/2019 Invoice	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$117,605.00		
				11/19/2019	ANNUAL PERMIT FEES 07/01/19-06/30/20	\$103,532.00			
				11/19/2019	ANNUAL PERMIT FEES 07/01/19-06/30/20 Cash Account	\$14,073.00			
					410-11000 (Cash)	\$117,605.00			
123505	11/26/2019 Invoice SI30240	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$471.46		
				11/22/2019	WT17-511 Cash Account	\$471.46			
					410-11000 (Cash)	\$471.46			
123506	11/26/2019 Invoice 11152019BECCHETT	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
				11/22/2019	11-15-19 PAYROLL ATTACHMENT	\$439.13			
					104-11000 (Cash)	\$439.13			
123507	11/26/2019 Invoice	Open			Accounts Payable	T I D	\$360,180.36		
				11/19/2019	Electric service for 140 S 1st St, Turlock	\$43.92			
				11/20/2019	Oct 2019 Electric Service for 1145 Park St, Turlock	\$71.87			
				11/21/2019	000208-022041-0003/ 244 N Broadway (PSF)	\$13,201.46			
				11/21/2019	000208-000129-0001 / 2400 Tegner Rd (Pedretti Park)	\$711.71			
				11/21/2019	000208-000129-0002 / 2400 Tegner Rd (Pedretti Park)	\$49.79			
				11/21/2019	000208-000129-0003 / 2400 Tegner Rd (Pedretti Park)	\$3,657.12			
				11/21/2019	000208-002428-0001 / 701 S Walnut Rd (Dial-A-Ride)	\$208.50			
				11/21/2019	000208-002428-0008 / 701 S Walnut Rd	\$241.35			
				11/21/2019	000208-003110-0001 / 2820 N Walnut Ave (Station 4)	\$98.38			
				11/21/2019	000208-003110-0002 / 2820 N Walnut Ave (Station 4)	\$118.35			

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
WQC	11/12/19		11/21/2019		000208-012362-0008/ 901 S Walnut (Water Treatment Facility)		\$157,207.26		
Fire#2	11/09/19		11/21/2019		000208-018926-0001 / 791 S Walnut Rd (Station 2)		\$266.27		
AC	11/09/19		11/21/2019		000208-018927-0002 / Animal Control		\$80.71		
City Hall	11/09/19		11/21/2019		000208-024467-0007 / 156 S Broadway (City Hall)		\$5,021.52		
Senior	11/12/19		11/21/2019		000208-026235-0001 / 1191 Cahill Ave		\$82.52		
Senior-11/09/19			11/21/2019		000208-026235-0002 / 1191 Cahill Ave		\$263.45		
Fire#1	11-9-19		11/21/2019		000208-030754-0004 / 540 E Marshal (Station 1)		\$821.94		
Rec	11/09/19		11/21/2019		000208-030977-0005 / 144 S Broadway		\$258.65		
Rec-11/09/19			11/21/2019		000208-030977-0003 / 144 S Broadway		\$26.12		
Fire#3	11/12/19		11/21/2019		000208-054409-0001 / 501 E Monte Vista Ave (Station 3)		\$274.29		
Stmnt:11/09/19			11/21/2019		000208-070607-0001 / 900 W Zeering Rd/Storm Drain Pump		\$24.47		
TRSC	11-9-19		11/21/2019		000208-070692-0002 / Kilroy Rd (Sports Complex)		\$402.12		
AC	11/09/19		11/21/2019		000208-070892-0003 / 801 S Walnut (Animal Control)		\$371.35		
CNG-11/09/19			11/21/2019		000208-077375-0001 / 1001 S Walnut Rd -CNG		\$1,061.02		
TRSC	11/09/19		11/21/2019		000208-077978-0001 / Kilroy Rd (Sports Complex)		\$405.63		
Stmnt:11-9-19			11/21/2019		000208-101910-0002 / Harding Darin Pump Station		\$6,217.29		
Transit:11/12/19			11/21/2019		000208-101449-0002 / 1418 N Golden State Blvd (Transit Center)		\$969.90		
Stmnt:11/09/19			11/21/2019		000208-104054-0001 / Hawkeye & Denair		\$48.94		
AC-11-9-19			11/21/2019		000208-018927-0001 / S Walnut (Animal Control)		\$174.44		
Stmnt: 11-12-19			11/21/2019		000208-000000-0167 (Well Pump Stations)		\$110,561.19		
Stmnt:11-12-19			11/21/2019		000208-000000-0169 (Storm Pump Stations)		\$4,387.57		
Multi-11/09/19			11/21/2019		000208-000000-0007 / Multiple streetlights		\$612.80		
Multi-11-9-19			11/21/2019		000208-000000-0014 / Multiple streetlights		\$326.88		
Multi 11-9-19			11/21/2019		000208-000000-0018 / Multiple streetlights		\$147.99		
Stmnt:11-09-19			11/21/2019		000208-000000-0187 / Hawkeye/N. Denair		\$26.56		
PO190 11-26-19			11/21/2019		Multiple COT accounts paid on PO 190		\$12,326.65		
Transit-11-9-19			11/21/2019		000208-101449-0001 / 1418 N Golden State Blvd (Transit Center)		\$29.94		
PO187 11-26-19			11/21/2019		Multiple COT accounts paid on PO 187		\$3,792.85		
PO186-11-26-19			11/21/2019		Multiple COT accounts paid on PO 186		\$3,542.38		
PO181 11/26/19			11/21/2019		Multiple COT accounts paid on PO 181		\$1,430.72		
PO189 11/26/19			11/21/2019		Multiple COT accounts paid on PO 189		\$1,671.19		
PO182 11/26/19			11/21/2019		Multiple COT accounts paid on PO 182		\$22,734.00		
Fleet 11/12/19			11/21/2019		000208-002428-0003 / 701 S Walnut Rd		\$1,635.48		
Stmnt: 11/12/19			11/21/2019		000208-000000-0168 (Sewer Pump Stations)		\$4,534.98		
Stmnt: 11-09-19			11/26/2019		000208-104073-001 W. Main & W. Avenue		\$38.84		
Paying Fund					Cash Account		Amount		
110 - General Fund					110.11000 (Cash)		\$24,700.26		
205 - Sports Facilities					205.11000 (Cash)		\$5,347.81		
216 - Streets - Local Transportation					216.11000 (Cash)		\$40,099.13		
256 - Stanislaus Housing Consortium					256.11000 (Cash)		\$71.87		
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)		\$173,051.42		
420 - WATER					420.11000 (Cash)		\$111,775.07		
426 - Transit - Fixed Route					426.11000 (Cash)		\$1,503.52		
505 - Fleet					505.11000 (Cash)		\$3,587.36		
625 - Successor Agency - LMI					625.11000 (Cash)		\$43.92		

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123508	11/26/2019 Invoice	Open			Accounts Payable	TBA AUTO PARTS	\$2,162.63		
	OCT 2019		11/22/2019	Description					
	Paying Fund			OCTOBER 2019					\$2,162.63
	110 - General Fund			Cash Account					Amount
	426 - Transit - Fixed Route			110.11000 (Cash)					\$1,990.43
				426.11000 (Cash)					\$172.20
123509	11/26/2019 Invoice	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	\$504,307.51		
	PP14-CP1730		11/21/2019	Description					Amount
	Paying Fund			17-30 West Main Corridor Rehabilitation Measure L -					\$504,307.51
	118 - Measure L			Oct 2019					Amount
				Cash Account					\$504,307.51
	218 - Measure L			218.11000 (Cash)					Amount
123510	11/26/2019 Invoice	Open			Accounts Payable	TETER, LLP	\$4,710.10		
	47920		11/21/2019	Description					Amount
	Paying Fund			SR01, 18-46 CNG Maint Building Wall Addition - thru					\$4,710.10
	426 - Transit - Fixed Route			10/25/19					Amount
				Cash Account					\$4,710.10
	426 - Transit - Fixed Route			426.11000 (Cash)					Amount
123511	11/26/2019 Invoice	Open			Accounts Payable	THERMO KING MODESTO INC	\$739.32		
	M160272		11/22/2019	Description					Amount
	Paying Fund			TRA15-1038LL					\$739.32
	425 - Transit - Dial-A-Ride			Cash Account					Amount
				425.11000 (Cash)					\$739.32
123512	11/26/2019 Invoice	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$2,548.03		
	1312282019		11/18/2019	Description					Amount
	Paying Fund			2019 Membership Fee					\$2,548.03
	420 - WATER			Cash Account					Amount
				420.11000 (Cash)					\$2,548.03
123513	11/26/2019 Invoice	Open			Accounts Payable	UNITED RENTAL INC	\$242.62		
	174563272-001		11/22/2019	Description					Amount
	Paying Fund			AIR TAMPER					\$242.62
	410 - WATER QUALITY CONTROL (WQC)			Cash Account					Amount
				410.11000 (Cash)					\$242.62
123514	11/26/2019 Invoice	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
	399902550		11/21/2019	Description					Amount
	Paying Fund			Lease Agreement for Payroll Copier 11/9/19-12/8/19					\$66.44
	110 - General Fund			Cash Account					Amount
				110.11000 (Cash)					\$66.44
123515	11/26/2019 Invoice	Open			Accounts Payable	VISION SERVICE PLAN CA	\$6,543.55		
	807761531		11/22/2019	Description					Amount
	Paying Fund			VISION CLAIMS OCTOBER 2019					\$6,543.55
	511 - Health Care			Cash Account					Amount
				511.11000 (Cash)					\$6,543.55
123516	11/26/2019 Invoice	Open			Accounts Payable	WALLACE KUHLE & ASSOCIATES	\$1,905.00		
	201903507		11/21/2019	Description					Amount
				SR12, 17-30 W. Main St Corridor Rehab- Measure L -					\$1,905.00
				thru 10/26/19					Amount

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
201903349			11/21/2019	SR 15, 17-30 W. MAIN REHAB - - thru 10/26/19	OIL TANK REMOVAL				\$225.00
	Paying Fund			Cash Account					Amount
218 - Measure L				218.11000 (Cash)		WEST STEEL & PLASTIC			\$1,905.00
123517	11/26/2019	Open			Accounts Payable		\$121.24		
	Invoice								Amount
390649	11/18/2019				SUPPORTS FOR METER/RP DEVICES FOR CONTRACTOR USE				\$121.24
	Paying Fund			Cash Account					Amount
420 - WATER				420.11000 (Cash)					\$121.24
123518	11/26/2019	Open			Accounts Payable	WEXBANK	\$74.45		
	Invoice								Amount
62348557	11/21/2019				SHELL FUEL - 11/15/19 STATEMENT				\$74.45
	Paying Fund			Cash Account					Amount
110 - General Fund				110.11000 (Cash)					\$74.45
123519	11/26/2019	Open			Accounts Payable	WOOD RODGERS INC	\$170.00		
	Invoice								Amount
131053	11/19/2019				Professional Services Rendered Through 10/31/2019				\$170.00
	Paying Fund			Cash Account					Amount
420 - WATER				420.11000 (Cash)					\$170.00
123520	11/26/2019	Open			Accounts Payable	CAMPOS, MATT	\$552.00		
	Invoice								Amount
TR4476-REIMBURSE	11/25/2019				REIMBURSEMENT CAMPOS 11/17/19 TR 4476				\$552.00
	Paying Fund			Cash Account					Amount
110 - General Fund				110.11000 (Cash)					\$552.00
123521	11/26/2019	Open			Accounts Payable	GUTIERREZ, ORLANDO	\$95.00		
	Invoice								Amount
O. GUTIERREZ	11/22/2019				GRADE 4 WATER REIMBURSEMENT				\$95.00
	Paying Fund			Cash Account					Amount
420 - WATER				420.11000 (Cash)					\$95.00
123522	11/26/2019	Open			Accounts Payable	HALEY, RON	\$15.00		
	Invoice								Amount
R19-000221	11/21/2019				A/C REFUND				\$15.00
	Paying Fund			Cash Account					Amount
203 - Animal Fee Forfeiture				203.11000 (Cash)					\$15.00
123523	11/26/2019	Open			Accounts Payable	Pacific Gas and Electric Company	\$1,753.67		
	Invoice								Amount
13614313	11/22/2019				Hydrant use permit refund				\$1,753.67
	Paying Fund			Cash Account					Amount
110 - General Fund				110.11000 (Cash)					\$2,000.00
420 - WATER				420.11000 (Cash)					(\$246.33)
123524	11/26/2019	Open			Accounts Payable	Polanco, Ignacio and Maria	\$10.27		
	Invoice								Amount
1104HighSt	11/19/2019				Reimbursement for overpayment				\$10.27
	Paying Fund			Cash Account					Amount
255 - CDBG				255.11000 (Cash)					\$5.13
256 - Stanislaus Housing Consortium				256.11000 (Cash)					\$5.14

Payment Register

From Payment Date: 11/22/2019 - To Payment Date: 11/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123525	11/26/2019	Voided	DEPT REQUESTED	12/04/2019	Accounts Payable	Quiroga, Elizabeth	\$80.00		
	Invoice			Description					
	TR 4489-Per Diem		11/25/2019	TR 4489-Per Diem FTA Procurement Overview			\$80.00		
	Paying Fund			Cash Account			\$80.00		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$80.00		
123526	11/26/2019	Open			Accounts Payable	TIERNAN, AUSTIN	\$185.00		
	Invoice			Description					
	A. TIERNAN		11/22/2019	COLLECTION GRADE 2 REIMBURSEMENT			\$185.00		
	Paying Fund			Cash Account			\$185.00		
	420 - WATER			420.11000 (Cash)			\$185.00		
Type Check Totals:							\$6,015,287.46		
AP - Accounts Payable Totals							\$6,015,287.46		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$6,015,207.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$80.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$6,015,287.46	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$6,015,207.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$80.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$6,015,287.46	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$6,015,207.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$80.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$6,015,287.46	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$6,015,207.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$80.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$6,015,287.46	\$0.00

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voids Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
123527	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	AECOM TECHNICAL SERVICES INC			
2000292164	11/27/2019				August 31 - October 31, 2019				
Paying Fund					Cash Account		\$4,824.57		
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)				
							\$4,824.57		
123528	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	AMERICAN MESSAGING			
R1061851TL	12/04/2019				Acct #R1-061851 - Police Department				
Paying Fund					Cash Account		\$11.31		
110 - General Fund					110.11000 (Cash)				
							\$11.31		
123529	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	AMERICAN MESSAGING			
R1061876TL	12/04/2019				Acct #R1-061876 - Fire Department				
Paying Fund					Cash Account		\$12.52		
110 - General Fund					110.11000 (Cash)				
							\$12.52		
123530	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	Amtest Inc			
113264	11/25/2019				FILL AND DUMP TEST				
113174	11/25/2019				TURLOCK BENCH		\$264.00		
113298	11/25/2019				TURLOCK BENCH		\$738.00		
Paying Fund					Cash Account		\$594.00		
420 - WATER					420.11000 (Cash)				
							\$1,596.00		
123531	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	AT&T MOBILITY			
4412X11272019	12/04/2019				995824412 / Aircards		\$2,683.53		
5728X11272019	12/04/2019				287262975728 / IT & WQC		\$335.15		
5677X11272019	12/04/2019				287262975677 / WQC/Utilities Phones/Data, Eng &		\$723.45		
Paying Fund					Transit Data SIM				
110 - General Fund					Cash Account				
410 - WATER QUALITY CONTROL (WQC)					110.11000 (Cash)		\$2,467.38		
420 - WATER					410.11000 (Cash)		\$736.33		
426 - Transit - Fixed Route					420.11000 (Cash)		\$303.61		
501 - Information Technology					426.11000 (Cash)		\$47.43		
502 - Engineering					501.11000 (Cash)		\$144.15		
					502.11000 (Cash)		\$43.23		
123532	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	AXON ENTERPRISE, INC.			
SI-1616965	11/25/2019				BODY CAMERAS - YEAR ONE (INVOICE 1 OF 2)		\$266,328.89		
SI-1622399	11/25/2019				BODY CAMERAS - YEAR ONE (INVOICE 2 OF 2)		\$14,145.65		
Paying Fund					Cash Account				
240 - Small Equipment Replacement					240.11000 (Cash)		\$280,474.54		
123533	12/05/2019	Open							
Invoice	12/05/2019				Accounts Payable	CENTRAL SANITARY SUPPLY			
1011519	12/04/2019				JANITORIAL PAPER & CLEANING SUPPLIES		\$82.57		
1011520	12/04/2019				JANITORIAL PAPER & CLEANING SUPPLIES		\$81.17		
1011533	12/04/2019				JANITORIAL PAPER & CLEANING SUPPLIES		\$9.49		

6A3

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	C/M 26005		12/04/2019		CREDIT - JANITORIAL PAPER & CLEANING SUPPLIES				(\$81.17)
	1012464		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$195.10
	1012467		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$27.62
	C/M 26080		12/04/2019		CREDIT - JANITORIAL PAPER & CLEANING SUPPLIES				(\$29.13)
	1013551		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$29.13
	1013564		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$23.73
	1014461		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$594.69
	1016201		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$523.15
	1017250		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$21.52
	1018118		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$538.17
	1018119		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$211.91
	1019160		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$29.13
	1019163		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$28.48
	1020004		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$458.60
	1021906		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$407.31
	1024909		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$566.15
	1025735		12/04/2019		JANITORIAL PAPER & CLEANING SUPPLIES				\$248.57
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$3,966.19
123534	12/05/2019	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$364.00		
	Invoice				Description				Amount
	63008		12/04/2019		Preventative Maintenance & Filter Change-out - Sep 2019				\$364.00
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$79.00
	501 - Information Technology				501.11000 (Cash)				\$285.00
123535	12/05/2019	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$339.96		
	Invoice				Description				Amount
	0695883112619		12/04/2019		8203 13 001 0695883 / 901 S Walnut Rd (WQC)				\$94.98
	0763228112519		12/04/2019		8203 13 001 0763228 / IT Internet				\$80.00
	0071896112319		12/04/2019		8203 13 005 0071896 / IT Internet				\$80.00
	046535112219		12/04/2019		8203 13 001 046535 / Admin Internet				\$84.98
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$84.98
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$47.49
	420 - WATER				420.11000 (Cash)				\$47.49
	501 - Information Technology				501.11000 (Cash)				\$160.00
123536	12/05/2019	Open			Accounts Payable	CNC ENVIRONMENTAL LLC	\$5,203.01		
	Invoice				Description				Amount
	3118		11/25/2019		TURNKEY CHANGEOUT 1000LB LIQUID CARBON VESSEL				\$5,203.01
	Paying Fund				Cash Account				Amount
	420 - WATER				420.11000 (Cash)				\$5,203.01
123537	12/05/2019	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$6,696.00		
	Invoice				Description				Amount
	59874		12/04/2019		Unarmed Security Services for Transit Center 11/16/19 -11/30/19				\$6,696.00

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123538	Paying Fund				Cash Account				
	426 - Transit - Fixed Route				426.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	Delfino Madden O'Malley Coyle Koewler LLP	\$22,391.28		
123539	Invoice				Description				
	138902	11/27/2019			Workplace Investigation				
	Paying Fund				Cash Account				
123540	110 - General Fund				110.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$886.57		
	Invoice				Description				
123541	S4817794.001	11/25/2019			BOX AND BACK PANEL FOR GBT JOB				
	S4819089.001	11/25/2019			PVC CONDUIT FOR GBT				
	S4817794.002	11/25/2019			BREAKER FOR GBT PROJECT				
123542	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
123543	Invoice				Description				
	11152019FARIA	12/05/2019			11-15-19 PAYROLL ATTACHMENT				
	Paying Fund				Cash Account				
123544	104 - Payroll Clearing Fund				104.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,337.06		
	Invoice				Description				
123545	CATUR159263	11/25/2019			DEPARTMENT SUPPLIES				
	CATUR158963	11/25/2019			DEPARTMENT SUPPLIES				
	CATUR158801	11/25/2019			JANITORIAL AND DEPARTMENT SUPPLIES				
123546	CATUR158834	11/25/2019			JANITORIAL AND DEPARTMENT SUPPLIES				
	CATUR158467	11/25/2019			JANITORIAL AND DEPARTMENT SUPPLIES				
	Paying Fund				Cash Account				
123547	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	FasTrak SoftWorks, Inc.	\$1,420.00		
	Invoice				Description				
123548	23165	11/25/2019			PLC WORKSHOP SUITE FOR MODICON				
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
123549	12/05/2019	Open			Accounts Payable	FEDERAL EXPRESS	\$1,541.61		
	Invoice				Description				
	5242262480	12/04/2019			Shipping Charges - Bill of Lading 11/07/19				
123550	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	FLUID COMPONENTS INTERNATIONAL LLC	\$5,161.41		
123551	Invoice				Description				
	1129665	11/25/2019			GAS FLOW METER				
	Paying Fund				Cash Account				
123552	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	12/05/2019	Open			Accounts Payable	FLUID COMPONENTS INTERNATIONAL LLC	\$5,161.41		
	Invoice				Description				

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123545	12/05/2019	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$13,727.04		
	Invoice								
	F9K0605		11/25/2019		PRS STATION MONITORING W8		Amount		
	F9K0604		11/25/2019		PRS STATION MONITORING W37		\$924.00		
	F9K0702		11/25/2019		MONTHLY WASTEWATER SAMPLES		\$1,218.00		
	F9K0603		11/25/2019		DRINKING WATER WELL ANALYSIS		\$152.25		
	F9K1801		11/25/2019		1,2,3 TCP WELL SAMPLING		\$30.00		
	F9K1416		11/25/2019		MONTHLY 1,2,3 TCP SAMPLING		\$615.00		
	F9J1511		11/25/2019		PRS STATION MONITORING W8		\$615.00		
	F9J1721		11/25/2019		WELL 38 PILOT STUDY		\$535.50		
	F9J1510		11/25/2019		PRS STATION MONITORING W37		\$1,218.00		
	F9K0507		11/25/2019		MONTHLY/QUARTERLY OUTFALL		\$168.00		
	F9K0504		11/25/2019		MONTHLY WASTEWATER SAMPLES		\$162.75		
	F9J0701		11/25/2019		ACCELERATED MONITORING ALGAE CHRONIC TOXICITY ANALYSIS		\$2,113.49		
	F9K0710		11/25/2019		1,2,3 TCP WELL SAMPLING		\$780.00		
	F9J2105		11/25/2019		ACCELERATED MONITORING ALGAE CHRONIC TOXICITY ANALYSIS		\$2,129.05		
	F9J2307		11/25/2019		PRS STATION MONITORING W37		\$1,218.00		
	F9J2308		11/25/2019		PRS STATION MONITORING W8		\$924.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,725.54		
	420 - WATER				420.11000 (Cash)		\$9,001.50		
123546	12/05/2019	Open			Accounts Payable	GRAINGER INC, W W	\$944.08		
	Invoice								
	9349138769		11/25/2019		JANITORIAL SUPPLIES		Amount		
	9348584351		11/25/2019		JANITORIAL SUPPLIES		\$124.41		
	9356563156		11/25/2019		JANITORIAL SUPPLIES		\$115.17		
	9357768309		11/25/2019		JANITORIAL SUPPLIES		\$170.40		
	9356006842		11/25/2019		JANITORIAL AND DEPARTMENT SUPPLIES		\$458.07		
	9356531120		11/25/2019		JANITORIAL AND DEPARTMENT SUPPLIES		\$30.81		
	Paying Fund				WATER TOOLS		\$45.22		
	410 - WATER QUALITY CONTROL (WQC)				Cash Account		Amount		
	420 - WATER				410.11000 (Cash)		\$898.86		
					420.11000 (Cash)		\$45.22		
123547	12/05/2019	Open			Accounts Payable	HILMAR LUMBER INC	\$606.76		
	Invoice								
	383351		11/25/2019		SUPPLIES		Amount		
	383275		11/25/2019		CONDUIT PARTS UFD'S AT THE GBT		\$45.18		
	374565		11/25/2019		WELL 38 PLUMBING		\$101.83		
	Paying Fund				Cash Account		\$459.75		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		Amount		
	420 - WATER				420.11000 (Cash)		\$147.01		
							\$459.75		
123548	12/05/2019	Open			Accounts Payable	Hilmar Rentals LLC	\$24.76		
	Invoice								
	12005		11/25/2019		SUPPLIES		Amount		
	Paying Fund				Cash Account		\$24.76		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		Amount		
							\$24.76		

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123549	12/05/2019 Invoice	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$2,025.36		
	32480		11/25/2019	Description		Amount			
	Paying Fund			Cash Account		\$2,025.36			
	110 - General Fund			110.11000 (Cash)		\$2,025.36			
123550	12/05/2019 Invoice	Open			Accounts Payable	IBM CORPORATION	\$999.10		
	Q0097N0		12/04/2019	Description		Amount			
	Paying Fund			Cash Account		\$999.10			
	110 - General Fund			110.11000 (Cash)		\$999.10			
123551	12/05/2019 Invoice	Open			Accounts Payable	IDEATE, INC.	\$4,276.80		
	38246		12/04/2019	Description		Amount			
	Paying Fund			Cash Account		\$4,276.80			
	110 - General Fund			110.11000 (Cash)		\$1,470.15			
	405 - Building			405.11000 (Cash)		\$1,648.35			
	420 - WATER			420.11000 (Cash)		\$579.15			
	502 - Engineering			502.11000 (Cash)		\$579.15			
123552	12/05/2019 Invoice	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$241.64		
	126430		11/25/2019	Description		Amount			
	Paying Fund			Cash Account		\$241.64			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$241.64			
123553	12/05/2019 Invoice	Open			Accounts Payable	LEHIGH HANSON INC	\$388.58		
	2072342		11/26/2019	Description		Amount			
	2074857		11/26/2019	ASPHALT FOR STREETS		\$91.60			
	2075261		11/26/2019	ASPHALT FOR STREETS		\$89.62			
	2075656		11/26/2019	ASPHALT FOR STREETS		\$117.08			
	Paying Fund			Cash Account		\$90.28			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$388.58			
123554	12/05/2019 Invoice	Open			Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	\$150.00		
	1530196-20191031		11/26/2019	Description		Amount			
	Paying Fund			Cash Account		\$150.00			
	110 - General Fund			110.11000 (Cash)		\$150.00			
123555	12/05/2019 Invoice	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$7,668.83		
	AR320003		11/27/2019	Description		Amount			
	Paying Fund			Cash Account		\$7,668.83			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$7,668.83			
123556	12/05/2019 Invoice	Open			Accounts Payable	MOTOROLA INC	\$4,800.00		
	8230250044		11/25/2019	Description		Amount			
	Paying Fund			Cash Account		\$4,800.00			
				COMMAND CENTRAL ANNUAL SUBSCRIPTION RENEWAL 7/10/19-7/9/20		\$4,800.00			

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123557	12/05/2019	Open		11/10/2019	(Cash)				
	Invoice								
	Rec 11/24/19		12/04/2019		Accounts Payable	P G & E	\$9.23		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
					Description				
					2749172768-4 / 144 S Broadway				
					Cash Account				
					110.11000 (Cash)				
					Amount				
					\$9.23				
123558	12/05/2019	Open				PROTECH SECURITY/ELEC INC	\$1,833.00		
	Invoice								
	718337445		12/04/2019		Accounts Payable				
	718337647		12/04/2019		CITY HALL MONTHLY MONITORING - NOV 2019				
	718337935		12/04/2019		PSF MONTHLY MONITORING - NOV 2019				
	718338194		12/04/2019		CITY HALL MONTHLY MONITORING - DEC 2019				
	718337816		12/04/2019		PSF MONTHLY MONITORING - DEC 2019				
					CHLORINE BLDG QUARTERLY MONITORING - JAN - MAR 2020				
	718337817		12/04/2019		SWITCH GEAR BLDG QUARTERLY MONITORING - JAN - MARCH 2020				
	718337821		12/04/2019		TRANSIT CENTER QUARTERLY MONITORING - JAN-MAR 2020				
	718337832		12/04/2019		TRANSIT CENTER QUARTERLY MONITORING - JAN-MAR 2020				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	426 - Transit - Fixed Route				426.11000 (Cash)				
					Amount				
					\$1,176.00				
123559	12/05/2019	Open				REED INC, GEORGE	\$201.37		
	Invoice								
	100196115		11/26/2019		Accounts Payable				
	100196375		11/26/2019		ASPHALT FOR STREETS				
	Paying Fund				ASPHALT FOR STREETS				
	217 - Streets - Gas Tax				Cash Account				
					217.11000 (Cash)				
					Amount				
					\$201.37				
123560	12/05/2019	Open				SPRINT	\$2,188.08		
	Invoice								
	637094318-215		12/04/2019		Accounts Payable				
	Paying Fund				SPRINT (10/8/19-11/7/19)				
	110 - General Fund				Cash Account				
	120 - Tourism				110.11000 (Cash)				
	205 - Sports Facilities				120.11000 (Cash)				
	217 - Streets - Gas Tax				205.11000 (Cash)				
	246 - Landscape Assessment				217.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				246.11000 (Cash)				
	420 - WATER				410.11000 (Cash)				
	505 - Fleet				420.11000 (Cash)				
					505.11000 (Cash)				
					Amount				
					\$2,188.08				
123561	12/05/2019	Open				STOMMEL INC DBA LEHR AUTO ELECTRIC	\$20,778.98		
	Invoice								
	S137798		11/25/2019		Accounts Payable				
	Paying Fund				POL UNIT 501 NEW VEHICLE OUTFITTING				
	506 - Vehicle/Equipment Replacement				Cash Account				
					506.11000 (Cash)				
					Amount				
					\$20,778.98				

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123562	12/05/2019 Invoice 8244T	Open		12/04/2019	Management and Operation of Turlock Transit Services Oct 19 Cash Account	Accounts Payable	STORER TRANSIT SYSTEMS	\$137,995.58		
	Paying Fund									
	425 - Transit - Dial-A-Ride				425.11000 (Cash)			\$26,689.43		
	426 - Transit - Fixed Route				426.11000 (Cash)			\$111,306.15		
123563	12/05/2019	Open				Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$9,923.64		
	Invoice									
	270663			11/25/2019	LIQUID CHLORINE			\$7,307.88		
	270664			11/25/2019	LIQUID CHLORINE - EMPTIES			(\$4,000.00)		
	270787			11/25/2019	LIQUID CHLORINE			\$14,615.76		
	270788			11/25/2019	LIQUID CHLORINE - EMPTIES			(\$8,000.00)		
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$9,923.64		
123564	12/05/2019	Open				Accounts Payable	TURLOCK JOURNAL	\$1,064.12		
	Invoice									
	258917			11/26/2019	LEAF PICKUP PROGRAM DISPLAY			\$1,064.12		
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$1,064.12		
123565	12/05/2019	Open				Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT	\$398.75		
	Invoice									
	200182			11/25/2019	District Workshops at school sites, November, 2019			\$398.75		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)			\$398.75		
123566	12/05/2019	Open				Accounts Payable	TYLER TECHNOLOGIES INC.	\$1,275.00		
	Invoice									
	045-283093			12/04/2019	John Jenkins Executime-Advanced Scheduling			\$1,275.00		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)			\$1,275.00		
123567	12/05/2019	Open				Accounts Payable	US BANK OFFICE EQUIPMENT	\$928.61		
	Invoice									
	400617171			12/04/2019	Lease agreement for 9 copiers 11/20/19-12/19/19			\$928.61		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)			\$755.64		
	405 - Building				405.11000 (Cash)			\$37.54		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$48.94		
	420 - WATER				420.11000 (Cash)			\$48.95		
	505 - Fleet				505.11000 (Cash)			\$37.54		
123568	12/05/2019	Open				Accounts Payable	VAG-USA, LLC.	\$3,959.00		
	Invoice									
	439035303			11/25/2019	CHECK VALVES			\$3,959.00		
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$3,959.00		

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123569	12/05/2019 Invoice	Open			Accounts Payable	WEST STEEL & PLASTIC	\$1,303.55		
	390345		11/25/2019			ALUM LID FOR STORM 30 PIT		\$1,122.60	
	390705		11/25/2019			METAL COVER FOR STORM VAULT		\$180.95	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$1,303.55	
123570	12/05/2019 Invoice	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$461.31		
	S1924228.002		11/25/2019			PHOTO CELLS FOR STREET LIGHTS		\$56.26	
	S1943492.001		11/25/2019			STREETLIGHT PHOTO CELLS		\$405.05	
	Paying Fund				Cash Account			Amount	
	246 - Landscape Assessment				246.11000 (Cash)			\$461.31	
123571	12/05/2019 Invoice	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$429.76		
	CARS & COFFEE		11/26/2019			REFUND DEPOSIT FOR CARS & COFFEE EVENT		\$429.76	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$429.76	
123572	12/05/2019 Invoice	Open			Accounts Payable	Alex, Jimenez	\$128.00		
	TR4470 PerDiem		12/02/2019			Shotgun Breacher Course 12/8/19-12/10/19		\$128.00	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$128.00	
123573	12/05/2019 Invoice	Open			Accounts Payable	ALVORD, JARED	\$866.12		
	TR4476-REIMBURSE		11/26/2019			ALVORD TR 4476 11/17/19		\$866.12	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$866.12	
123574	12/05/2019 Invoice	Open			Accounts Payable	LAND, JENNIFER	\$227.48		
	TR4491 PerDiem		11/27/2019			League of CA Cities 12/11/19-12/13/19		\$227.48	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$227.48	
123575	12/05/2019 Invoice	Open			Accounts Payable	Tier-1 Concepts	\$450.00		
	TR4470 Tuition		12/02/2019			Shotgun Breacher Course 12/8/19-12/10/19		\$450.00	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$450.00	
Type Check Totals:							\$560,384.69		
AP - Accounts Payable Totals									
49 Transactions									
Checks							Transaction Amount	Reconciled Amount	
Status							Count		
Open							49	\$560,384.69	\$0.00
Reconciled							0	\$0.00	\$0.00
Voided							0	\$0.00	\$0.00
Stopped							0	\$0.00	\$0.00
Total							49	\$560,384.69	\$0.00

Payment Register

From Payment Date: 11/29/2019 - To Payment Date: 12/5/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source Status	Count	Payee Name	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
Grand Totals:											
Checks											
All											
		Open			Open	49		\$560,384.69		\$0.00	
		Reconciled			Reconciled	0		\$0.00		\$0.00	
		Voided			Voided	0		\$0.00		\$0.00	
		Stopped			Stopped	0		\$0.00		\$0.00	
		Total			Total	49		\$560,384.69		\$0.00	
Checks											
		Open			Open	49		\$560,384.69		\$0.00	
		Reconciled			Reconciled	0		\$0.00		\$0.00	
		Voided			Voided	0		\$0.00		\$0.00	
		Stopped			Stopped	0		\$0.00		\$0.00	
		Total			Total	49		\$560,384.69		\$0.00	
All											
		Open			Open	49		\$560,384.69		\$0.00	
		Reconciled			Reconciled	0		\$0.00		\$0.00	
		Voided			Voided	0		\$0.00		\$0.00	
		Stopped			Stopped	0		\$0.00		\$0.00	
		Total			Total	49		\$560,384.69		\$0.00	

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
123576	12/06/2019	Open				STANISLAUS COUNTY - TAX	\$9,662.90		
	Invoice								
	0500090021920		12/06/2019		Montana Ave Property Taxes FY 19/20			\$4,597.50	
	900 WCanalDr-tax		12/06/2019		Prop Taxes 2019/20 for 900 W Canal Dr #100 (061-042-001-000)			\$2,451.94	
	1141 JacquelineI		12/06/2019		Prop Tax 2019-20 for 1141 Jacquelinelee Dr (071-043-018-000)			\$2,613.46	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$4,597.50	
	255 - CDBG				255.11000 (Cash)			\$5,065.40	
123577	12/12/2019	Open				ADAMSON POLICE PRODUCTS	\$921.49		
	Invoice								
	INV314071		12/02/2019		LIB II WRIGHT MIC ODG BACK BAND SUSPENSION FOR ALPHA PTT			\$921.49	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$921.49	
123578	12/12/2019	Open				AECOM TECHNICAL SERVICES INC	\$3,111.71		
	Invoice								
	2000292185		12/09/2019		September 19- November 1, 2019			\$3,111.71	
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$3,111.71	
123579	12/12/2019	Open				ALL VALLEY SMOG INC	\$49.50		
	Invoice								
	000100725		12/06/2019		POL11-1106			\$24.75	
	000100576		12/06/2019		EL02-676			\$24.75	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$24.75	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$24.75	
123580	12/12/2019	Open				ASSA ABLOY ENTRANCE SYSTEMS US INC.	\$281.51		
	Invoice								
	SEI/01312241		12/02/2019		SERVICE CALL 11/19/19 - BNC1081037 DOOR 105			\$281.51	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$281.51	
123581	12/12/2019	Open				AT&T/SBC	\$69.60		
	Invoice								
	Fire 12-1-19		12/11/2019		Acc# 233 841-5391 333 1/Fire Dept			\$65.12	
	RelayTDD-12/1/19		12/11/2019		Acc# 248 134-2929 655 9/ California Relay Svc TDD			\$4.48	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$69.60	
123582	12/12/2019	Open				BICSEC SECURITY INC	\$419.10		
	Invoice								
	167235		12/02/2019		1/1/2020 TO 3/31/20 QUARTERLY INSPECTION			\$419.10	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$419.10	

6A4

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123583	12/12/2019	Open			Accounts Payable	BURTON'S FIRE, INC	\$3,108.21		
	Invoice			Description			Amount		
	W 78288		12/10/2019	OES 339 - PUMP TEST			\$300.00		
	W 78311		12/10/2019	E-34 REPLACE APU COMPRESSOR			\$2,808.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,108.21		
123584	12/12/2019	Open			Accounts Payable	CAROLLO ENGINEERS	\$75,947.86		
	Invoice			Description			Amount		
	0182265		11/27/2019	17-22C Engineering Services for NVRWP - Oct 2019			\$34,241.20		
	0182310		11/27/2019	18-69 Surface Water Dist. Syst. Improvements - Oct 2019			\$41,706.66		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			\$34,241.20		
	420 - WATER			420.11000 (Cash)			\$41,706.66		
123585	12/12/2019	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$635.51		
	Invoice			Description			Amount		
	0780628120119		12/11/2019	8203 13 001 0780628 / 244 N Broadway (PSF TV)			\$165.59		
	0000051120119		12/11/2019	8203 13 680 0000051 / City Hall (TV service)			\$469.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$203.96		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27.97		
	420 - WATER			420.11000 (Cash)			\$27.98		
	501 - Information Technology			501.11000 (Cash)			\$375.60		
123586	12/12/2019	Open			Accounts Payable	CHURCHWELL WHITE LLC	\$30,000.00		
	Invoice			Description			Amount		
	36896		12/10/2019	MONTHLY RETAINER DECEMBER 2019			\$30,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$30,000.00		
123587	12/12/2019	Open			Accounts Payable	CINNINNATI LIFE INS INC	\$640.32		
	Invoice			Description			Amount		
	4006160929		12/06/2019	NOVEMBER 2019 PREMIUMS			\$640.32		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$640.32		
123588	12/12/2019	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$423.04		
	Invoice			Description			Amount		
	12-10-19 REPLIN		12/10/2019	FIN AR-REPLENISH PETTY CASH-12-10-19			\$423.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$405.91		
	266 - Police Services Grants			266.11000 (Cash)			\$12.51		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$4.62		
123589	12/12/2019	Open			Accounts Payable	Core & Main LP	\$1,906.71		
	Invoice			Description			Amount		
	L540992		12/06/2019	3" METER			\$1,906.71		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,906.71		

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123590	12/12/2019 Invoice	Open			Accounts Payable	CUMMINS PACIFIC LLC	\$1,889.48		
	Y9-17329		12/06/2019		TRA18-1061P			\$1,211.49	
	Y9-17456		12/06/2019		CL04-838A			\$242.40	
	Y9-16966		12/06/2019		TRA18-1060P			\$276.44	
	X5-50694		12/06/2019		TRA18-1061P			\$159.15	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$242.40	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$1,647.08	
123591	12/12/2019 Invoice	Open			Accounts Payable	DELL MARKETING LP	\$143.26		
	10359654317		12/11/2019		DELL-QUOTE 1000420842220 - MONITOR FOR WQC			Amount	
	Paying Fund				Cash Account			\$143.26	
	420 - WATER				420.11000 (Cash)			\$143.26	
123592	12/12/2019 Invoice	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$3,905.00		
	CP17-58/Fee		12/10/2019		Plan/Field Review Fee for CP 17-58 "SRTS ADA Pedestrian Improv"			Amount	
	Paying Fund				Cash Account			\$3,905.00	
	215 - Streets - Grant Funded Projects				215.11000 (Cash)			\$3,905.00	
123593	12/12/2019 Invoice	Open			Accounts Payable	DOWNTOWN FORD SALES INC	\$28,701.01		
	C44663B		12/02/2019		DIAMOND TRUCK BODY - ANIMAL CONTROL BODY			Amount	
	Paying Fund				Cash Account			\$28,701.01	
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)			\$28,701.01	
123594	12/12/2019 Invoice	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$2,550.00		
	15799		11/21/2019		OCTOBER 2019 PLAN REVIEW			Amount	
	15904		12/10/2019		NOVEMBER 2019 PLAN REVIEW			\$850.00	
	Paying Fund				Cash Account			\$1,700.00	
	110 - General Fund				110.11000 (Cash)			Amount	
	12/12/2019				Accounts Payable	ENTERPRISE HOLDINGS LLC	\$764.67		
123595	12/12/2019 Invoice	Open			Accounts Payable	POLICE - OCT 2019 SIU RENTAL	\$764.67		
	23222064		12/02/2019		Cash Account			Amount	
	Paying Fund				110.11000 (Cash)			\$764.67	
123596	12/12/2019 Invoice	Open			Accounts Payable	EQUIFAX	\$73.54		
	5641261		12/06/2019		EQUIFAX-CREDIT CHECK SERVICES			Amount	
	Paying Fund				Cash Account			\$73.54	
	255 - CDBG				255.11000 (Cash)			Amount	
	12/12/2019				Accounts Payable	F & M Bank, c/o	\$18,129.30		
123597	12/12/2019 Invoice	Open			Accounts Payable	SRWA Wet Well Construction - retention escrow for October 2019	\$18,129.30		
	10-31-2019		12/09/2019					Amount	
								\$6,446.40	

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	11-30-2019		12/09/2019		SRWA Wet Well Construction - retention escrow for November 2019				\$11,682.90
	Paying Fund 950 - SRWA				Cash Account				Amount
					950.11000 (Cash)				\$18,129.30
123598	12/12/2019	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice								Amount
	11302019FARIA		12/06/2019		11-30-19 PAYROLL ATTACHMENT				\$142.00
	Paying Fund				Cash Account				Amount
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$142.00
123599	12/12/2019	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$721.00		
	Invoice								Amount
	26763		12/11/2019		Car Wash Services October 2019				\$721.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$556.50
	255 - CDBG				255.11000 (Cash)				\$7.00
	405 - Building				405.11000 (Cash)				\$7.00
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$101.50
	420 - WATER				420.11000 (Cash)				\$21.00
	426 - Transit - Fixed Route				426.11000 (Cash)				\$14.00
	501 - Information Technology				501.11000 (Cash)				\$3.50
	502 - Engineering				502.11000 (Cash)				\$10.50
123600	12/12/2019	Open			Accounts Payable	FRANCHISE TAX BOARD	\$100.00		
	Invoice								Amount
	11302019JACKSON		12/06/2019		11-30-19 PAYROLL ATTACHMENT				\$100.00
	Paying Fund				Cash Account				Amount
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$100.00
123601	12/12/2019	Open			Accounts Payable	GARTON TRACTOR INC	\$173.25		
	Invoice								Amount
	CT56669		12/06/2019		OP15-615				\$26.97
	CT57168		12/06/2019		OP19-623 & ST08-7033				\$146.28
	Paying Fund				Cash Account				Amount
	217 - Streets - Gas Tax				217.11000 (Cash)				\$73.14
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$100.11
123602	12/12/2019	Open			Accounts Payable	GHD INC	\$4,930.00		
	Invoice								Amount
	130869		11/27/2019		0828 - SR-99/Fulkerth Rd Interchange - srvs through 10/31/19				\$4,930.00
	Paying Fund				Cash Account				Amount
	305 - Capital Facility Fees				305.11000 (Cash)				\$4,930.00
123603	12/12/2019	Open			Accounts Payable	GILLIG LLC	\$59.98		
	Invoice								Amount
	40643723		12/06/2019		TRA19-1062P				\$59.98
	Paying Fund				Cash Account				Amount
	426 - Transit - Fixed Route				426.11000 (Cash)				\$59.98
123604	12/12/2019	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$39,775.31		
	Invoice								Amount
	26622		12/11/2019		CUST #24090 - Fuel Expense for 11/01/19 - 11/15/19				\$21,060.04

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123605	26900		12/11/2019		CUST #24090 - Fuel Expense for 11/16/19 - 11/30/19				\$15,427.48
	26476		12/11/2019		Fuel for Fire #3				\$1,338.44
	26791		12/11/2019		Fuel for Fire #3				\$1,949.35
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$20,291.04
	205 - Sports Facilities				205.11000 (Cash)				\$634.97
	217 - Streets - Gas Tax				217.11000 (Cash)				\$3,193.98
	246 - Landscape Assessment				246.11000 (Cash)				\$2,285.25
	405 - Building				405.11000 (Cash)				\$248.76
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$3,017.64
123606	420 - WATER				420.11000 (Cash)				\$3,384.88
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$2,480.42
	426 - Transit - Fixed Route				426.11000 (Cash)				\$3,824.99
	502 - Engineering				502.11000 (Cash)				\$368.88
	505 - Fleet				505.11000 (Cash)				\$44.50
	12/12/2019	Open			Accounts Payable	Granberg & Associates	\$11,040.88		
	Invoice				Description				Amount
	19		12/09/2019		SRWA Contract General Manager for 2019-20 for November 2019				\$11,040.88
	Paying Fund				Cash Account				Amount
	950 - SRWA				950.11000 (Cash)				\$11,040.88
123607	12/12/2019	Open			Accounts Payable	HAWORTH INC	\$4,296.65		
	Invoice				Description				Amount
	3001291809		12/04/2019		Municipal Services Admin Counter Remodel				\$4,296.65
	Paying Fund				Cash Account				Amount
	420 - WATER				420.11000 (Cash)				\$4,296.65
	12/12/2019	Open			Accounts Payable	HILMAR READY MIX	\$107.88		
	Invoice				Description				Amount
	9858		12/06/2019		460 VASSAR				\$107.88
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$107.88
123608	12/12/2019	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$13,961.48		
	Invoice				Description				Amount
	4079		12/09/2019		SRWA Environmental Phase II for 2019-20 for October 2019				\$13,961.48
	Paying Fund				Cash Account				Amount
	950 - SRWA				950.11000 (Cash)				\$13,961.48
	12/12/2019	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$1,599.30		
	Invoice				Description				Amount
	32514		12/02/2019		TRANSCRIPTION SERVICES 11/16/19 TO 11/30/19				\$1,599.30
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,599.30
123610	12/12/2019	Open			Accounts Payable	IMMIX TECHNOLOGY, INC.	\$2,676.40		
	Invoice				Description				Amount
	6114200		12/02/2019		GOLD MAINTENANCE FOR TELESTAFF 12/22/19-6/18/20				\$2,676.40
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$2,676.40
	12/12/2019	Open			Accounts Payable	IMMIX TECHNOLOGY, INC.	\$2,676.40		
	Invoice				Description				Amount
	6114200		12/02/2019		GOLD MAINTENANCE FOR TELESTAFF 12/22/19-6/18/20				\$2,676.40
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$2,676.40

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123611	12/12/2019	Open			Accounts Payable	IMSA	\$240.00		
	Invoice								
	Padilla-FY1920		12/11/2019			RENEWAL CERTIFICATION FOR ARTURO PADILLA			\$80.00
	Torres-FY1920		12/11/2019			CERTIFICATION RENEWAL FOR STEPHEN TORRES			\$80.00
	Visser-FY1920		12/11/2019			CERTIFICATION RENEWAL FOR HANS VISSER			\$80.00
	Paying Fund					Cash Account			Amount
	110 - General Fund					110.11000 (Cash)			\$80.00
	205 - Sports Facilities					205.11000 (Cash)			\$80.00
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)			\$80.00
123612	12/12/2019	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$37,908.90		
	Invoice								
	19122		12/09/2019			SRWA Contract Mgmt Wet Well Constr for 2018-19 for Oct 2019			\$37,908.90
	Paying Fund					Cash Account			Amount
	950 - SRWA					950.11000 (Cash)			\$37,908.90
123613	12/12/2019	Open			Accounts Payable	KEENAN & ASSOCIATES	\$1,615.00		
	Invoice								
	236397		11/27/2019			Premium - Excess Workers Comp			\$1,615.00
	Paying Fund					Cash Account			Amount
	510 - Workers Compensation Ins					510.11000 (Cash)			\$1,615.00
123614	12/12/2019	Open			Accounts Payable	KLEINFELDER INC	\$924.10		
	Invoice								
	001262381		12/10/2019			SR17, 17-46 Sewer Lift Station 49 Pump Replacemnt 10/14-11/10/19			\$924.10
	Paying Fund					Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)			\$924.10
123615	12/12/2019	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$18,265.33		
	Invoice								
	262654481		12/09/2019			ONBASE MAINTENANCE RENEWAL 1/1/20-12/31/2020			\$18,265.33
	Paying Fund					Cash Account			Amount
	501 - Information Technology					501.11000 (Cash)			\$18,265.33
123616	12/12/2019	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$61.51		
	Invoice								
	4690928		12/11/2019			Acct #9020101104 - Translation services for Police Department			\$61.51
	Paying Fund					Cash Account			Amount
	110 - General Fund					110.11000 (Cash)			\$61.51
123617	12/12/2019	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$3,785.57		
	Invoice								
	59493		12/09/2019			2ND QTR (10/1/19-12/31/19) LIMITED MAINTENANCE AGREEMENT			\$3,785.57
	Paying Fund					Cash Account			Amount
	501 - Information Technology					501.11000 (Cash)			\$3,785.57

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123618	12/12/2019	Open			Accounts Payable	NAPA AUTO PARTS	\$127.71		
	Invoice		Date	Description			Amount		
	73935		12/06/2019	AD08-0439			\$127.71		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$127.71		
123619	12/12/2019	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,783.14		
	Invoice		Date	Description			Amount		
	8577-316100		12/06/2019	PED17-953			\$143.98		
	8577-316126		12/06/2019	EL02-676			\$15.87		
	8577-316135		12/06/2019	CL04-838A			\$11.25		
	8577-316136		12/06/2019	POL09-1288			\$14.87		
	8577-316425		12/06/2019	NP07-010			\$107.91		
	8577-316175		12/06/2019	WT03-521			\$60.10		
	8577-316192		12/06/2019	TRA15-1042PP			\$486.29		
	8577-316473		12/06/2019	AD08-0446			\$431.59		
	8577-316502		12/06/2019	NP07-010			\$215.01		
	8577-316264		12/06/2019	VEHICLE #1288			(\$323.62)		
	8577-316247		12/06/2019	CREDIT FROM INV #316192			(\$94.93)		
	8577-316364		12/06/2019	TRA19-1065P			\$114.69		
	8577-315938		12/06/2019	AD08-0439			\$79.97		
	8577-316001		12/06/2019	EL02-676			\$6.42		
	8577-315866		12/06/2019	EL03-678			\$91.83		
	8577-315880		12/06/2019	ST98-7121			\$2.59		
	8577-316017		12/06/2019	POL09-1288			\$186.77		
	8577-316034		12/06/2019	PED17-9031			\$19.09		
	8577-315902		12/06/2019	AD06-0419			\$63.52		
	8577-316043		12/06/2019	AD06-0419			\$36.50		
	8577-316014		12/06/2019	POL09-1288			\$20.32		
	8577-316042		12/06/2019	AD06-0419			\$93.12		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$221.26		
	205 - Sports Facilities			205.11000 (Cash)			\$163.07		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2.59		
	246 - Landscape Assessment			246.11000 (Cash)			\$704.70		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$33.54		
	420 - WATER			420.11000 (Cash)			\$151.93		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$391.36		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$114.69		
123620	12/12/2019	Open			Accounts Payable	NV5 INC.	\$108,119.66		
	Invoice		Date	Description			Amount		
	144705		11/27/2019	0828 NV5 SR99/Fulkerth Interchange - Oct 2019			\$108,119.66		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$108,119.66		
123621	12/12/2019	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$5,320.00		
	Invoice		Date	Description			Amount		
	3691001		11/27/2019	SR01, 18-63 West Avenue South Sewer Extension			\$5,320.00		
	Paying Fund			10/14/19-11/10/19			Amount		
	412 - Sewer Construction			Cash Account			\$5,320.00		
	412.11000 (Cash)			412.11000 (Cash)			\$5,320.00		

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123622	12/12/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$110.94		
	Invoice		Date	Description			Amount		
	2800-320765		12/06/2019	AD09-0446			\$21.92		
	2800-320548		12/06/2019	NP07-010			\$54.63		
	2800-318793		12/06/2019	POL11-1114 & FR03-288			(\$129.45)		
	2800-318742		12/06/2019	WIPER BLADE			\$64.40		
	2800-319026		12/06/2019	EL02-676			\$99.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			(\$74.82)		
	246 - Landscape Assessment			246.11000 (Cash)			\$21.92		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$99.44		
	420 - WATER			420.11000 (Cash)			\$64.40		
123623	12/12/2019	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$3,259.36		
	Invoice		Date	Description			Amount		
	SW05014519		12/09/2019	OTIS ELEVATOR SERVICE CONTRACT			\$3,259.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,259.36		
123624	12/12/2019	Open			Accounts Payable	OVERAA & CO INC, C	\$344,441.50		
	Invoice		Date	Description			Amount		
	190707		12/09/2019	SRWA - Wet Well Construction for October 2019			\$122,481.60		
	190797		12/09/2019	SRWA - Wet Well Construction for Nov 2019			\$221,959.90		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$344,441.50		
123625	12/12/2019	Open			Accounts Payable	P G & E	\$171.82		
	Invoice		Date	Description			Amount		
	Columbia 12/4/19		12/11/2019	6180280303-3 / 600 Columbia St			\$8.92		
	High 12/4/19		12/11/2019	0221941093-9 / 595 High St			\$8.92		
	Fire #3 12/6/19		12/11/2019	2087893140-9 / 501 E Monte Vista Ave			\$124.05		
	RBoeseh 12/4/19		12/11/2019	4388605407-1 / 275 N Orange			\$29.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$171.82		
123626	12/12/2019	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$58.23		
	Invoice		Date	Description			Amount		
	055740989		12/06/2019	BACKFLOW SWIVEL ADAPTER			\$58.23		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$58.23		
123627	12/12/2019	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$2,058.57		
	Invoice		Date	Description			Amount		
	26094		12/06/2019	521/1302			\$1,049.73		
	25145		12/06/2019	528/1317			\$29.00		
	25871		12/06/2019	516/1140			\$979.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,058.57		
123628	12/12/2019	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$72,226.61		
	Invoice		Date	Description			Amount		
	76025		12/06/2019	October 1 - 31, 2019			\$72,226.61		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123629	12/12/2019	Open		420-11000 (Cash)	Accounts Payable	R & B COMPANY	\$673.14		\$673.14
	Invoice								
	12/12/2019		12/06/2019		Pipe and Pipe Fittings				
	S1895383.001				Cash Account				
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
123630	12/12/2019	Open			Accounts Payable	R.A.D. SYSTEMS	\$225.00		\$225.00
	Invoice								
	20RCT 3152		12/02/2019		ANNUAL INSTRUCTOR LICENSE RENEWAL -				
					MERCADO				
	20RCT 2738		12/02/2019		ANNUAL INSTRUCTOR LICENSE RENEWAL -				
					LEWIS				
	20RCT 1954		12/02/2019		ANNUAL INSTRUCTOR LICENSE RENEWAL - HALL				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
123631	12/12/2019	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,000.00		\$1,000.00
	Invoice								
	17273		12/02/2019		POLICE DECEMBER 2019 CONTRACT				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
123632	12/12/2019	Open			Accounts Payable	ROLFE CONSTRUCTION	\$102,314.00		\$102,314.00
	Invoice								
	PP1/CP1863		11/27/2019		18-63 West Avenue South Sewer Extension 10/16/19-11/16/19				
	Paying Fund				Cash Account				
	412 - Sewer Construction				412.11000 (Cash)				
123633	12/12/2019	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,145.65		\$1,145.65
	Invoice								
	3017363251		12/06/2019		ST98-1121				
	3017313275		12/06/2019		EL03-678				
	3017150142		12/06/2019		SL9026				
	3017414278		12/06/2019		CL03-837				
	3017356517		12/06/2019		ST19-7188				
	3017356358		12/06/2019		ST19-1188				
	3017345257		12/06/2019		ST98-1121				
	3017356431		12/06/2019		ST98-1121				
	3017356475		12/06/2019		EL02-676				
	3017437890		12/06/2019		POL PARTS				
	3017442909		12/06/2019		VEHICLE 1303				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	205 - Sports Facilities				205.11000 (Cash)				
	217 - Streets - Gas Tax				217.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123634	12/12/2019 Invoice	Open			Accounts Payable	SAFE-T-LITE CO INC	\$261.65		
	362171		12/06/2019		Description		Amount		
	Paying Fund				CUSTOM PAINT FOR WELLS		\$261.65		
	420 - WATER				Cash Account		Amount		
					420.11000 (Cash)		\$261.65		
123635	12/12/2019 Invoice	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$536.06		
	11302019HUBBELL		12/06/2019		Description		Amount		
	11302019RUIZ		12/06/2019		11-30-19 PAYROLL ATTACHMENT		\$50.00		
	Paying Fund				11-30-19 PAYROLL ATTACHMENT		\$486.06		
	104 - Payroll Clearing Fund				Cash Account		Amount		
					104.11000 (Cash)		\$536.06		
123636	12/12/2019 Invoice	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$350.00		
	34364		12/06/2019		Description		Amount		
	29402-1		12/06/2019		ORLANDO GUTIERREZ T2 CERTIFICATE		\$60.00		
					CARLOS PERALES WTR DISTRIB D1		\$70.00		
	29402-2		12/06/2019		CERTIFICATION		\$70.00		
					CARLOS PERALES WTR TREATMNT T1		\$70.00		
	39632		12/06/2019		CERTIFICATION		\$80.00		
					MATT WAGGONER WTR TREATMNT T2		\$80.00		
	27818		12/06/2019		CERTIFICATION		\$70.00		
					CARLOS GUERRERO WTR TREATMNT T1		\$70.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$350.00		
123637	12/12/2019 Invoice	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	11302019BECCHETT		12/06/2019		Description		Amount		
	Paying Fund				11-30-19 PAYROLL ATTACHMENT		\$439.13		
	104 - Payroll Clearing Fund				Cash Account		Amount		
					104.11000 (Cash)		\$439.13		
123638	12/12/2019 Invoice	Open			Accounts Payable	TID	\$96,336.96		
	WQC 12/02/19		12/11/2019		Description		Amount		
					000208-012362-0008/ 901 S Walnut (Water Treatment Facility)		\$96,336.96		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$96,336.96		
123639	12/12/2019 Invoice	Open			Accounts Payable	TID	\$631.44		
	702757		11/27/2019		Description		Amount		
					Meter fee for solar installation at 1418 N. Golden Blvd (TRTC)		\$600.00		
	045044054 FY1920		12/11/2019		Annual water assessment for FY 19/20		\$31.44		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$31.44		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$600.00		
123640	12/12/2019 Invoice	Open			Accounts Payable	TURLOCK CITY TOW INC	\$565.00		
	113370		12/11/2019		Description		Amount		
	113547		12/11/2019		Towing Services for POL16-1300 10-12-19		\$35.00		
	115901		12/11/2019		Evidence Tow for TPD 10/13/19		\$320.00		
					Evidence Tow 10/17/19		\$30.00		

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123641	114560		12/11/2019		Evidence Tow for TPD 10/17/19				\$50.00
	114509		12/11/2019		Evidence Tow for TPD 10/17/19				\$30.00
	114464		12/11/2019		Towing Services for POL 18-1323 10/22/19				\$35.00
	098580		12/11/2019		Towing Services for TPD 10/26/19				\$35.00
	114584		12/11/2019		Towing Services for TPD 11/1/19				\$30.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$565.00
123642	12/12/2019	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$5,554.16		
	Invoice				Description				Amount
	26250		12/09/2019		Water rights acquisition - SWRCB annual permit				\$442.00
	26253		12/09/2019		Water rights acquisition Sept - Oct 2019 (HDR)				\$5,112.16
	Paying Fund				Cash Account				Amount
	950 - SRWA				950.11000 (Cash)				\$5,554.16
123643	12/12/2019	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,416.35		
	Invoice				Description				Amount
	401032636		12/11/2019		Lease agreement for 9 copiers 11/23-12/22/19				\$1,416.35
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,062.27
123643	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$171.12
	502 - Engineering				502.11000 (Cash)				\$182.96
	12/12/2019	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$548.04		
	Invoice				Description				Amount
	Stmt: 12/1/19		12/11/2019		Acct #12/7022 - City-wide internet service				\$548.04
123644	Paying Fund				Cash Account				Amount
	501 - Information Technology				501.11000 (Cash)				\$548.04
	12/12/2019	Open			Accounts Payable	VAN DE POL ENTERPRISE INC	\$1,864.42		
	Invoice				Description				Amount
	CL89168		11/21/2019		FIRE - FUEL 10/16/19 TO 10/31/19				\$1,046.87
123645	CL89402		12/10/2019		FIRE - FUEL 11/1/19 TO 11/15/19				\$817.55
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,864.42
	12/12/2019	Open			Accounts Payable	VERIZON WIRELESS	\$811.81		
	Invoice				Description				Amount
123646	9841445695		12/10/2019		FIRE - OCT 04 - NOV 03				\$368.27
	9839403204		12/10/2019		FIRE - SEP 04 - OCT 03				\$443.54
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$583.75
	240 - Small Equipment Replacement				240.11000 (Cash)				\$228.06
123647	12/12/2019	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,497.23		
	Invoice				Description				Amount
	807954637		12/06/2019		VISION PREMIUMS DECEMBER 2019				\$1,497.23
	Paying Fund				Cash Account				Amount
	511 - Health Care				511.11000 (Cash)				\$1,497.23
123647	12/12/2019	Open			Accounts Payable	WEST YOST ASSOCIATES	\$140,439.08		
	Invoice				Description				Amount
	2039573		11/27/2019		17-22B Construction Mgmt Svs for NVRWP Turlock Component				\$140,439.08

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account				Amount
123648	416 - Recycled Water Sales	Open		416.11000 (Cash)	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$217.00		\$140,439.08
	Invoice		Date	Description					Amount
	580025		12/11/2019	Inc Value on 4 Tahoes & A. #19-1337 as of 11/18/19					\$217.00
	Paying Fund			Cash Account					Amount
	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,468.92		\$217.00
123649	Invoice		Date	Description					Amount
	INV00050815		12/10/2019	FIRE - MONTHLY RMS SERVICES 12/1/19-12/31/19					\$1,468.92
	Paying Fund			Cash Account					Amount
	240 - Small Equipment Replacement	Open		240.11000 (Cash)	Accounts Payable	Alcala , Zoraida	\$500.00		\$1,468.92
123650	Invoice		Date	Description					Amount
	WS Permit 19-031		12/05/2019	Special Deposit - Refund					\$500.00
	Paying Fund			Cash Account					Amount
	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	Bickle, Sara	\$58.00		\$500.00
123651	Invoice		Date	Description					Amount
	TR4471 PerDiemSB		12/04/2019	LCW Annual Conference 1/22/20-1/24/20					\$58.00
	Paying Fund			Cash Account					Amount
	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	CAMPOS, JUAN	\$700.00		\$58.00
123652	Invoice		Date	Description					Amount
	1145 PARK ST. #3		12/06/2019	REIMBURSEMENT FOR DEPOSIT FOR 1145 PARK ST., #3					\$700.00
	Paying Fund			Cash Account					Amount
	256 - Stanislaus Housing Consortium	Open		256.11000 (Cash)	Accounts Payable	GUERRERO, CARLOS	\$50.00		\$700.00
123653	Invoice		Date	Description					Amount
	CARLOS GUERRERO		12/06/2019	T1 CERTIFICATION REIMBURSEMENT					\$50.00
	Paying Fund			Cash Account					Amount
	420 - WATER	Open		420.11000 (Cash)	Accounts Payable	Liebert Cassidy Whitmore	\$1,190.00		\$50.00
123654	Invoice		Date	Description					Amount
	TR4471 Tuition		12/04/2019	LCW Annual Conference 1/22/20-1/24/20					\$1,190.00
	Paying Fund			Cash Account					Amount
	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	LRN Transportation	\$299.00		\$1,190.00
123655	Invoice		Date	Description					Amount
	F. Manglinong		12/09/2019	Traffic Signal Training Level 1					\$299.00
	Paying Fund			Cash Account					Amount
	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable		\$299.00		\$299.00

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
123656	12/12/2019 Invoice	Open			Accounts Payable	PACKWOOD, KAIN	\$930.96		
	CAOSC000043			11/26/2019	REIMBURSEMENT STRIKE TEAM/OES PACKWOOD				
				10/17/19	Cash Account				
	Paying Fund				110.11000 (Cash)				
	110 - General Fund								
123657	12/12/2019	Open			Accounts Payable	Parmley, Michael	\$222.00		
	Invoice								
	TR4481 PerDiem			12/04/2019	Internal Affairs Investigation Course 1/28/20-1/31/20				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
123658	12/12/2019	Open			Accounts Payable	Parmley, Michael	\$370.00		
	Invoice								
	TR4468 PerDiem			12/04/2019	Media and Public Relations 1/5/20-1/10/20				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
123659	12/12/2019	Open			Accounts Payable	PERALES, CARLOS	\$50.00		
	Invoice								
	CARLOS PERALES			12/06/2019	T1 CERTIFICATION REIMBURSEMENT				
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)				
123660	12/12/2019	Open			Accounts Payable	Sousa, Mary	\$58.00		
	Invoice								
	TR4471 PerDiemMS			12/04/2019	LCW Annual Conference 1/22/20-1/24/20				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
Type Check Totals:							\$1,226,118.80		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,226,118.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,226,118.80	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,226,118.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 12/6/2019 - To Payment Date: 12/12/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	85	\$1,226,118.80	\$0.00	
Checks					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$1,226,118.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	85	\$1,226,118.80	\$0.00	
All					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$1,226,118.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	85	\$1,226,118.80	\$0.00	

NOVEMBER 12, 2019
 4:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California



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MINUTES
 Special Meeting
 Turlock City Council

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 4:01 p.m.

B. **ROLL CALL:**

Councilmember Arellano	Councilmember Nosrati	Councilmember Larson	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Becky Arellano, Nicole Larson, Andrew Nosrati, Gil Esquer,
 and Mayor Amy Bublak.

ABSENT: None

C. **DECLARATION OF CONFLICTS:** None

1. **PUBLIC PARTICIPATION:** None

2. **CLOSED SESSION:**

City Attorney Douglas L. White introduced the Closed Session Items.

A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)

"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: City Attorney Douglas L. White

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

B. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)

"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public



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services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."

Consultation with: Chief of Police Ninus C. Amirfar, Police Captain Steve Williams, and Parks, Recreation and Public Facilities Director Allison Van Guilder

C. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Larry Porter

Agency Claimed Against: City of Turlock

D. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Demetrios Roditis

Agency Claimed Against: City of Turlock

E. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Kostantinos Roditis

Agency Claimed Against: City of Turlock

F. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Shannon Roditis

Agency Claimed Against: City of Turlock

G. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Scott Williams

Agency Claimed Against: City of Turlock

Mayor Bublak recessed the Special City Council Meeting at 5:55 p.m.

Mayor Bublak reconvened the Special City Council Meeting at 12:05 a.m.



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3. REPORTS FROM CLOSED SESSION:

City Attorney Douglas L. White reported for Closed Session Items 2A and 2B that Council provided direction to staff, but no reportable action was taken.

City Attorney Douglas L. White reported for Closed Session Item 2C (Claim Filed Against the City by Larry Porter), Closed Session Item 2D (Claim Filed Against the City by Demetrios Roditis), Closed Session Item 2E (Claim Filed Against the City by Kostantinos Roditis), Closed Session Item 2F (Claim Filed Against the City by Shannon Roditis), and Closed Session Item 2G (Claim Filed Against the City by Scott Williams) the City Council by a 5/0 vote rejected these claims for damages.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 12:43 a.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

DECEMBER 3, 2019
 1:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California



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MINUTES
 Special Meeting
 Turlock City Council

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 1:01 p.m.
- B. **SALUTE TO THE FLAG**
- C. **ROLL CALL:**

Councilmember Arellano	Councilmember Nosrati	Councilmember Larson	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Becky Arellano, Nicole Larson, Andrew Nosrati, Gil Esquer,
 and Mayor Amy Bublak.

ABSENT: None

- D. **DECLARATION OF CONFLICTS:** None

1. **PUBLIC PARTICIPATION:** None

2. **CLOSED SESSION:**

Outside Legal Counsel Kevin Dale introduced the Closed Session Items and noted he will be serving the role of Agency Designated Representative for Closed Session Item 2A.

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
 Agency Designated Representative: City Attorney Douglas L. White
 Employee Organization: Turlock Associated Police Officers
 Employee Organization: Turlock City Employees Association
 Employee Organization: Turlock Firefighters Association-Local 2434
 Employee Organization: Turlock Management Association-Public Safety
 Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.



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- B. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."
Name of Case: Turlock Firefighters Local 2434 v. City of Turlock; PERB Case No. SA-CE-1114-M

Mayor Bublak clarified that Kevin Dale is the City's contract attorney for labor negotiations.

5. REPORTS FROM CLOSED SESSION:

Outside Legal Counsel Kevin Dale reported for Closed Session Items 2A and 2B that Council provided direction to staff, but no reportable action was taken.

Mayor Bublak spoke regarding the City's internet being down (not working) and announced that the agenda item for the roads discussion on December 10, 2019 will be provided separate from the Council agenda packet (at a later time).

6. ADJOURNMENT:

Motion by Councilmember Esquer, seconded by Councilmember Larson, to adjourn the special meeting at 2:50 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

6C

City Council Staff Report

January 14, 2020



From: Nathan Bray, P.E.
Interim Development Services Director/City Engineer

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 5 with Kleinfelder, Inc. of Stockton, California, extending the term of the agreement and increasing the compensation by \$10,000 (Fund 413) for materials testing and inspection services for City Project No. 15-39E "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" (upgrade and expansion of the wastewater treatment plant), bringing the contract total to \$188,500

2. SYNOPSIS:

Approval of Amendment No. 5 for materials testing services to increase the contract amount by \$10,000 and extend contract term through June 30, 2020.

3. DISCUSSION OF ISSUE:

The City of Turlock owns and maintains the Regional Water Quality Control Facility (RWQCF) located at 901 S. Walnut Road. The RWQCF is a regional facility that treats wastewater from the City's current population of 73,556 including California State University Stanislaus, other institutions, industries, businesses and the neighboring Community Service Districts of Denair and Keyes and primary treated wastewater from the City of Ceres.

On July 25, 2017, the City of Turlock approved an agreement with CW Roen Construction of Danville, California for City Project No. 15-39E "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" in the amount of \$18,068,000. The project includes construction of a new secondary clarifier as well as allows for denitrification of process flow within aeration basins in order to meet regulatory requirements of the City's NPDES discharge permit.

The project requires special materials testing of native soil, engineered backfill material, concrete testing, and asphalt concrete. Council awarded an agreement to Kleinfelder, Inc. of Stockton, California to provide materials testing services for the project on July 25, 2017. There have been a number of additions to the scope of work since the original agreement was executed.

Amendment History:

	Amount	City Council Meeting	Notes
Original Agreement	\$ 85,000	July 25, 2017	
Amendment No. 1	\$ 29,500	June 12, 2018	Sampling and testing soil for soluble lead
Amendment No. 2	\$ 4,000	July 24, 2018	Testing soil for hydrocarbons and VOC
Amendment No. 3	\$ 60,000	January 8, 2019	Increase general materials testing budget
Amendment No. 4	\$ 0	August 13, 2019	Contract term extended
Amendment No. 5	\$ 10,000	January 14, 2020	Increase general materials testing budget
Total	\$ 188,500		

The initial contract amount of \$85,000 was estimated by Kleinfelder at the start of the project in 2017 and was based upon their review of the project plans and specifications at that time. Materials testing services are billed at a per unit basis for individual tests and site visits. The actual effort required to provide the necessary materials testing services for quality assurance purposes has exceeded the original estimated amount. Amendment No. 5 in the amount of \$10,000 is needed to increase the contract amount to provide adequate budget for a few items of work that remain, such as aggregate base, asphalt concrete testing of new roadways, and a few more samples and testing for concrete structures. It is anticipated that Amendment No. 5 will be the final amendment, as construction is approximately 95% complete.

The total cost of materials testing services provided under this contract is estimated to be \$155,000, as \$33,500 of the total \$188,500 of the contract was utilized to assist the City with the unforeseen need to sample, test, and categorize soil to dispose offsite due to elevated levels of lead. The final cost of materials testing services on the project is approximately 0.8% of the construction contract amount, which is reasonable given the size and complexity of the project.

4. BASIS FOR RECOMMENDATION:

- A. Amendment No. 5 is necessary to increase the contract amount for materials testing services to complete the scope of work of Kleinfelder's contract.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is adequate funding in the current budget for Amendment No. 5 in the amount of \$10,000 in account number 413-51-539.43360, "Material Testing."

No General Fund monies will be used for this project.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

On February 28, 2017, the City Council found the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines. No further environmental determination is required at this time.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 5. Staff does not recommend this alternative because increasing the contract amount is necessary to provide materials testing and special inspection services through the end of construction. These services help ensure the quality of completed work.



**AMENDMENT NO. 5
to the
Agreement between the
CITY OF TURLOCK
and
Kleinfelder, Inc.**

CITY PROJECT NO. 15-39E

THIS AMENDMENT NO. 5, dated January 14, 2020, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Kleinfelder, Inc.**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an Agreement dated July 25, 2017, whereby CONSULTANT will perform materials testing and inspection services (hereinafter the "Agreement"); and

WHEREAS, on June 12, 2018, the parties entered into Amendment No. 1 to the Agreement dated July 25, 2017, whereby CONSULTANT was to perform additional work in accordance with Exhibit B to Amendment No. 1; and

WHEREAS, on July 24, 2018, the parties entered into Amendment No. 2 to the Agreement dated July 25, 2017, whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 2; and

WHEREAS, on January 8, 2019, the parties entered into Amendment No. 3 to the Agreement dated July 25, 2017, whereby CONSULTANT was to perform additional work in accordance with Exhibit D to Amendment No. 3; and

WHEREAS, on August 13, 2019, the parties entered into Amendment No. 4 to the Agreement dated July 25, 2017, whereby the term of the contract was extended to January 31, 2020;

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

1. In addition to the Scope of Work attached as Exhibit A to the Agreement, CONSULTANT shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement, the scope of services set forth in Amendment No. 1 attached as Exhibit B to the Agreement, Amendment No. 2 attached as Exhibit C to the Agreement, Amendment No. 3 attached as Exhibit D to the agreement, Amendment No. 4, this Amendment No. 5 attached as Exhibit E which are necessary and required to provide additional materials

testing necessary for construction, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5.

2. CITY agrees to pay CONSULTANT additional compensation in the amount of Ten Thousand and No/100ths Dollars (\$10,000.00) in accordance with Exhibit E attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No.1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 shall not exceed One Hundred Eighty-Eight Thousand Five Hundred and No/100^{ths} Dollars (\$188,500.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No.1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5.

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

"5. TERM OF AGREEMENT: This Agreement shall become effective July 11, 2017 and end June 30, 2020, subject to CITY's availability of funds."

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

[Signatures on Following Page]

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

CITY OF TURLOCK, a municipal corporation

By: _____

Michael I. Cooke, Interim City Manager

Date: _____

KLEINFELDER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development
Services Director / City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

APPENDIX A - CHANGE ORDER

City of Turlock - Regional WQCP Secondary Clarifier No. 5 and Denitrification- #15-39E
Turlock, California
Testing and Observation Services

The proposed additional scope of tests and observations is based upon our discussions with the client and project engineer regarding the estimated remaining services required from Kleinfelder. Additional cost estimates for testing and observation services are itemized in each of the following categories. Our additional cost estimate for this project is **\$10,000.00** which includes a \$1,516.00 contingency fund. This will increase the total project budget for testing and observation services to \$188,500.00.

SOILS SERVICES				
Soils/AC (Lab)	Tests		Rate	Total
Native Soils (ASTM D-1557)	1		\$ 225.00	\$ 225.00
AC Conformance Testing	1		\$ 750.00	\$ 750.00
Soils/AC (Field Observation and Testing)	Visits	Hrs/Visit	Rate	Total
Underground Trench Backfill	4	4	\$ 104.00	\$ 1,664.00
Miscellaneous Subgrade and AB	2	4	\$ 104.00	\$ 832.00
AC Compaction Testing	1	8	\$ 104.00	\$ 832.00

CONCRETE/REINFORCING STEEL (REBAR) SERVICES				
Concrete/Rebar (Lab)	Tests		Rate	Total
Concrete Cylinders (2 sets of 5)	10		\$ 32.00	\$ 320.00
Concrete/Rebar Field Observation and Sampling	Visits	Hrs/Visit	Rate	Total
Concrete Sampling (Small Pours)	2	4	\$ 100.00	\$ 800.00
Pick-Up Concrete Cylinders	2	2	\$ 86.00	\$ 344.00

MISCELLANEOUS SERVICES				
Travel/Mileage	Visits		Rate	Total
Technician Travel	9	1	\$ 86.00	\$ 774.00
Mileage	9	40	\$ 0.80	\$ 288.00

ENGINEERING SERVICES				
		Hours	Rate	Total
Project Management, safety meetings, quality assurance		5	\$ 150.00	\$ 750.00
Administrative Support, reporting, and document production		4	\$ 75.00	\$ 300.00
Project Professional Engineer		1	\$ 170.00	\$ 170.00
Senior Professional Engineer		1	\$ 210.00	\$ 210.00
Principal Professional Engineer		1	\$ 225.00	\$ 225.00

TOTAL : \$ 8,484.00

Contingency Fund				\$ 1,516.00
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TOTAL : \$ 10,000.00

December 5, 2019

City Council Staff Report

January 14, 2020



From: Nathan Bray, P.E.
Interim Development Services Director / City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Change Order No. 2 (Final) in the increased amount of \$3,945.25, bringing the contract total to \$434,876.50, for City Project No. 16-58 "Christoffersen Parkway Class II Bicycle Improvements"

Motion: Accepting improvements for City Project No. 16-58 "Christoffersen Parkway Class II Bicycle Improvements," and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

Accept notification of Contract Change Order No. 2 (Final), accept improvements, and authorize the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

In 2016, the City of Turlock applied for and was awarded two grants to install buffered bike lanes on Christoffersen Parkway. The City received a state grant from the Active Transportation Program (ATP) and a federal grant from the Congestion Mitigation and Air Quality Improvements (CMAQ) program. Since 2017, staff has worked on the preliminary design, environmental, and final design for this project.

On January 17, 2019, two (2) bids were received for City Project No. 16-58 "Christoffersen Parkway Bike Improvements." Chrisp Company, of Stockton, California was the lowest, responsible bidder with a bid amount of \$396,829.25. City Council awarded the bid and approved the agreement with Chrisp Company on March 12, 2019. Change Order No. 1 for additional project work amounting to \$34,102 was approved by Council on September 10, 2019.

Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 396,829.25	March 12, 2019
Change Order No. 1	\$ 34,102.00	September 10, 2019
Change Order No. 2	\$ 3,945.25	January 14, 2020
Adjusted Total Contract	\$ 434,876.50	

Change Order No. 2 (Final) includes the following changes to the original scope of work:

- Final Quantities Adjustment (3,945.25)

The original contract price is based on quantities estimated from project plans such as striping quantities. During construction, striping quantities are adjusted based on field measurements. Staff directed the contractor to install striping necessary to complete the project which resulted in a change of the estimated quantities. This contract change order adjusts and reconciles the actual quantities.

All improvements have been installed in accordance with the contract documents. Staff requests City Council authorization for the City Engineer to sign and file the Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.
- Contract Change Order No. 2 is necessary due the revisions and modifications to the project plans ordered by the City Engineer.
- California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The project account number includes sufficient funding for this project, including construction contingency costs for change orders, as identified in the staff report prepared for the award of bid.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The City Council determined that the project is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines at the January 9, 2018 City Council meeting. No additional environmental determination is needed.

8. ALTERNATIVES:

- A. Council could choose to reject notification of Change Order No. 2 (Final). Staff does not recommend this alternative as improvements were necessary to complete the project.
- B. Council could choose to deny the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.



CONTRACT CHANGE ORDER

Date issued: 14-Jan-20 Change Order No.: 2 (FINAL)
 Project Name: Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085)

Chrisp Company
 43650 Osgood Road
 Fremont, California 94539
 510-656-2840

Project No.: 16-58
 Original Contract Amount: \$396,829.25
 Contract Award Date: March 12, 2019

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	\$400,774.50
Contractor's Bid Amount for Bid Items	---	---	---	\$396,829.25
Subtotal of Difference				\$3,945.25
CCO 1 Remove and Replace Centerline Striping	LS	1	\$29,735.00	\$29,735.00
CCO 1 Adjust Water Covers to Grade	LS	1	\$4,367.00	\$4,367.00
Total this CCO=				\$3,945.25
<i>The original contract sum =</i>				\$396,829.25
<i>Net change by previous change orders =</i>				\$34,102.00
<i>The contract amount will be increased by the amount of =</i>				\$3,945.25
<i>The new contract sum including this change order will be =</i>				\$434,876.50
No working days are added to the contract time to account for the additional items of work.				

Accepted: _____
 Chrisp Company

Date: _____

Recommended: _____
 Nathan Bray, Interim Development Services Director/City Engineer

Date: _____

Approved: _____
 Michael I. Cooke, Interim City Manager

Date: _____

FINAL QUANTITIES

Project No. 16-58

Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 085

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$19,800.00	1.00	\$19,800.00	1.00	\$19,800.00	\$0.00
2	Construction Project Sign	EA	\$1,200.00	2.00	\$2,400.00	2.00	\$2,400.00	\$0.00
3	Erosion and Sediment Control Plan	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
4	Earthwork and Grading	LS	\$12,400.00	1.00	\$12,400.00	1.00	\$12,400.00	\$0.00
5	Temporary Traffic Control	LS	\$62,648.00	1.00	\$62,648.00	1.00	\$62,648.00	\$0.00
6	Grind Existing Asphalt	LS	\$8,500.00	1.00	\$8,500.00	1.00	\$8,500.00	\$0.00
7	Remove Existing Improvements	LS	\$21,300.00	1.00	\$21,300.00	1.00	\$21,300.00	\$0.00
8	Thermoplastic Pavement Striping (12" White)	LF	\$8.00	0.00	\$0.00	80.00	\$640.00	(\$640.00)
9	Thermoplastic Pavement Striping (Crosswalk - White)	SF	\$8.00	0.00	\$0.00	696.00	\$5,568.00	(\$5,568.00)
10	Thermoplastic Pavement Striping (Green)	SF	\$12.00	7,126.00	\$85,512.00	6,866.00	\$82,392.00	\$3,120.00
11	Thermoplastic Pavement Markings (White)	SF	\$10.00	2323.00	\$23,230.00	2,167.00	\$21,670.00	\$1,560.00
12	Red Curb	LF	\$3.00	1,220.00	\$3,660.00	774.00	\$2,322.00	\$1,338.00
13	Thermoplastic Pavement Striping (4" White)	LF	\$4.00	2300.00	\$9,200.00	4,840.00	\$19,360.00	(\$10,160.00)
14	Thermoplastic Striping (8" Yellow)	LF	\$4.00	0.00	\$0.00	58.00	\$232.00	(\$232.00)
15	Thermoplastic Striping - Detail 23	LF	\$1.50	948.00	\$1,422.00	948.00	\$1,422.00	\$0.00
16	Thermoplastic Striping - Detail 37C	LF	\$2.00	0.00	\$0.00	256.00	\$512.00	(\$512.00)
17	Thermoplastic Striping - Detail 38	LF	\$2.00	75.00	\$150.00	75.00	\$150.00	\$0.00
18	Thermoplastic Striping - Detail 38A	LF	\$2.00	2697.00	\$5,394.00	8,456.00	\$16,912.00	(\$11,518.00)
19	Thermoplastic Striping - Detail 39	LF	\$1.25	54936.00	\$68,670.00	41,217.00	\$51,521.25	\$17,148.75
20	Roadside Sign (R1-1) and Post	EA	\$330.00	2.00	\$660.00	2.00	\$660.00	\$0.00
21	Roadside Sign (R3-7 (CA))	EA	\$250.00	1.00	\$250.00	1.00	\$250.00	\$0.00
22	Roadside Sign (R3-7 (CA) with R1-18 (CA)) and Post	EA	\$350.00	11.00	\$3,850.00	5.00	\$1,750.00	\$2,100.00
23	Roadside Sign (R4-4 (CA)) and Post	EA	\$330.00	32.00	\$10,560.00	15.00	\$4,950.00	\$5,610.00
24	Roadside Sign (R4-11) and Post	EA	\$330.00	6.00	\$1,980.00	3.00	\$990.00	\$990.00
25	Roadside Sign (R81(CA)) and Post	EA	\$330.00	35.00	\$11,550.00	23.00	\$7,590.00	\$3,960.00
26	Roadside Sign (W74)	EA	\$250.00	1.00	\$250.00	2.00	\$500.00	(\$250.00)
27	Minor Concrete (Driveway Approach)	EA	\$5,600.00	1.00	\$5,600.00	1.00	\$5,600.00	\$0.00
28	Minor Concrete (Flatwork)	SF	\$14.00	110.00	\$1,540.00	110.00	\$1,540.00	\$0.00
29	Pole Mounted Electroliner	EA	\$3,995.00	2.00	\$7,990.00	2.00	\$7,990.00	\$0.00
30	Hot Mix Asphalt	TN	\$130.00	190.45	\$24,759.50	212.00	\$27,560.00	(\$2,801.50)
31	Removable Bollards	EA	\$2,500.00	2.00	\$5,000.00	2.00	\$5,000.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$400,774.50		\$396,829.25	\$3,945.25
CHANGE ORDERS								
1	Remove and Replace Centerline Striping	LS	\$29,735.00	1	\$29,735.00			\$29,735.00
2	Adjust Water Covers to Grade	LS	\$4,367.00	1	\$4,367.00			\$4,367.00
SUB-TOTAL CHANGE ORDER ITEMS =					\$34,102.00		\$0.00	\$34,102.00
TOTAL PROJECT =					\$434,876.50		\$396,829.25	\$38,047.25

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. 16-58
CHRISTOFFERSEN PARKWAY CLASS II BICYCLE IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located on Christoffersen Parkway, Turlock, California, was completed by the undersigned agency on January 14, 2020. The contractor of work is Chrisp Company, Inc. 43560 Osgood Road, Fremont, California, 94539 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- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

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

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on January 15, 2020 at Turlock, California, Stanislaus County

City Council Staff Report

January 14, 2020



From: Nathan Bray, P.E.
Interim Development Services Director / City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue" and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

Accept improvements and authorize the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

On January 8, 2019, three (3) bids were received for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue." The scope of the project included installing new traffic signal and detector loops at West Main Street and West Avenue. Tim Paxin's Pacific Excavation, Inc., of Elk Grove, California was the lowest, responsible bidder with a bid amount of \$342,452. City Council awarded the bid and approved an agreement with Tim Paxin's Pacific Excavation on March 12, 2019. Change Order No. 1 for additional minor project work was jointly approved by the City Engineer and City Manager on August 15, 2019 per the City's Change Order Policy. Change Order No. 2 which adjusted the final quantities was jointly approved by the City Engineer and City Manager on December 19, 2019 per the City's Change Order Policy.

Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 342,452	March 12, 2019
Change Order No. 1	\$ 9,762	Approved by City Engineer and City Manager
Change Order No. 2	(-\$ 130)	Approved by City Engineer and City Manager
Adjusted Total Contract	\$ 352,084	

California Civil Code Section 9204 allows the City to record a notice of completion for public works projects which effectively limits the contractor's statutory time to file a claim on this project. Filing of the notice of completion also starts the process for releasing retention that was withheld from the contractor on progress payments.

All improvements have been installed in accordance with the contract documents. Staff requests City Council authorization for the City Engineer to sign and file the Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- A. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The project account number includes sufficient funding for this project, including construction contingency costs for change orders, as identified in the staff report prepared for the award of bid.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The City Council determined that the project is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines at the March 12, 2019 City Council meeting. No additional environmental determination is needed.

8. ALTERNATIVES:

- A. Council could choose to deny the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

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. 16-59
INTERSECTION IMPROVEMENTS AT WEST MAIN STREET AND WEST AVENUE**

Notice is hereby given that work on the above-referenced project located at the intersection of West Main St and West Avenue, Turlock, California, was completed by the undersigned agency on January 14, 2020. The contractor of work is Tim Paxin's Pacific Excavation, Inc. 9796 Kent Street, Elk Grove, California, 95624 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- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

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

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on January 15, 2020 at Turlock, California, Stanislaus County

City Council Staff Report

January 14, 2020



From: Nathan Bray, P.E.
Interim Development Services Director/City Engineer

Prepared by: Nathan Bray, P.E.
Interim Development Services Director/City Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with GDR Engineering, Inc., of Ceres, CA, for City Project No. 17-57, "Retainer Agreement for Engineering and Surveying Services" to increase the total compensation by \$14,670 bringing the contract total to \$164,670

2. SYNOPSIS:

Amend the agreement for materials testing and inspection services to increase the total compensation by \$14,670 from \$150,000 to \$164,670.

3. DISCUSSION OF ISSUE:

The City of Turlock has a reoccurring need for materials testing and inspection services throughout the year. These professional services require skills and certifications beyond that which the City of Turlock has the ability to provide. These services are often related to construction activities associated with capital improvements.

On November 14, 2017, the City Council approved City Project No. 17-57, "Retainer Agreement for Engineering and Surveying Services" with GDR Engineering in an amount not to exceed \$150,000.

Additional funds are needed due to cover unforeseen expenses from the W. Main Corridor Rehabilitation project. Specifically, two oil tanks were discovered buried under West Main that needed to be remediated. The work was required to be completed by a firm that is licensed to perform environmental remediation. Unfortunately, the remediation process was not inexpensive. Staff has determined this amendment is the most cost-effective and poses the least amount of impacts to the project.

4. BASIS FOR RECOMMENDATION:

- A. An amendment to the contract is needed to increase the total compensation amount to cover unforeseen expenses from the W. Main Corridor Rehabilitation project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Funds will be used for this action.

Fiscal Impact: The costs associated with this amendment will be borne on a project-by-project basis. Each project will identify the funding source to fund the professional services utilized under this contact.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15378 of the CEQA Guidelines this action does not meet the definition of a project subject to CEQA.

8. ALTERNATIVES:

- A. Council could choose to deny the amendment request. Staff does not recommend this alternative as construction projects have work that is required to be performed by engineering and surveying firms and hiring a new firm will take many months.



**AMENDMENT NO. 1
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
GDR Engineering, Inc.
for
Engineering and Surveying Services
CITY PROJECT NO. 17-57**

THIS AMENDMENT NO. 1, dated January 14, 2020, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **GDR ENGINEERING, INC.** (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the parties hereto previously entered into an agreement dated the 14th day of November 2017 (hereinafter "Agreement") for the purpose of providing professional engineering and surveying services for various City of Turlock projects, and;

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

1. CITY agrees to pay CONSULTANT in accordance with Exhibit C, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Sixty-Four Thousand Six Hundred Seventy and no/100ths Dollars (\$164,670.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth in Exhibit C.

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

(Signatures on Following Page)

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

CITY OF TURLOCK, a municipal corporation

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development
Services Director/City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

GDR ENGINEERING, INC.

By: _____

Title: _____

Print name: _____

Date: _____



GDR ENGINEERING, Inc.
ENGINEERING / SURVEYING / PLANNING

Exhibit C

RICHARD L. RINGLER, RCE
JASON K. CHAPMAN, RCE
SEAN P. HARP, PLS

FEE SCHEDULE CITY OF TURLOCK RETAINER FOR GENERAL CIVIL ENGINEERING AND SURVEYING SERVICES

CURRENT CHARGE RATES

DESCRIPTION	CHARGE RATE
PRINCIPAL	\$150.00
SR ENGINEER MANAGER	\$120.00
SR ENGINEER	\$120.00
ENGINEER	\$105.00
SR ENGINEER TECH II	\$100.00
SR ENGINEER TECH I	\$95.00
ASSISTANT ENGINEER/DESIGNER	\$95.00
OFFICE SURVEYOR	\$120.00
JR ENGINEER	\$95.00
ENGINEERING TECHNICIAN III	\$100.00
ENGINEERING TECHNICIAN II	\$90.00
ENGINEERING TECHNICIAN I	\$85.00
SURVEYING TECHNICIAN III	\$100.00
SURVEYING TECHNICIAN II	\$95.00
SURVEYING TECHNICIAN I	\$90.00
SR PLANNING MANAGER	\$125.00
SR PLANNER	\$110.00
PLANNER	\$100.00
ASSISTANT PLANNER	\$95.00
JR PLANNER	\$80.00
SR SURVEY MANAGER I	\$120.00
*ONE PERSON SURVEY CREW	\$140.00
*TWO PERSON SURVEY CREW	\$200.00
ADMINISTRATIVE ASSISTANT	\$50.00
REIMBURSABLE EXPENSES	Cost + 10%

*Includes Prevailing Wage Rates

3525 MITCHELL RD SUITE G • PO BOX 1033 • CERES, CA 95307
OFFICE 209.538.3360 • FAX 209.538.7370 • www.gdrengineering.com

City Council Staff Report

January 14, 2020



From: David Huff, Acting Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement with Carollo Engineers, for On-Call Hydraulic Modeling Services Drinking Water System for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in a total amount not to exceed \$50,000 (non-general fund) over the four-year term of the Agreement, if all renewal periods are exercised

2. SYNOPSIS:

Authorizing staff to enter into an Agreement with Carollo Engineers for On-Call Hydraulic Modeling Services for the Drinking Water System.

3. DISCUSSION OF ISSUE:

Due to continuous changes within the City's existing water distribution system, staff recommends the City enter into an Agreement that would allow for hydraulic modeling on an as-needed basis. Hydraulic modeling allows the City to perform various "what-if" type analyses for the drinking water system. It can also be used to conduct flow analyses as a result of removing a well from service, returning a well to service, or other system operational changes.

This would allow the City to better prepare and plan for future expected and unexpected changes to the drinking water system. The anticipation of surface water, chlorination, wells being placed or removed from service and their effect on the overall distribution system are all examples of why having an on-call hydraulic modeling service drinking water system would be beneficial. In addition, this contract would assist staff to make factual cost-effective operational and capital improvement project decisions as they pertain to the distribution system.

Carollo Engineers is a well-qualified firm that is familiar with the City's distribution system and has successfully performed past hydraulic modeling services. Carollo

has worked closely with City staff on a previous project which included updating the City's hydraulic model. Therefore, running various analyses would be more cost effective for the City.

4. BASIS FOR RECOMMENDATION:

- A. Hydraulic modeling services for the drinking water system is necessary due to the known and unknown changes the City's distribution system may anticipate.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact 420-52-550.43320 "Special Services/Projects"
(Non-General Fund)

The total contract amount is \$50,000 over the four-year term, if all renewal periods are exercised.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could elect to not approve this Agreement. Staff does not recommend this alternative because without hydraulic modeling of the existing drinking water system, staff would be unable to make cost effective changes to the distribution system.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CAROLLO ENGINEERS
for
ON-CALL HYDRAULIC MODELING SERVICES DRINKING WATER SYSTEM**

City Project No. 2020-55

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and CAROLLO ENGINEERS, (“Professional”), on this 14th day of January 2020 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with On-Call Hydraulic Modeling Services for the drinking water system (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be 1 year and will commence on the Effective Date and terminate on the 13th day of January, 2021 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for three (3) additional one (1) year terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Fifty Thousand Dollars (\$50,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.3. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed"), with which City shall also deliver the Deposit.

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which

may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B: City Assistance to Professional** ("City Assistance to Professional"). City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

10. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

12.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter

relating to the Project without the prior consent of the City Manager. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

16. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

23. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

25. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required workers’ compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers’ compensation and errors and omissions insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such;

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to negligent or reckless acts or omissions, or willful misconduct of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City’s Agents.

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement. Additionally, Professional shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or for acts and decisions of third parties, including governmental agencies, other than Professional’s subconsultants, that impact project completion and/or success.

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional’s Services rendered pursuant to this

Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

30. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to: **Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814**

If to Professional: **Carollo Engineers, Inc.
Attn: Darren Baune, PE
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598**

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Fallon Martin, Staff Services Analyst
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590 x 4426
E-mail: famartin@turlock.ca.us

34. City shall furnish Professional available studies, reports and other data pertinent to Professional's services; obtain or authorize Professional to obtain or provide additional reports and data as required; furnish to Professional services of others required for the performance of

Professional's services hereunder, and Professional shall be entitled to use and rely upon all such information and services provided by City or others in performing Professional's services under this Agreement.

35. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

36. Use of City Project Number. Professional or its subcontractors agree 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 Professional or its subcontractors from using their own project numbers for their own internal use.

37. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

38. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

39. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

40. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

41. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

43. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

44. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

45. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

46. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

47. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

48. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

49. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

50. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

51. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

52. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

53. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

54. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

55. Estimates and Projections. Professional has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way City's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Professional's opinion based on experience and judgment. Professional cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Professional and Professional will not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Professional's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inconsistencies are caused by Professional's negligent performance hereunder.

56. Third Parties. The services to be performed by Professional are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

[Signatures on Following Page]

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

PROFESSIONAL

_____, a

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

September 4, 2019

Exhibit A

Ms. Fallon Martin
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

Subject: Proposal to Provide On-Call Hydraulic Modeling Services for the City of Turlock Water Distribution System

Dear Ms. Martin:

In accordance with your request, Carollo Engineers, Inc., (Carollo) is pleased to provide you with this proposal to provide on-call hydraulic modeling services for the City of Turlock (City) Water Distribution System.

Background

As part of the Turlock Local System Improvements Project, Carollo was provided a copy of the City's water system hydraulic model, which was most recently updated by another consultant. Carollo worked closely with City staff to review the assumptions built into the hydraulic model and update it to reflect current operational conditions. This included updating well capacities, operational parameters for the City's tanks and booster pumps, and developing a revised water system diurnal pattern based on recent SCADA information. Carollo also validated the model against available SCADA data during high demand periods in 2018 as a check of the model's accuracy.

The City is interested in using the updated hydraulic model to perform various "what-if" type analyses for the water system. For example, the updated hydraulic model can be used to conduct fire flow analyses or other system operational changes. Due to the unknown nature of the City's modeling requests, the following general scope of services has been developed to encompass potential future on-call hydraulic modeling tasks. Specific scope language/fee estimates for each modeling task will be developed as directed by the City. Task orders will be developed and approved by City staff prior to commencement of each modeling task.

Scope of Services

As directed by the City, Carollo will perform hydraulic analysis and develop documentation related to the following tasks (as they pertain to each hydraulic modeling study requested by the City):

Task 1 – Review Background Information and Data

Carollo will review all relevant background information, data, improvements plans, and other information related to each modeling task identified by the City.

Task 2 – Evaluate System Impacts from Development/Operational Changes

Carollo will conduct an evaluation of the impacts to the system from new developments and/or operational changes per direction from City Staff. The exact nature of the evaluations will be determined on a case-by-case basis, depending on the nature of the request.

Ms. Fallon Martin
City of Turlock
September 4, 2019

Page 2

Task 3 – Summarize Findings and Recommendations

Carollo will summarize the findings of each evaluation in a letter report. The letter report will document the background and purpose of the analysis, the findings of the evaluation, and recommended improvement projects (if needed) to provide adequate water service to the proposed developments/existing customers.

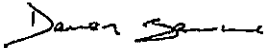
Schedule and Fee

Carollo will perform on-call hydraulic modeling services for a total not to exceed fifty-thousand dollars (\$50,000). Payment for services rendered will be in accordance with the fee schedule included in Attachment A. Carollo will initiate each hydraulic modeling study at the direction of City Staff. The proposed scope of services will be effective for a period of one year from the notice-to-proceed, with the option for additional annual extensions at the discretion of the City.

Should you need additional information, or have questions regarding this proposal, please do not hesitate to call us. We look forward to hearing from you.

Sincerely,

CAROLLO ENGINEERS, INC.



Darren Baune, PE
Associate Vice President

DB

Enclosures: Fee Schedule

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2019
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$181.00
Professional	222.00
Project Professional	263.00
Lead Project Professional	283.00
Senior Professional	306.00
Technicians	
Technicians	137.00
Senior Technicians	191.00
Support Staff	
Document Processing / Clerical	120.00
Project Equipment Communication Expense (PECE) Per DL Hour	12.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2019	\$.58 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

City Council Staff Report

January 14, 2020



From: Michael I. Cooke, Interim City Manager
Prepared by: Michael I. Cooke, Interim City Manager
Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFQ No. 19-047 and approving an Agreement between the City of Turlock and Townsend Public Affairs for government relations and advocacy services, for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed \$60,000 (non-general fund), for a total not-to-exceed amount of \$240,000 over the 4-year term of the Agreement, if all renewal periods are exercised

2. SYNOPSIS:

Awarding RFQ No. 19-047 and approving an Agreement with Townsend Public Affairs for government relations and advocacy services.

3. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award Contract No. 2020-56 with Townsend Public Affairs of Sacramento, California, as the chosen firm meeting all specifications and requirements.

Townsend Public Affairs (TPA) is a lobbying organization that assists with legislative advocacy and the pursuit of state and federal funding opportunities. The use of advocacy firms bolsters the City's efforts to secure state and federal funding and makes sure the City is represented during the development of legislation that could positively or negatively affect the City and the community.

Over the years, TPA has developed an understanding of the City's funding needs, not just for wastewater and water projects, but also parks, transportation and transit. The City has developed a productive working relationship with TPA who has developed knowledge of the City's projects, funding needs, and policy concerns.

Townsend had exceeded all extensions of their previous contracts and earlier this year Council directed staff to bid the work towards the end of 2019.

The Purchasing Office issued Request for Qualification (RFQ) 19-047 for Government Relations and Advocacy Services Qualifications. Ten (10) firms were solicited. Three (3) firms submitted proposals. City staff evaluated the proposals based on experience, capability and financial responsibility.

An evaluation team composed of Turlock Police Department Captain Steve Williams, Assistant to City Manager for Economic Development/Community Housing Maryn Pitt, Parks, Recreation & Public Facilities Director Allison Van Guilder, and Interim Development Services Director Nathan Bray, reviewed the proposals. The final score for all firms is listed below.

Firm	Monthly Retainer	Evaluation Score
Joe A. Gonsalves & Son	\$4,000	38/50
Townsend Public Affairs	\$5,000	48/50
Nossaman LLP	\$6,000	44/50

4. BASIS FOR RECOMMENDATION:

Staff is recommending that the contract for RFQ 19-047 for Government Relations and Advocacy Services for the City of Turlock be awarded to Townsend Public Affairs for a period of one (1) year, with the option to extend for three (3) additional one-year terms, in an annual amount not to exceed \$60,000 (non-general fund) and a total not to exceed amount of \$240,000 if all renewal periods are exercised.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: **\$60,000 annually**
Funds 410 and 420 (Non-General Fund)

The total contract amount is \$240,000 if all renewal periods are exercised. The annual amount not to exceed \$60,000 includes all applicable labor, equipment, materials and transportation to accomplish the services.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the Agreement and eliminate all lobbying services. This alternative is not recommended because lobbying services assist with pursuing funding opportunities and allow the City to influence state and federal legislation consistent with the Council's priorities.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
TOWNSEND PUBLIC AFFAIRS
for
GOVERNMENT RELATIONS AND ADVOCACY SERVICES**

City Agreement No. 2020-56

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Townsend Public Affairs, (“Professional”), on this 14th day of January, 2020 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with Government Relations and Advocacy Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. **Term.** The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 14th day of January, 2021 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** City may elect to extend this Agreement for three (3) additional one year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

5.1. **Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. **Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Two Hundred Forty Thousand Dollars (\$240,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.3. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B: City Assistance to Professional** ("City Assistance to

Professional”). City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional’s performance of Services under this Agreement.

10. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

12.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any

representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. In no event shall Professional

take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

16. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

23. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

25. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

25.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional

performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

30. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: Michael I. Cooke, Interim City Manager
156 S. Broadway, Suite 270
Turlock, CA 95380

With courtesy copies to: **Churchwell White LLP**
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional: **Townsend Public Affairs**
Attn: Christopher Townsend, President
1401 Dove Street, Suite 330
Newport Beach, CA 92660

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

City of Turlock
Attn: Michael I. Cooke, Interim City Manager
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: mcooke@turlock.ca.us

34. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

35. Use of City Project Number. Professional or its subcontractors agree 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 Professional or its subcontractors from using their own project numbers for their own internal use.

36. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

37. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

39. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

42. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

43. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of

judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

44. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

45. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

47. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

48. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

49. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

50. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

51. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

52. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

53. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

Townsend Public Affairs

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

TOWNSEND

PUBLIC AFFAIRS
EST TPA 1998

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA



Proposal for
Government Relations and
Advocacy Services

RFP No. 19-047

November 13, 2019

TABLE OF CONTENTS

Table of Contents.....	2
Cover Letter	3
Background.....	4
General Information	5
Services.....	6
Proposed Scope of Services	10
Firm Experience.....	14
References	18
Pending Claims and Litigation.....	19
Proposed Compensation.....	20
Appendix: Team Resumes.....	21
Appendix: Addenda Acknowledgment.....	32



TOWNSEND
PUBLIC AFFAIRS
AKA TPA

November 13, 2019

Michael Cooke, Municipal Services Director
City of Turlock
156 South Broadway, Suite 270
Turlock, CA 95380

Dear Mr. Cooke:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Government Relations and Advocacy Services to the City of Turlock ("City").

TPA has been proud and honored to provide state and federal legislative advocacy, grant writing, and funding advocacy services to the City over the past six years. During our tenure, TPA has demonstrated its focused and unwavering commitment to the legislative platform and funding priorities of the City, securing **over \$34.8 million** in funding for the City, while serving as an extension of the City staff.

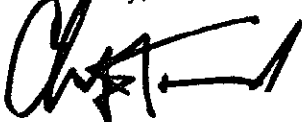
Since its inception in 1998, TPA has earned the reputation as **Champions for Better Communities** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 80 legislative and regulatory proposals into law, and secured over \$1.7 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Turlock.

Yours truly,



Christopher Townsend
President



BACKGROUND

TPA is one of the largest advocacy firms in California and is continually recognized as a “top ten” firm registered with the California Secretary of State. Founded in 1998 by Christopher Townsend, **TPA has provided customized legislative advocacy and funding services for 235 public agencies throughout the State of California.**

TPA's proven advocacy methods have generated significant legislative and funding victories on behalf of our clients. The passage of measures spans a variety of subject areas including, but not limited to, economic development, affordable housing, transportation and infrastructure, public works, public safety, parks and recreation, and water.

TPA is constantly working to stay ahead of the continually shifting political climate by adjusting strategies to position clients for continued success. Over the years, TPA has developed an extensive network with members and staff of the California State Legislature and Congress, which allows TPA to provide our clients with the most up-to-date information on state and federal legislative and regulatory activities. TPA's strong relationships with senior professional staff provide a two-way dialogue allowing TPA clients access to voice their concerns and provide information on developing and proposed legislation.

Since 1998, TPA has secured **over \$1.7 billion** in funding for our clients, as well as worked with the State Legislature and Congress to have **over 80** client-sponsored bills signed into law. The balanced and comprehensive service that TPA has utilized to secure these victories would be utilized and leveraged on behalf of the City of Turlock.

TPA is comprised of 14 full-time passionate, hardworking state and federal advocates providing legislative and funding advocacy to turn clients' visions into reality. The TPA team works with clients to craft and execute an agenda focused on implementing legislative and funding solutions for legacy projects at all levels of government. The firm is made up of team members with their own areas of expertise, who will collaborate and work together to achieve ultimate results. This means the City will have a dedicated Client Manager, as well as the benefit of having a variety of subject experts at its disposal who are at the top of their field to tackle projects and issues of the City.

GENERAL INFORMATION

- Point of Contact Information:
 - Sharon Gonsalves, Senior Associate
 - TPA State Capitol Office, 925 L Street, Suite 1404, Sacramento, CA 95814
 - (949) 399-9050
 - SGonsalves@TownsendPA.com
- Individual Authorized to Negotiate Contract Terms and Make Binding Agreements:
 - Christopher Townsend, President
 - TPA Southern California Office, 1401 Dove Street, Suite 330, Newport Beach, CA 92660
 - (949) 399-9050
 - ChristopherTownsend@TownsendPA.com



SERVICES

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 80** client-sponsored legislative proposals into law
- Funding Success: Over **\$1.7 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 21 years (founded in 1998)
- Number of Employees: 17
- Number of Registered State and Federal Lobbyists and Grant Writers: 14
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- Number of Current Clients: 105
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K-12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- Ranking by Revenue Reported to the California Secretary of State:
 - 9th of 474 Firms Registered for 2017-18 Legislative Session
 - 98th Percentile



LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Description
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> Public Facilities and Finance Public Employee Programs Contractual Assessment Programs Infrastructure Financing Opportunities
	Public Employee Benefits	<ul style="list-style-type: none"> PEPRA Compliance JPA Benefits Medical Benefits Vesting
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> State Highway Relinquishments Local Venue Signage on State Highways
	State Highway System	<ul style="list-style-type: none"> State Bond Funding for Highway Projects Expansion of Toll Lanes/Toll Roads
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> Drinking Water Public Health Regulations Groundwater Pollution Liability Groundwater Management Plans Direct/Indirect Potable Reuse
	Water Infrastructure	<ul style="list-style-type: none"> State Bond Funding for Water Projects Local Reliability Projects Water Conservation Programs
	Sanitation Infrastructure	<ul style="list-style-type: none"> Integrated Regional Watershed Projects Advanced Water Treatment Facilities
Education	Community College Districts	<ul style="list-style-type: none"> Veterans Resources Alternative Energy Job Training ADA Reform
	K-12 School Districts	<ul style="list-style-type: none"> K-12 Safety Planning Programs Joint Use Projects with Civic Agencies
	School Facilities	<ul style="list-style-type: none"> Charter School Facilities Funding Community College Facilities Funding K-12 School District Facilities Funding
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> Developing Funding for Affordable Housing Expanding Affordable Housing Eligibility
	Economic Development	<ul style="list-style-type: none"> Capital Investment Incentive Program Expansion Enterprise Zone Program Regulations Military Base Re-Use Land Planning
	Redevelopment	<ul style="list-style-type: none"> Agency Dissolution Process Developing Post-RDA Funding Sources State Liability Reduction
Recreation and Community Resources	Park Facilities	<ul style="list-style-type: none"> Joint-Use Projects with Schools Districts State Bond Funding for Local Park Projects
	Cultural Facilities	<ul style="list-style-type: none"> CA Cultural and Historical Endowment CA Nature Education Facilities Program
Energy, Environment, and Natural Resources	Health and Safety	<ul style="list-style-type: none"> Air Pollution Reduction Methods Treatment of the Remains of a Deceased Veteran
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> TOD Housing to Support Cap and Trade Objectives Increase Transit Accessibility for Active Transportation
Public Safety	Crime Reduction	<ul style="list-style-type: none"> Sex Trafficking Control Gun Control
	Local Law Enforcement	<ul style="list-style-type: none"> Increasing Local Police Presence/COPS Police Body Cameras Regional Public Safety Task Force Initiatives
	Cannabis	<ul style="list-style-type: none"> Drafting Local and State Cannabis Regulations Local Control

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL LEGISLATIVE ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



FY 2019-20 STATE BUDGET EARMARKS

This table provides an overview of the direct budget allocations secured on behalf of our clients from the 2019-20 State Budget. TPA worked closely with our clients to identify priority projects for each funding request. TPA then worked with members of the Assembly and Senate Budget Committee, as well as the Governor's Administration, to ensure our client's projects were included in the final budget approved by the Legislature.

Client Name	Project	Amount Awarded
City of Agoura Hills	Stormwater Treatment Project	\$1,000,000
City of Avalon	Underground Fuel Tank Removal and Replacement	\$500,000
City of Buena Park	Historical Renovations	\$500,000
City of Costa Mesa	Lions Park	\$1,000,000
City of Dinuba	Water Well Replacement	\$1,000,000
City of Huntington Beach	Multi-Use Blufftop Path	\$1,700,000
City of Laguna Beach	Laguna Canyon Road Fuel Modification	\$1,000,000
City of Oakland	Public Safety Projects	\$4,000,000
	Bus Services	\$1,000,000
City of Selma	Storm Drain, Storage and Recharge	\$1,500,000
Discovery Cube of Los Angeles	Natural Resources Pavilion	\$5,000,000
Discovery Cube of Orange County	Property Acquisition/Parking Structure	\$10,000,000
East Contra Costa Fire Protection District	Equipment, Vehicles, and Facilities Acquisitions and Improvements	\$500,000
North County Transit District	Del Marr Bluffs Stabilization Project	\$6,130,000
Tri Valley Cities Coalition	Dublin Sports Grounds All Abilities Playground	\$1,400,000
TOTAL FY 2019-20 STATE BUDGET EARMARKS		\$36,230,000

GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Transportation	\$544.9 Million	\$101.7 Million	\$646.6 Million
Housing and Economic Development	\$363.2 Million	\$5.0 Million	\$368.2 Million
Parks and Recreation	\$108.7 Million	\$6.2 Million	\$114.9 Million
Water and Sanitation	\$117.8 Million	\$6.2 Million	\$124.0 Million
Cultural Resources	\$94.1 Million	\$7.0 Million	\$101.1 Million
Public Safety	\$52.0 Million	\$45.6 Million	\$97.6 Million
Education	\$247.9 Million	\$22.3 Million	\$270.2 Million
TOTAL	\$1.529 Billion	\$194 Million	\$1.723 Billion

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



PROPOSED SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to continue to efficiently and effectively provide state and federal legislative advocacy, grant writing, and funding advocacy services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment (*RFP Scope of Work, Number 1, page 2*).

STATE AND FEDERAL LEGISLATIVE ADVOCACY

- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Trump Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda. TPA will support a positive relationship with key legislators and decision makers including but not limited to (*RFP Scope of Work, Number 2, page 2*):
 - The City's Congressional representatives and their staff
 - Other key member of Congress and their staff
 - Various federal agencies
 - The Governor's office
 - The City's State Legislative representatives and their staff
 - Other key members of the State Legislature and their staff
 - State Water Resources Control Board
 - California Department of Parks and Recreation
 - Office of Emergency Management
 - Department of Transportation
 - Other federal and state agencies representing the City's specific interests



- **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City (*RFP Scope of Work, Number 11, page 3*):

- Schedule meetings for the City to discuss relevant legislation
- Prepare all briefing materials and talking points for the City
- Brief legislative offices and stakeholders on the City's legislative agenda
- Follow-up on meetings to ensure commitments and deliverables are being met

- **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda (*RFP Scope of Work, Number 5, page 2*).

TPA will also facilitate meetings during the League of California Cities Conference to maximize the City's time in Sacramento (*RFP Scope of Work, Number 6, page 2*) and during the National League of Cities and US Conference of Mayors to maximize the City's time in Washington, DC (*RFP Scope of Work, Number 5, page 2*). Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.

- **Track Legislation:** TPA will identify, analyze, and monitor all state and federal legislation and regulatory processes, including bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City (*RFP Scope of Work, Number 3, page 2*). TPA will provide the City with specific analysis of administrative, legislative and regulatory matters that may impact the City (*RFP Scope of Work, Number 3, page 2*).

- **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City (*RFP Scope of Work, Number 14, page 3*). TPA will also draft and deliver position letters to legislators and key officials on specific bill language (*RFP Scope of Work, Number 15, page 3*).

TPA will lobby for the City's position on legislation and regulatory matters of interest that benefit the City and oppose legislation or regulations not beneficial to the City (*RFP Scope of Work, Number 7, page 3*).

- **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda (*RFP Scope of Work, Number 13, page 3*). TPA will also provide training, when needed, regarding the process of implementing both legislative and regulatory changes (*RFP Scope of Work, Number 12, page 3*).

- **Respond to Inquiries:** TPA will respond to inquiries from the League of California Cities and other advocacy groups, including but not limited to ACWA, California Parks and Recreation Society, California Police Chiefs Association, California Fire Chiefs Association, California Police Chiefs Association, California Chapter of the American Planning Association relating to the impacts that specific legislation or regulations may have on the City (*RFP Scope of Work, Number 10, page 3*).
 - **Provide Progress Reports:** TPA will confer regularly (weekly and/or monthly) with the City on our activities (*RFP Scope of Work, Number 8, page 3*). TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses to the City Council and City Manager (*RFP Scope of Work, Number 8 & 9, page 3*). In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.
- TPA will conduct at least one in-person briefing per year to the Mayor and City Council and key City departments as identified by the City Manager's office (*RFP Scope of Work, Number 16, page 3*).
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

GRANT WRITING AND FUNDING ADVOCACY

- **Develop Funding Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a funding strategy that represents the City's priority projects, including but not limited to public safety, major public works projects, and transportation and infrastructure projects in Sacramento and Washington, DC (*RFP Scope of Work, Number 4, page 2*).
- **Implement the Funding Strategy:** TPA will implement the City's funding strategy utilizing the following methods:
 - **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.

PROPOSED SCOPE OF SERVICES

- **Grant Application Development and Submittal:** TPA will assist the City with the development, drafting, submission, and follow up of their grant applications. This support will include strategic assistance such as letters of support from key stakeholders and other materials to make the application as compelling and competitive as possible. TPA will also leverage relationships with relevant in various funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support as needed for the drafting and submission of required reports, evaluations, and other tasks. With respect to any proposal that is not awarded funds, TPA will follow-up with granting agencies to get feedback on how to prepare a more competitive and successful application for the next round of funding.

FIRM EXPERIENCE

DESCRIPTION OF EXPERIENCE

Founded in 1998, TPA has raised the bar amongst California advocacy firms. With four offices strategically located across the state, as well as an office in Washington DC, TPA is perfectly positioned to achieve results which other firms simply cannot. Since its founding, TPA has enjoyed tremendous success including, but not limited to:

- **Legislation:** Through years of hard work and a focus on customer service, TPA has built a strong reputation in Sacramento and Washington, DC as effective legislative advocates on behalf of local public agencies and nonprofit organizations. TPA works hand in hand with clients to develop and promote new legislative proposals that advance priorities and solve issues facing clients. TPA will monitor, analyze and prioritize legislation, as well as develop a legislative strategy that is specifically tailored to the City. TPA has been successful with shepherding **over 100** client-sponsored pieces of legislation into law under different administrations including: Governors Davis, Schwarzenegger, Brown, and Newsom as well as Presidents Clinton, Bush, Obama, and Trump. Additionally, TPA protects clients against harmful legislation by working to defeat bills or crafting solutions to fix bills.
- **Funding:** TPA has secured over **\$1.7 billion** in public funding for client projects in the areas of water and wastewater, transportation, housing and development, parks and recreation, public safety, education, and cultural resources. TPA works with its clients through every step of the funding process, starting as early as the creation of relevant funding opportunities through legislative, budget and bond proposals. TPA then works to influence any legislative and regulatory processes in place to distribute and award funds. In partnership with clients, TPA assists with the development of grant applications and shepherds them through the agency review process, advocating aggressively to get applications funded.
- **Diverse Expertise:** TPA professionals come from a wide range of background experiences and areas of expertise. The diversity of the team members allows maximized creativity, innovation, and strategic thinking when implementing client agendas. The advocates of TPA have strong ties to the Democratic and Republican parties, the Legislature, Congress and multiple Administrations, the political world and the real world. TPA combines all of these skills and experiences together to the benefit of clients.



CLIENT SERVICE TEAM

With a team of 14 grant writers and registered state and federal advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many advocates and grant writers as needed to maximize success for the City while minimizing the burden on City staff.

TPA proposes the following team of key personnel to support and work on behalf of the City:

- 1. Christopher Townsend**
President
- 2. Richard Harmon**
Senior Director
- 3. Sharon Gonsalves**
Senior Associate
- 4. Jonathan Jackson**
Senior Associate
- 5. Laura Kroeger**
Associate

Resumes for each member of the project team, outlining their academic training, experience, and professional accomplishments have been included in the appendix of this proposal on page 21.

STATE AND FEDERAL ADVOCACY AND FUNDING ACHIEVEMENTS FOR THE CITY OF TURLOCK

TPA has provided state and federal advocacy, grant writing, and funding advocacy services to the City of Turlock **since 2013 (six years)**, which means we are uniquely qualified to understand the needs of the City, craft a legislative agenda, and then develop and implement an advocacy and funding strategy to achieve success. Throughout the course of our engagement, we have achieved significant advocacy successes for the City. Furthermore, we have secured **over \$34.8 million** in funding for City projects and priorities. The following is a summary of our successes for the City:

TPA STATE AND FEDERAL ADVOCACY AND FUNDING ACHIEVEMENTS FOR THE CITY OF TURLOCK	
Policy Area	Description of Efforts
Water	<p>North Valley Regional Recycled Water Project: TPA worked to coordinate three separate state and federal advocacy trips for the project and helped the City secure the necessary permits to move forward with the North Valley Regional Recycled Water Project. Additionally, TPA worked with the City Council and staff to secure \$34.3 million for the project. \$30 million was secured from the State Revolving Loan Fund and \$4.3 million was secured from the Title XVI Grant Program.</p>
	<p>Stanislaus Regional Water Authority: TPA scheduled and participated in a meeting between members of the SRWA and then Congressman Jeff Denham to discuss possible federal funding opportunities.</p> <p>In 2019, TPA scheduled three advocacy trips to Sacramento and facilitated meetings with Governor Newsom's Legislative Secretary, key members of the Natural Resources Agency, and legislators.</p> <p>TPA coordinated multiple meetings with Congressman Josh Harder to discuss relevant priorities.</p> <p>TPA continues to engage federal representatives and regional stakeholder representatives on the Stanislaus Regional Water Authority project.</p>
	<p>TPA regularly engages with the offices of Senator Dianne Feinstein, Senator Kamala Harris, and Congressman Josh Harder to support funding for programs that benefit City projects such as the Land Water Conservation Fund, Clean Water Revolving Fund, and WaterSMART in Fiscal Year 2020 appropriations bills. The City is on track to see a 75-100% success rate in Fiscal Year 2020.</p>

FIRM EXPERIENCE

Parks and Recreation	In 2015 and 2016, TPA developed and submitted applications to the Land and Water Conservation Fund for improvements to the Swanson-Centennial Park.
	In 2019, TPA worked with the City's Parks and Recreation Department to submit grant applications to the Cultural, Community, and Natural Resources program and the Statewide Parks Program.
Transportation	In 2016, TPA worked with City staff to prepare and submit applications for the Active Transportation Program.
	TPA worked with staff on SB 903 by Senator Anthony Cannella. The bill authorized the Stanislaus Council of Governments (SCOG) to reduce an operator's Fairbox Recovery Ratio up to 5% to remain eligible for funds under the Transportation Development Act. This bill was signed into law on July 16, 2018.
	TPA successfully defeated the harmful Rostentowski Test, in two consecutive transportation funding bills (Fiscal Year 2019 and Fiscal Year 2020). The proposal would have cut all transit formula apportionments. TPA facilitated all engagement for the City on this topic, including meetings, research, and preparation of all written materials.
Housing	In 2014, TPA worked with City staff and the Stanislaus County Association of Governments to develop a legislative proposal that would revise the State process for establishing Regional Housing Needs Assessment (RHNA) numbers to more accurately reflect housing development. The proposal was ultimately not introduced.
Public Safety	TPA worked with the Fire Department in 2013, 2015 and 2016 on applications to FEMA's Staffing for Adequate Fire and Emergency Response (SAFER) Program for funding of fire engine personnel and vehicle exhaust facility equipment.
	TPA assisted the Department with an application to FEMA's Assistance to Firefighters Grant (AFG) Program for funding of vehicle extrication equipment.
	In 2014, TPA worked with the Police Department to secure a \$500,000 grant from the U.S. Department of Justice Community Oriented Policing Services Program for the City's Street Crimes Unit.

SIMILAR SERVICES PROVIDED

Included in the references section on the following page are examples of similar services provided to organizations over the last five (5) years including the general scope, cost, and contact information for the client representative.



REFERENCES

1. City of Pismo Beach

Contact Name and Title: Jim Lewis, City Manager
Address: 760 Mattie Road, Pismo Beach, CA 93449
Phone Number: (805) 773-4657
Services Provided: State Advocacy and Grant Writing
Dates of Performance: 2016 to Present
Contract Amount: \$3,500 per month

2. City of Buena Park

Contact Name and Title: Jim Vanderpool, City Manager
Address: 6650 Beach Boulevard, Buena Park, CA, 90621
Phone Number: (714) 562-3550
Services Provided: State and Federal Advocacy and Grant Writing
Dates of Performance: 2009 to Present
Contract Amount: \$8,075 per month

3. City of Merced

Contact Name and Title: Stephanie Dietz, Assistant City Manager
Address: 678 West 18th Street, Merced, CA 95340
Phone Number: (209) 385-6834
Services Provided: State and Federal Advocacy and Grant Writing
Dates of Performance: 2017 to Present
Contract Amount: \$5,000 per month

4. City of Reedley

Contact Name and Title: Nicole Zieba, City Manager
Address: 1733 9th Street, Reedley, CA 93654
Phone Number: (559) 637-4200
Services Provided: State and Federal Grant Writing and Funding Advocacy
Dates of Performance: 2016 to Present
Contract Amount: \$3,500 per month

5. Merced County Association of Governments

Contact Name and Title: Stacie Dabbs, Deputy Executive Director
Address: 369 W. 18th Street, Merced, CA 95340
Phone Number: (209) 723-3153 x 109
Services Provided: Federal Advocacy and Grant Writing
Dates of Performance: 2012 to Present
Contract Amount: \$2,085 per month



PENDING CLAIMS AND LITIGATION

TPA does NOT have any claims or litigation, pending or finalized, to disclose from the past five (5) years.



PROPOSED COMPENSATION

OPTION I: HOURLY BILLING RATES

KEY PERSONNEL	HOURLY BILLING RATES*
Christopher Townsend, President	\$250
Richard Harmon, Senior Director	\$200
Sharon Gonsalves, Senior Associate	\$175
Jonathan Jackson, Senior Associate	\$175
Laura Kroeger, Associate	\$150
<i>*The hourly fee includes all reasonable business and travel expenses</i>	

OPTION II: FLAT MONTHLY FEE

DESCRIPTION OF SERVICES	FEE
Government Relations and Advocacy Services	\$5,000 Per Month*
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• Respond to Inquiries	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
• Develop Funding Strategy	Included
• Implement Funding Strategy	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Post-Award Grant Administration and Compliance	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	

TPA RECOMMENDS THE CITY SELECT OUR MONTHLY FEE PLAN AS A MORE COST EFFECTIVE OPTION THAN BILLING BY THE HOUR.



APPENDIX: TEAM RESUMES



Christopher Townsend, President: Christopher founded TPA in 1998 and has over 37 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented 308 clients, including 238 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 16 professionals and manages the development and implementation of strategies for client agendas. Some achievements include:

- Under Christopher's leadership, TPA has shepherded **over 80** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety. The bipartisan capabilities of the firm are demonstrated by legislative successes over the tenure of several federal and state administrations, including: President George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher has developed close working relationships with several key members of Congress with respect to transportation infrastructure policy and funding, natural resources policy and funding, and agriculture policy and funding, including Senators Dianne Feinstein and Kamala Harris, as well as the following representatives: Mike Levin, Alan Lowenthal, John Garamendi, Eric Swalwell, Paul Cook, Mark DeSaulnier, Gil Cisneros, Katie Porter, Harley Rouda and Grace Napolitano.
- Christopher and his team have secured over **\$1.7 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor's office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.

APPENDIX: TEAM RESUMES

- In 2002, Christopher was personally requested by Oakland Mayor Jerry Brown to help him secure funding for three of his priority projects for the City of Oakland: the establishment of the Oakland Military Institute (OMI), the creation of a permanent facility for the Oakland School of the Arts (OSA), and the renovation and restoration of the historic Fox Theater. Under Christopher's leadership, TPA secured over **\$24.5 million** for all three projects.
- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.
- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker's Commission on State and Local Government Finance.

PepsiCo/Taco Bell Corp., Irvine, CA

Senior Director, Government & Community Affairs

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs

1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA

Master of Public Administration

1991

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize 1982

Coro Fellow

Southern California

1981

Harry S Truman Scholar

California

1980





Richard Harmon, Senior Director: Richard brings 20 years of legislative and public policy experience to TPA, eleven of which have been focused on public agencies across California. Richard has special expertise in transportation planning and infrastructure (including State Transportation Agency, California Transportation Commission, and Caltrans). His experience also extends to the policy sectors of public safety, parks and recreation, local governance, and water resources.

Townsend Public Affairs, Inc.
Senior Director

2011-Present

At TPA, Richard serves a broad range of public agency clients throughout California. He advocates at the state, regional, and local level for client projects and programs including state grants programs and other funding opportunities. Richard's network of relationships in both the State Capitol and at Caltrans (combined with his reviewer's perspective on grant funding proposals) contributes to his success, with accomplishments that include:

- Richard worked with the City of Tulare to secure **\$7.5 million** for their State Route 99 Cartmill Avenue Interchange Project from Proposition 1B. Leveraging close relationships at the California Natural Resources Agency and California Transportation Commission, Richard worked with the City of Tulare on the successful development and submittal of an Environmental Enhancement and Mitigation Program application to complement the City's interchange project in the amount of **\$458,260**.
- Richard worked with the City of Moreno Valley to secure a **\$16.8 million** grant for their SoCal Freight Gateway: SR-60 Truck Safety and Efficiency Project. Leveraging close relationships at the California Transportation Commission, Richard worked with the City on the development and submittal of a Trade Corridor Enhancement Program application to fund phase one the project.
- Richard secured a legislative extension to protect a **\$460,000** grant that the City of Hayward received from the 2011 Building Equity and Growth in Neighborhoods Program. The funds will be utilized to build a 10-unit homeownership development in partnership with Habitat for Humanity. Richard also secured legislation that would authorize the City of El Monte to retain more than \$2 million in Traffic Congestion Relief Funds previously received from the State, allowing for critical investment in the City's streets and roads.
- Richard secured **\$789,000** in state and federal grants for Safe Routes to School (SR2S) sidewalk and safety improvements for the County of Mariposa. Richard then worked closely with Caltrans Headquarters and District 10 staff as they "closed out" SR2S to prepare for its replacement by the Active Transportation Program (ATP). Richard convinced Caltrans to distribute the balance of unspent SR2S funds rather than let them revert to the federal government at the end of their fiscal year. Richard provided justification and cost estimates for additional funding to be allocated to County projects, which resulted in a supplemental SR2S grant of **\$302,770** to the County for the completion of their safety projects.

California Department of Transportation

Deputy Director, Legislative and Local Government Affairs

2007-2011

As the Governor Schwarzenegger-appointed liaison between the Administration and Congress and the State Legislature on transportation-related issues, Richard made policy recommendations and provided committee testimony on pending legislation. Significant projects included:

- Richard developed legislation to expedite the distribution of \$2.6 billion in transportation funds made available under the American Recovery and Reinvestment Act of 2009.
- Richard secured legislative authority to expedite more than \$1 billion in transportation projects by streamlining environmental approval and permitting processes.
- Richard successfully passed legislation providing the department with \$20 million in solar arrays for over 70 facilities statewide.

California Department of Transportation

Interim District 10 Director

2010

Richard was responsible for all functions and activities within District 10 and for the administration and operation of the department's programs within the district boundaries. District 10 is made up of Merced, San Joaquin, Stanislaus, and several mountain counties. At that time, the District had nearly 600 employees, an annual budget of over \$72 million, and approximately \$3 billion in active transportation projects.

California State Assembly Member Bonnie Garcia

Chief of Staff and Campaign Manager

2002-2007

Richard was responsible for all aspects of the legislator's State office and political activities, including legislation, committee staffing, management of Capitol and District Offices, media, and fundraising.

California Center for Border and Regional Economic Studies

Project Coordinator

1999-2002

Richard's responsibilities included development of quarterly and annual community workshops and conferences to address various economic, housing, infrastructure and social.

San Diego State University, San Diego

Masters of Science, Business Administration

2002

San Diego State University, San Diego

Bachelor of Arts, International Business

2000



Sharon Gonsalves, Senior Associate: Sharon brings over a decade of experience working in legislative advocacy and public policy to TPA. She specializes in the legislative process, reviewing, tracking, and analyzing bills, and monitoring agency regulations with strong relationships from the Capitol, Administration, and key agencies. Sharon has expertise in the policy sectors of housing, local governance, water resources, environment, energy, and agriculture.

Townsend Public Affairs, Inc.
Senior Associate

2015-Present

Throughout her tenure at TPA, Sharon has worked with local public agency clients, especially those from severely disadvantaged regions of California, to secure millions of dollars for critical infrastructure and public safety improvements. Some of her recent accomplishments include:

- Leveraging relationships with the State Legislature, Sharon secured earmarks in the FY17 State Budget in the amounts of **\$4 million**, **\$1.2 million**, and **\$950,000** to build, rehabilitate, and relocate the police stations in the Cities of Huron, Firebaugh, and Mendota, respectively. Their existing police stations are uninhabitable and unsafe; these funding earmarks will enable these cities to better serve and protect their residents.
- Through her work with the State Legislature and state agencies, Sharon was able to help the City of Turlock obtain **\$30 million** through the State Revolving Fund for the North Valley Regional Recycled Water Project. This project provided a reliable new water supply for prime agricultural land that allowed for year-round use of recycled water and reduced the reliance on groundwater and imported water from the delta.
- Sharon worked with the City of Reedley to secure a grant in the amount of **\$100,000** under the Sustainable Agricultural Land Conservation Program administered by the Strategic Growth Council. The City was able to seek easements that do not have a sunset date, thus protecting the land, minimizing Green House Gas (GHG) emissions, and keeping VMT low for generations to come.
- Sharon worked with the City of Orange Cove and the Orange Cove Fire Protection District to secure a **\$568,700** grant from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. The grant funded the cost of a Type 1 interface engine fire truck, replacing a worn and outdated vehicle vital to the operation of the District. The grant also included funds for the complete outfitting of the vehicle with almost **\$70,000** worth of equipment.
- Sharon helped the City of Huron secure a **\$420,518** grant from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, administered by the Fresno Council of Governments (FCOG). Sharon participated in the development and submittal of the application, working in coordination with FCOG, the California Department of Transportation, and the US Department of Transportation. The proceeds from this grant will pave multiple roads within the City.

Senator Anthony Cannella

Legislative Director

2012-2015

Sharon drafted legislative language, reviewed, tracked, and analyzed legislative bills, public laws, and agency regulations, and monitored legislative committee and agency hearings. Sharon also testified at hearings on behalf of the Senator, maintaining relationships with key legislators, other legislative staff, committee consultants, and administrative agency staff, including within the Governor's Office. Additionally, Sharon coordinated legislative strategies with other interest groups and related associations.

Assemblywoman Diane Harkey

Capitol Director

2008-2012

Sharon managed legislation for the Member, including all budget and revenue and taxation measures. Sharon staffed the Member on the Assembly Appropriations committee. She also worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. In addition, she advised on pending legislation.

Assemblywoman Bonnie Garcia

Legislative Director

2006-2008

Sharon managed legislation for the Assembly Member in the policy areas of economic development, housing, and public safety. Sharon worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. Sharon also advised the Assembly Member on pending legislation.

California State University, Monterey Bay

Bachelor of Arts, Communications

2003



Jonathan Jackson, Senior Associate: Jonathan has 10 years of experience in the public sector. Jonathan's experience includes shaping federal and state policy through analysis and drafting legislation. Although his expertise is rooted in transportation policy, he has also spent time addressing challenges in areas such as economic and tax issues, healthcare, and military and veteran initiatives.

Townsend Public Affairs, Inc.
Senior Associate

2019-Present

Jonathan keeps clients abreast of relevant policy and legislation before Congress. He uses his extensive experience and expertise to positively shape the federal legislative process in Washington with the intent to provide tangible results for clients.

- Jonathan's previous experience working for Congresswoman Eddie Bernice Johnson, a member of the House Transportation and Infrastructure Committee, has helped him develop close working relationships with the committee leadership. He has worked with Committee Chairman Congressman Peter DeFazio, Aviation Subcommittee Chair Congressman Rick Larsen, Highways Subcommittee Chair Congresswoman Eleanor Holmes Norton, and Water Subcommittee Chair Grace Napolitano on transportation policy such as the Transportation Workforce Modernization Act and H.R. 1917. Additionally, Jonathan has worked with staff members of leadership for the Committee on Appropriations for Transportation, Housing and Urban Development funding priorities incorporated into H.R. 267.
- Jonathan has leveraged his relationships to help create and implement legislative strategies to advance our clients priorities. He recently worked with staff of Transportation Committee to identify \$40 million in available Water Resources Development Act funding for our client the Antelope Valley-East Kern Water Agency for their SNIP Phase II Project. He has worked to obtain support for the project from Congressman John Garamendi, Congressman Alan Lowenthal, Congressman Harley Rouda, Congressman Salud Carbajal, Congressman TJ Cox, and House Republican Leader Kevin McCarthy.

US House of Representatives, Congresswoman Eddie Bernice Johnson
Senior Legislative Assistant

2018-2019

As a member of the legislative team, Jonathan served as the subject matter expert for all workforce and labor, transportation, oversight, housing, finance, judiciary and small business issues. His responsibilities included drafting talking points, floor statements, press releases, memos, and constituent correspondence. Jonathan worked to partner with the FAA Southwest Region headquarters to create a program for STEM education and training. He worked on policy with Texas Central Partners to obtain funding for the implementation of the Texas Central High Speed Rail project from Dallas to Houston, Texas. Lastly, Jonathan drafted the Transportation Workforce Modernization Act, which guarantees government employees insurance coverage during a future lapse in federal appropriation.

State of Georgia Department of Community Health
Senior Financial Analyst

2018-2018

Prior to his return to Congress, Jonathan led the program management of rate setting and calculations for hospitals participating in the Graduate Medical Education program across the entire state of Georgia. He recently facilitated the implementation of the PRTF Rate Calculation and UPL program, which sought to equip current and incoming agency-supported hospitals with annual reimbursement rates. The program's primary objective was to improve efficiency across the state. In addition to those responsibilities, Jonathan served as department liaison for budget recommendation to state House and Senate Committees and the general public on Health & Human Services.

United States Department of Transportation
Senior Program Analyst

2015-2017

Jonathan oversaw contract, legislation and policy implementation and recommendations for the Short Term Lending Program for the Office of Small Business. With a specific focus on minority, women and Veteran-owned businesses, he worked to partner clients with perspective with stakeholders and federal agencies to increase construction industry diversity. Most importantly, Jonathan oversaw 13 regionally-based transportation resource centers for compliance and budget purposes. Jonathan responsibilities included site visits, facilitating workshops and maintaining federal compliance regulation provided by Congress.

California State Assembly
Deputy District Director

2014-2015

In this role, Jonathan monitored key legislation before the California State Assembly. With a keen understanding of policy, he actively engaged interest groups, lobbyists and stakeholders who are concerned with the political and economic landscape of the 54th Assembly District. Jonathan's responsibilities often included serving as the office liaison between policy and legislation-making bodies such as the Los Angeles City Council and Los Angeles World Airports (LAWA). Jonathan worked with the Westside Chamber of Commerce to develop a bike plan in conjunction with transit expansion in the area.

Executive Office of the President of the US
White House Fellow, DOD

2012-2014

As Project Manager, Jonathan operated the Licensure and Credentialing portfolio for the Transition Assistance program for Military Veterans. In this position, Jonathan served as a policy correspondent between congressional member offices and the Department of Defense for the development of a study seeking to identify education and training requirements necessary to insure employment for former service members. In addition to those responsibilities, Jonathan engaged community and corporate organizations for sponsorship of initiatives that counteract Post Traumatic Stress Disorder (PTSD).

US House of Representatives, Congresswoman Cedric L. Richmond

Staff Assistant

2011-2012

As a staff member, Jonathan advised the Congressman on transportation and public land issues. Jonathan also served an advocate for the Congressman to key community partners for the purpose of continuing the rehabilitation of areas ravaged Hurricane Katrina. Additionally, his highlights also included working to secure \$1.6 million dollars in federal grants for land improvement around New Orleans' Louis Armstrong International Airport.

US House of Representatives, Transportation & Infrastructure Committee

Staff Assistant

2009-2011

Jonathan developed and facilitated statistics for the American Recovery and Reinvestment Act (ARRA), Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU), and Water Resources Development Act (WRDA).

American University

Master's Degree of Public Administration & Policy

2017

Morehouse College

Bachelor of Arts, Political Science

2009



Laura Kroeger, Associate: Laura brings eight years of federal government affairs and public policy experience. Laura has experience managing legislative activity, including bill analysis and research, particularly for federal funding opportunities. Laura has expertise in several policy sectors including education, water resources, environmental hazards, agriculture, healthcare, defense, foreign affairs, and resources for veterans.

Townsend Public Affairs, Inc.

Associate

2016-Present

Since joining TPA, Laura keeps clients informed of significant actions and pertinent developments in the federal government, and strategizes on ways in which to influence and enact changes in Washington that have concrete results for clients. Some of Laura's accomplishments include:

- Laura has identified new and previously-underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Laura then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.
- Laura has facilitated numerous Washington DC visits for local governments. Laura ensures that elected officials and key staff can collaborate with Members of the California congressional delegation and key officials in the Administration. For example, Laura secured speaking roles for representatives from the City of Oakland in major events hosted by the President's Administration, such as the US Department of Transportation Summit and White House Tech Conference. Laura has also developed relationships with the new officials at the White House Office of Intergovernmental Affairs.
- Utilizing her knowledge of congressional procedure, Laura has developed and executed federal legislative and funding agendas on behalf of clients, such as the introduction of federal legislation to authorize federal land conveyance on behalf of the City of Tulare and the preservation of vital public safety funding through the Community Oriented Policing Services (COPS) program for the City of Oakland.

US Department of Defense, Office of Warrior Care Policy

Legislative Analyst

2013-2016

Laura advised the Deputy Assistant Secretary of Defense and Directors of Disability Evaluation and Recovery Coordination on legislative strategy and congressional interactions. Informed by congressional experience, Laura conducted extensive research and was consistently aware of Congressional members' attitudes and daily legislative action. Laura oversaw legislative language, proposals, requests, and reports relating to the evaluation and care of wounded, ill, and injured service members. Laura also recommended legislative changes to proposed or enacted legislation. Additionally, Laura prepared the Deputy Assistant Secretary of Defense for Congressional testimony. Laura compiled briefing materials for preparation sessions and independent study. Laura also composed informational papers, letter responses, overviews, PowerPoint slides, committee summaries, talking points, reports, and memoranda.

US Senate, Office of Senator Dianne Feinstein*Legislative Intern, Staff Assistant, Legislative Correspondent***2010-2013**

Laura composed, documented, and tracked office correspondence about agriculture and environment issues. Laura drafted memoranda, reports, and other informational documents for Senator Feinstein and senior staff that informed legislative positions and language. Laura coordinated with California government, local governments, community leaders, and industry experts to address constituent problems. Laura also received and documented messages, queries, and complaints from constituents, and categorized and assigned responses to constituent mail.

City of Sacramento, Office of Mayor Kevin Johnson*Press Intern***2009**

Laura spearheaded the reorganization of the press office computerized filing system, including the construction and implementation of a wiki to serve as an online document database. Laura prepared documents and venues for media-attended events and provided direct support to press secretary in press conferences, interviews, and other media interactions.

US Senate, Senate Commerce, Science & Transportation Committee*Committee Intern***2009**

Laura compiled reports on committee hearings, prepared documents and committee room for hearings and meetings, and arranged daily news briefs for Chairman Rockefeller, committee director, and staff from both committee and personal offices.

University of California, Davis*Bachelor of Arts, International Relations and Film Studies***2011**

APPENDIX: ADDENDA ACKNOWLEDGEMENT



Lisa Quiroga
PURCHASING COORDINATOR
equiroga@turlock.ca.us

ADMINISTRATIVE SERVICES
PURCHASING DIVISION

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5402 | FAX 209-668-5695

REQUEST FOR PROPOSAL

BID NO. 19-047

FOR

GOVERNMENT RELATIONS AND ADVOCACY SERVICES

INFORMATIONAL ADDENDUM NO. 1

DATED ISSUED: November 4, 2019

1. Does the firm submitting a proposal have to have their own office in DC? Or is it an option to submit a proposal with a federal lobbyist subcontractor?
Proposals submitted with a federal lobbyist subcontractor are acceptable.

A handwritten signature in black ink, appearing to be "Christina".

Acknowledged on 11/11/19

Administrative Services Purchasing Division, City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-5402 • Fax (209) 668-5695
Email: equiroga@turlock.ca.us



APPENDIX: ADDENDA ACKNOWLEDGEMENT



Lisa Quiroga
PURCHASING COORDINATOR
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REQUEST FOR PROPOSAL

BID NO. 19-047

FOR

GOVERNMENT RELATIONS AND ADVOCACY SERVICES

INFORMATIONAL ADDENDUM NO. 2

DATED ISSUED: November 6, 2019

1. Page 6 of the RFP asks that we include "a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions" to the requirements of the RFP and agreement. However, the sample agreement was not included in the RFP.
Sample agreement attached.



Acknowledged on 11/11/19

Administrative Services Purchasing Division, City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-5402 • Fax (209) 668-5695
Email: equiroga@turlock.ca.us



City Council Staff Report

January 14, 2020



From: Sarah Eddy, Human Resources Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Interim City Manager to pay Delfino Madden O'Malley Coyle & Koewler LLP for specialized legal services related to human resources/personnel matters an additional \$6,400, for a total contract amount of \$31,400, from account number 110-10-108.47325 "City Attorney Investigations/Litigation" where sufficient funds are currently budgeted

2. SYNOPSIS:

Authorizing the Interim City Manager to pay Delfino Madden O'Malley Coyle & Koewler LLP for specialized legal services related to human resources/personnel matters an additional \$6,400 in excess of \$25,000 authorized by the Turlock Municipal Code Section 2-7-08(e), for a total contract amount of \$31,400, from account number 110-10-108.47325 "City Attorney Investigations/Litigation" where sufficient funds are currently budgeted.

3. DISCUSSION OF ISSUE:

Pursuant to Turlock Municipal Code Section 2-7-08(e), the City Manager is authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution.

In the event any contract exceeds Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution, the contract shall be approved by the City Council.

In August 2019, the City of Turlock engaged specialized legal services of Delfino Madden O'Malley Coyle & Koewler LLP to assist Administrative Services with human resources/personnel matters. At that time, the agreed upon amount was

up to \$25,000. However, due to the ongoing nature of these matters, the costs associated with these services has exceeded \$25,000 by \$6,400, totaling \$31,400. Therefore, the Interim City Manager is requesting approval from the City Council to pay for specialized legal services performed by Delfino Madden O'Malley Coyle & Koewler LLP in excess of the authority provided in Turlock Municipal Code Section 2-7-08(e).

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to Turlock Municipal Code Section 2-7-08(e), the City Manager is authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution. In the event any contract exceeds Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution, the contract shall be approved by the City Council.
- B. The City of Turlock utilizes the services of specialized attorneys for assistance with legal matters in various fields.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There is no additional fiscal impact, as these funds are currently budgeted in General Fund account number 110-10-108.47325 (City Attorney Investigations/Litigation).

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Not authorize the Interim City Manager to pay for the services performed by Delfino Madden O'Malley Coyle & Koewler LLP. This alternative is not recommended as the City of Turlock utilizes the services of specialized attorneys for assistance with personnel matters.

City Council Staff Report

January 14, 2020



From: Joe Sousa, Information Technology Manager

Prepared by: Danette Peterson, Office Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing renewal of an Agreement between the City of Turlock and Microsoft through the reseller SoftwareONE, Inc. for a period of three (3) years in the amount of \$73,453.88 per year for a total amount of \$220,361.64 at the end of three (3) years and an Enrolled Affiliate true up in the amount of \$4,530.57 for additional computers deployed since the last billing period

Resolution: Appropriating \$13,000 to account number 501-10-130.43047 "Microsoft Licensing" to be funded from unallocated reserves in various funds (as outlined in "Attachment A" to the Resolution) for additional Microsoft licensing and Enrolled Affiliate true up costs

2. SYNOPSIS:

Authorizing renewal of the Agreement for Microsoft licensing between the reseller, SoftwareONE, Inc., and the City of Turlock for an additional three-year period from February 1, 2020 through January 31, 2023 and appropriating funds for additional licensing and true up costs.

3. DISCUSSION OF ISSUE:

On October 11, 2016, the City Council approved a three-year Agreement with SoftwareONE, Inc. for Microsoft software volume licensing for the period of February 1, 2017 through January 31, 2020. As part of the Agreement, at the expiration of the initial term the Enrolled Affiliate (City of Turlock) has the option to renew products by renewing the enrollment for one additional 36 full calendar month term. Due to the existing Agreement scheduled to expire on January 31, 2020, staff recommends renewal of the Agreement.

By renewing this Agreement, the City of Turlock will continue to receive additional cost savings on Microsoft licensing due to a joint enrollment with the County of

Riverside, Microsoft Master Agreement No.54115300. However, due to an increased number of licenses needed for the current agreement term an additional \$8,453.88 is needed above the original \$65,000 budgeted in FY 19/20. Also, an additional \$4,530.57 is needed for the Enrolled Affiliate true up.

4. BASIS FOR RECOMMENDATION:

- A. Licensing is required for City staff to continue to access Microsoft Office products on their desktops. Microsoft Software products are an essential function for the City's computers and servers.
- B. The City of Turlock is committed to resourceful planning and spending of City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: \$13,000 from various departments as outlined in "Attachment A" to the Resolution. The impact to the General Fund is \$7,866.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not authorize renewal of the Agreement. This alternative is not recommended as the City of Turlock receives an additional cost savings due to purchasing through the County of Riverside and Microsoft Master Agreement.



Program Signature Form

MBA/MBSA number

Agreement number

8084445

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)	X20-10635
Product Selection Form	0912430.002_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*
Printed Title
Signature Date*
Tax ID

* 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 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

State and Local

Enterprise Enrollment number
(Microsoft to complete)

54115300

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

56449452

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) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) 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. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. 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 of the applicable initial or renewal term for 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. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

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, or (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 and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"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.
- 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 place a reservation order for 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 ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (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, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and 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. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, 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 remaining installments will be invoiced on each subsequent 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 this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at 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 as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with 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 or issued 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* CA

Postal code* 95380-5456-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 209-668-5542

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-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* CA
Postal code* 95380-5456-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 209-668-5542

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* 209-668-5542

☐ 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* 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.

EXHIBIT A

SoftwareONE - software quote				
Quoted by Jason Carmer				
Phone 480-845-7155 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		
		Danette Peterson		
Date:	12/17/2019	DPeterson@turlock.ca.us		
Quote#:	43816			
Expires	1/16/2020	EA 56449452 - Expires 1/31/2020		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
		Licensing Solution Provider Agreement# PSA-0001530. Riverside County Agreement# 8084445		
280	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	94.78	\$ 26,538.40
19	269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm	164.67	\$ 3,128.73
280	KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	42.06	\$ 11,776.80
19	KV3-00356	WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm	55.70	\$ 1,058.30
99	W06-01069	CoreCAL ALNG SA MVL Pltfrm DvcCAL	34.66	\$ 3,431.34
154	W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	44.97	\$ 6,925.38
46	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	82.78	\$ 3,807.88
2	312-02257	ExchgSvrStd ALNG SA MVL	126.17	\$ 252.34
12	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	584.79	\$ 7,017.48
8	9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic. Had a single 2-proc license. Migration for a min of 8 cores per proc would be 16 cores or 8 2-core licenses. Can renew more if more in use currently	17.94	\$ 143.52
5	D86-01253	VisioStd ALNG SA MVL	51.51	\$ 257.55
66	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic. Had 5 2-proc licenses. Migration to a min of 8 cores per proc would be 80 total cores or 40 2-core licenses. Renewing more since more in use currently on your six hosts	125.56	\$ 8,286.96
20	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic. Had 5 2-proc licenses. Migration to a min of 8 cores per proc would be 80 total cores or 40 2-core licenses	17.70	\$ 354.00
33	M3J-00102	SysCtrEndpntPrctn SNGL SubsVL MVL PerDvc. Would be renewed for 36 months under Select PCN# B67C1452	14.40	\$ 475.20
		Please type "Electronic Software Delivery" on your purchase order.		
	Product-total			\$ 73,453.88
	Sub-Total			\$ 73,453.88
	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	Yearly Annual Installment 2020		\$ 73,453.88
	Total	Yearly Annual Installment 2021		\$ 73,453.88
	Total	Yearly Annual Installment 2022		\$ 73,453.88
Prices good for 30 days		3-year total	\$	220,361.64
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.				

True-up

EXHIBIT A

SoftwareONE - software quote				
Quoted by Jason Carmer				
Phone 480-845-7155 jason.carmer@SoftwareONE.com				
<div style="border: 1px solid black; padding: 5px; text-align: center;"> 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. </div>				
Quoted to:		City of Turlock		
		Danielle Peterson		
Date:	12/11/2019	DPeterson@turlock.ca.us		
Quote#:	43810			
Expires	1/10/2020	EA 56449452 - Expires 1/31/2020		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
33	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	137.29	\$ 4,530.57
				\$ -
		Please type "Electronic Software Delivery" on your purchase order.		
	Product-total			\$ 4,530.57
	Sub-Total			\$ 4,530.57
	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	Total		\$ 4,530.57
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.				

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2020-
\$13,000 TO ACCOUNT NUMBER	}	
501-10-130.43047 "MICROSOFT LICENSING"	}	
TO BE FUNDED FROM UNALLOCATED	}	
RESERVES IN VARIOUS FUNDS (AS OUTLINED	}	
IN "ATTACHMENT A") FOR ADDITIONAL	}	
MICROSOFT LICENSING AND ENROLLED	}	
AFFILIATE TRUE UP COSTS	}	
<hr/>		

WHEREAS, staff is requesting renewal of an Agreement between the City of Turlock and Microsoft through the reseller SoftwareONE, Inc., for a period of three (3) years in the amount of \$73,453.88 per year for a total amount of \$220,361.64 at the end of three (3) years, beginning February 1, 2020 through January 31, 2023 for Microsoft software volume licensing; and

WHEREAS, the municipal budget adopted for fiscal year 2019-20 did not include sufficient funding for this agreement due to an increased number of licenses and true up costs; and

WHEREAS, there are sufficient unexpended reserves in the various funds (as outlined in "Attachment A") to fund these appropriations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$13,000 to account number 501-10-130.43047 "Microsoft Licensing" to be funded from unallocated reserves in various funds (as outlined in "Attachment A") for additional Microsoft licensing and Enrolled Affiliate true up costs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Allocation of Information Technology Costs - FY 19-20
Fund 501 Operating Expenses Allocated
Based on Employee Headcount

ATTACHMENT A

		Employee		<u>\$13,000</u>	48001_083
		<u>Count</u>	<u>%</u>		
110-10-100	City Council	5	1.4%	\$182	
110-10-102	City Manager	4	1.1%	\$146	
110-10-104	City Clerk (<i>allocate 1 position from City Mgr</i>)	1	0.3%	\$36	
110-10-106	Finance (<i>include Treasurer</i>)	8	2.2%	\$291	
110-10-108	City Attorney (<i>allocate 1 position-contract attorney will have</i>)	1	0.3%	\$36	
110-10-109	Human Resources	3	0.8%	\$109	
110-10-110	Payroll	2	0.6%	\$73	
110-20-200	Police	114	31.9%	\$4,151	
110-20-215	Animal Services	4	1.1%	\$146	
110-30-220	Neighborhood Services	3	0.8%	\$109	
110-30-300	Fire	51	14.3%	\$1,857	
110-40-400	Planning	5	1.4%	\$182	
110-50-500	Public Facilities	3	0.8%	\$109	
110-60-600	Park Maintenance (Including Fund 219 SB1)	7	2.0%	\$255	
110-61-620	Parks, Rec & Public Facilities	5	1.4%	\$182	
				<u>\$7,866</u>	
205-60-602	Sports Complex	2	0.6%	\$73	
205-60-604	Pedretti Park	1	0.3%	\$36	
				<u>\$109</u>	
217-50-510	Streets-Gas Tax	10	2.8%	\$364	
				<u>\$364</u>	
246-60-600	Assessment Districts	8	2.2%	\$291	
				<u>\$291</u>	
255-41-485	Housing	2	0.6%	\$73	
				<u>\$73</u>	
256-41-486	Consortium	1	0.3%	\$36	
				<u>\$36</u>	
405-40-405	Building	9	2.5%	\$328	
				<u>\$328</u>	
410-51-530	WQC Division	38	10.6%	\$1,384	
410-51-531	Collections	10	2.8%	\$364	
410-51-532	Storm	4	1.1%	\$146	
				<u>\$1,894</u>	
420-52-550	Water	26	7.3%	\$947	
				<u>\$947</u>	
425-40-415	Transit (25%) 3 Employees Split with 426	0.75	0.2%	\$27	
426-40-415	Transit (75%)	2.25	0.6%	\$82	
426-40-415-238	Transit Center	4	1.1%	\$146	
				<u>\$255</u>	
502-40-410	Engineering	17	4.8%	\$619	
				<u>\$619</u>	
505-50-525	Fleet	6	1.7%	\$218	
				<u>\$218</u>	
Grand Total		357	100.0%	\$13,000	

6K

City Council Staff Report

January 14, 2020



From: Gary Carlson, Interim Fire Chief

Prepared by: Gary Carlson, Interim Fire Chief

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Ratifying approval of the agreement between the City of Turlock and the Mountain Valley Emergency Medical Services Agency for participation in the Basic Life Support Program and execution of such agreement by the Interim City Manager

2. SYNOPSIS:

Ratifying the agreement between the City of Turlock and Mountain Valley Emergency Medical Services Agency for the delivery of ambulance and basic life support services.

3. DISCUSSION OF ISSUE:

Stanislaus County re-negotiates the ambulance provider contract every five (5) years. American Medical Response (AMR) has been awarded the contract and will continue to provide ambulance services for the county. Although the actual contract is negotiated at the county level, each municipality must ratify the agreement.

The new contract has some significant changes from what has been agreed to in the past. First, each Basic Life Support agency, which includes Turlock, will see an increase in the contracted response time from AMR. The allowable response time will change from 8 minutes to 11 minutes. Second, as a result of the increase response time, the county medical director will allow BLS departments to utilize enhanced skills on scene. These include the ability to gain an airway, administer glucose and epinephrine as well as Narcan. Turlock will in turn receive seventeen dollars (\$17.00) per medical call from AMR.

The revenue enhancements will be administered on a monthly basis utilizing Mountain Valley EMS as the administrator. Based upon anticipated call volume, the City should realize approximately seventy-five thousand dollars (\$75,000.00) annually.

4. BASIS FOR RECOMMENDATION:

- A. The Turlock City Council must ratify the agreement for Ambulance Services between American Medical Response (AMR) and Stanislaus County in order to receive contracted reimbursements for basic life support (BLS) services rendered by the Turlock City Fire Department.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be utilized for this agreement.

The City of Turlock, by this agreement, will be paid for emergency medical services by AMR at the rate of seventeen dollars per EMS call. The net yield is based on annual calls for service and are anticipated to be approximately \$75,000 per year.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose not to ratify the Agreement; however, this alternative is not recommended as it could jeopardize public safety as the delivery of ambulance services in the City could be affected.



**FIRST RESPONDER BASIC LIFE SUPPORT (FR-BLS) AGREEMENT
WITH TURLOCK CITY FIRE DEPARTMENT**

IN

STANISLAUS COUNTY

January 1, 2020

1	RECITALS OF AUTHORITY	3
2	SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS	3
3	1.1 Contract Administration	3
4	1.2 Term of Agreement	3
5	1.3 Contract Response Area	4
6	1.4 Notices.....	4
7	SECTION 2: ROLES AND RESPONSIBILITIES	5
8	2.1 Agency's Functional Responsibilities	5
9	2.2 Contractor's Functional Responsibilities.....	5
10	SECTION 3: OPERATIONS	6
11	3.1 FR-BLS First Responder Services	6
12	3.2 Dispatch and Communications Requirements	16
13	3.3 Equipment and Supplies	16
14	3.4 System Committee Participation	17
15	3.5 EMS Training Programs	17
16		
17	SECTION 4: PERSONNEL.....	17
18	4.1 Clinical and Staffing Standards	17
19	4.2 Safety and Infection Control	18
20	SECTION 5: QUALITY/PERFORMANCE	19
21	5.1 Unusual Occurrences	19
22	5.2 Training Officer	19
23	SECTION 6: DATA AND REPORTING	19
24	6.1 Data System Hardware and Software	19
25	6.2 Audits and Inspections.....	20
26	6.3 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.....	20
27	SECTION 7: ADMINISTRATIVE REQUIREMENTS	21
28	7.1 Insurance	21
29	7.2 Non-Discrimination	23
30	SECTION 8: GENERAL AGREEMENT REQUIREMENTS	24
31	8.1 Terms of Agreement	24
32	8.2 Termination for Cause	25
33	8.3 Opportunity to Cure.....	26
34	8.4 Declaration of Major Breach	26
35	8.5 Indemnification for Damages, Taxes and Contributions	27
36	8.6 Equal Employment Opportunity	27
37	8.7 Independent Contractor Status	27
38	8.8 Entire Agreement	28
39	8.9 Binding on Successors	28
40	8.10 Captions	28
41	8.11 Controlling Law	28
42	8.12 Miscellaneous.....	28
43	Exhibit A Turlock Fire Department EMS Dispatch Protocol	30
44	Exhibit B Stanislaus County Response Areas.....	31
45	Exhibit C Fire District Response Areas.....	39
46	Exhibit D Definitions	40

1
2 THIS AGREEMENT, entered into the 1st day of January, 2020 and ending on December 31,
3 2024, by and between the **MOUNTAIN-VALLEY EMS AGENCY**, hereinafter called "**AGENCY**" and
4 **Turlock City Fire Department**, hereinafter called "**CONTRACTOR**";

5
6 RECITALS OF AUTHORITY
7
8

9 **Whereas**, pursuant to California Health and Safety Code, Section 1797.200, the County of
10 Stanislaus has designated the AGENCY to be the local Emergency Medical Services (EMS) Agency.
11

12 **Whereas**, CONTRACTOR desires to participate in an AGENCY basic life support (BLS) program
13 in which it will be reimbursed for certain services it provides.
14

15 **NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:**
16

17 **SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS**
18

19 **1.1 Contract Administration**
20

21 The Agency Executive Director shall serve as the Contract Administrator, and shall represent the County
22 in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County.

23 The Contract Administrator or his/her designee may:
24

25 A. Monitor the CONTRACTOR's EMS service delivery for compliance with standard of care as defined
26 through law, medical protocols, and policies; and
27

28 B. Provide technical guidance, as the Contract Administrator deems appropriate.
29

30 **1.2 Term of Agreement**
31

32 The term of this Agreement shall commence at 0001 on January 1, 2020 and terminate at 2400 hours on
33 December 31, 2024 unless terminated earlier pursuant to the terms and conditions of this Agreement.
34
35
36
37
38

1 **1.3 Contract Response Area**

2
3 All requirements described in this Agreement apply to the boundaries of the Turlock City Fire District
4 (Exhibit C) as any mutual or automatic aid within Stanislaus County, which specify the provision of first
5 responder basic life support (FRBLS) service during the term of this Agreement.
6

7 All of the following requests for emergency medical services originating in areas as noted above shall be
8 referred to the CONTRACTOR, and CONTRACTOR shall provide all FRBLS Services as follows:
9

10 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests that meet the dispatch
11 criteria as identified in Exhibit A.

12
13 B. Made in response to requests for mutual aid or responses by an authorized 9-1-1/PSAP.
14

15 **1.4 Notices**

16
17 All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either
18 party desires or is required to give to the other party or any other person shall be in writing and either
19 personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears
20 below for each party, provided that if either party gives notice of a change of name or address, notices to
21 the giver of that notice shall thereafter be given as demanded in that notice.
22

CONTRACTOR: City Manager
City of Turlock
244 N. Broadway
Turlock, CA 95380

AGENCY Lance Doyle, Executive Director
Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D1
Modesto, CA 95350

1 SECTION 2: ROLES AND RESPONSIBILITIES

2
3 **2.1 Agency's Functional Responsibilities**

4
5 The AGENCY seeks to ensure that reliable, high quality pre-hospital emergency medical care is provided
6 on an uninterrupted basis. To accomplish this purpose, the AGENCY shall oversee, monitor and
7 evaluate contract performance and compliance. CONTRACTOR will have access to joint education
8 through the AGENCY mobile simulation lab.
9

10 **2.2 Contractor's Functional Responsibilities**

11
12 During the Service Period of this Agreement, as defined in Section 1.2, the CONTRACTOR shall do all of
13 the following:
14

- 15 A. Provide non-transporting FRBLS pre-hospital emergency medical care in response to emergency
16 medical calls identified in Section 1.3 twenty-four (24) hours each day, seven days a week unless
17 otherwise committed to another incident; or for an occurrence beyond the CONTRACTOR'S control.
18
- 19 1. Clinical performance must be consistent with approved medical standards and protocols. The
20 conduct and appearance of the CONTRACTOR's personnel must conform to CONTRACTOR's
21 personnel policy at all times. Services and care delivered must be evaluated by the
22 CONTRACTOR's internal quality improvement program and as necessary, through the
23 AGENCY's quality improvement program in order to improve and maintain effective clinical
24 performance, to detect and correct performance deficiencies and to continuously upgrade the
25 performance and reliability of CONTRACTOR's services. Clinical performance must be extremely
26 reliable, with equipment failure and human error held to a minimum through constant attention to
27 performance, protocol, procedure, performance auditing, and prompt and appropriate corrective
28 action. This Agreement requires the highest levels of performance and reliability, and mere
29 demonstration of effort, even diligent and well-intentioned effort, shall not substitute for
30 performance results. If the CONTRACTOR fails to perform to the Agreement standards,
31 CONTRACTOR may be found to be in Major Breach of its Agreement in order to protect the
32 public health and safety.
33
- 34 B. Provide all FRBLS units and equipment that are necessary for the provision of services required
35 under this Agreement;
36
- 37 C. Furnish supplies and replacements for those used by the CONTRACTOR's personnel;

- 1 D. Comply with all training requirements established by the State of California;
2
3 E. Comply with EMS Agency policies and procedures applicable to FRBLS services;
4
5 F. Submit, in a timely manner, reports, which are supported by documentation or other verifiable
6 information, as required by the AGENCY;
7
8 G. Respond to AGENCY inquiries about Unusual Occurrence Reports and reports of investigation within
9 10 calendar days of notification; Notify the AGENCY within 108-hours of all incidents in which the
10 CONTRACTOR's personnel fail to comply with protocols and/or contractual requirements in
11 accordance with Section 6.3 of this Agreement; and
12
13 H. CONTRACTOR assumes full responsibility for pre-hospital emergency medical response and care
14 provided by CONTRACTOR's agency.
15

16 SECTION 3: OPERATIONS 17

18 **3.1 FR-BLS First Responder Services** 19

20 CONTRACTOR will receive monthly payments from AGENCY funded by American Medical
21 Response West (AMR) for delivering performance-based EMT level FRBLS within AMR's Exclusive
22 Operating Area.
23

24 **First Responder Reimbursement** 25

26 The reimbursement rate per CONTRACTOR response services participating in this agreement shall
27 be \$17.00 per qualified EMT level response. A qualified response is a request for a fire response in
28 accordance with Turlock Fire and Police Dispatch Protocol (Exhibit A) or a request for a fire
29 response by Valley Regional Emergency Communications Center (VRECC). Any revision to Turlock
30 Fire Department EMS Dispatch Protocol (Exhibit A) that changes the triage protocol shall not be
31 considered a qualified response unless authorized by the AGENCY Medical Director.

32 Reimbursement is paid per incident, regardless of the number of fire assets dispatched to the call.
33

34 **Additional Requirements** 35

- 36 A. Fire services interested in participating in this arrangement shall agree to:

- 37 1. Meet Response Times as outlined below

2. Assess all patients and begin treatments according to Agency protocol
3. Reduce incoming FRBLS ambulance to Code 2, if emergency response is unnecessary
4. Complete an electronic patient care record (eCPR) on all medical responses (NFIRS report for volunteer agencies)
5. Perform patient release at scene/Against Medical Advice in accordance with AGENCY policy.
6. Participate in AGENCY quality improvement program including FirstPass
7. Participation in First Watch surveillance platform

- B. CONTRACTOR may increase the level of service from EMT to Paramedic/ALS (certification level) under this agreement only with the approval of the Agency Medical Director.

Response Time Areas

- A. Response Time Areas may be modified by the AGENCY based upon updated population or census data in collaboration with the Emergency Medical Services Committee (EMSC).
- B. There are four (4) types of Response Time Areas depicted graphically in Exhibit B by square grids;
1. Urban – 7:00 minute response time standard;
 2. Suburban – 11:00 minute response time standard;
 3. Rural – 19:00 minute response time standard;
 4. Wilderness – best effort response time standard
- C. The Stanislaus County EMS System is a tiered first responder system consisting of emergency medical response (MR) volunteer fire departments, EMT fire departments and advanced life support (ALS) fire departments. The chart below demonstrates response time requirements for each type of fire first response agency. Response times shall be in whole minutes with seconds.

1

Call Type	Fire First Responder Response Time Standard	Ambulance with Fire First Responder Agreement	Ambulance without Fire Agreement
Urban Area Response to 90 percent of call each month			
Code 3	7:00	11:59 (ALS)	7:59
		9:59 (EMT)	
		8:59 (EMR)	
Code 2	N/A	15:59	15:59
Suburban Area Response to 90 percent of calls each month			
Code 3	11:00	15:59 (ALS)	11:59
		13:59 (EMT)	
		12:49 (EMR)	
Code 2	N/A	19:59	19:59
Rural Area Response to 90 percent of calls each month			
Code 3	19:00	23:59 (ALS)	19:59
		21:59 (EMT)	
		20:59 (EMR)	
Code 2	N/A	25:59	25:59

2

3

4

Response Time Management

5

6

- A. Dispatch computer-aided dispatch (CAD) data and the FirstWatch On-line Compliance Utility ("OCU") application shall be used to monitor and calculate response times. Response Time standards are designed to provide a pre-hospital response appropriate to the patient status. Response Time and compliance will be measured and reported on a fractile basis.

10

11

- B. Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for medical service requests

12

13

1 from Turlock Fire and Police Dispatch located within the fire district boundary. Contractor shall
2 deploy resources in a manner consistent with this goal.

3
4 C. Each incident is a separate response.

5
6 D. Each incident will be counted as a single response regardless of the number of units that are
7 utilized.

8
9 E. The Response Time of the Contractor's first arriving emergency ambulance will be used to
10 compute Contractor's Response Time for that incident. This includes ambulance response from
11 an entity requested to provide Mutual Aid for the Contractor.

12
13
14 Calculation of Response Times

15 A. Calculation of Response Time shall begin at the time the following information, at a minimum, is
16 assigned to the assigned responding fire crew:

- 17 1. Call priority;
18 2. Exact address or descriptive location such as building or landmark;
19 3. If no fire resource is available at the time that the dispatcher is ready to dispatch a unit, the
20 Response Time shall begin at the time that the dispatcher notes in the automated dispatch
21 system record that no unit is available.

22
23 B. Calculation of Response Time shall stop when:

- 24 1. The assigned apparatus notifies dispatch that it is "at-scene," or
25 2. In the instance of a response to an apartment or business complex, or mobile home park,
26 when the unit enters the complex; or
27 3. In the event "staging" is necessary for personnel safety, at the time the assigned apparatus
28 arrives at the staging area, or;
29 4. At the time that dispatch notifies the assigned apparatus to cancel its response.

30
31 C. In incidents when the assigned apparatus crew fails to report their arrival at scene, the time of the
32 next radio communication from the crew or other at scene personnel to dispatch that indicates
33 that the apparatus has already arrived at the scene shall be used as the arrival at scene time.
34 Contractor may also validate at scene time by MDT time stamp as documented in CAD, AVL or
35 radio recording play back.
36
37

1 D. Calculating Response Times - Changes in Call Priority:

2 Response Time calculations to determine compliance with Agreement standards and penalties
3 for non-compliance shall be as follows:

- 4 1. Downgrades – If a call is downgraded to a lower priority prior to the crew's arrival at the
5 scene, Contractor's compliance and penalties will be calculated based on whether the higher
6 priority Response Time standard has been exceeded at the time of the downgrade.
7
- 8 2. Upgrades – If a call is upgraded or there is more than one priority change associated with a
9 given incident prior to crew's arrival at scene, Contractor shall be deemed compliant and not
10 subject to penalties, provided the upgrade or change in priority does not occur after the
11 passage of the lower priority Response Time threshold.
12
- 13 3. Reassignment En-route – If an apparatus is reassigned en-route or turned around prior to
14 arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will
15 be calculated based on the Response Time standard applicable to the assigned priority of the
16 initial response. The Response Time clock will not stop until the arrival of an apparatus at
17 scene from which the apparatus was diverted.
18
- 19 4. Canceled Calls – If an assignment is canceled prior to the crew's arrival at scene, compliance
20 and penalties will be calculated based on the elapsed time from assigned to the time the call
21 was canceled.
22

23 Response Time Corrections and Exemptions

- 24 A. Contractor shall file a request for each desired Response Time correction or Exemption on a
25 monthly basis with AGENCY via the FirstWatch Online Compliance Utility (OCU) within 15 days
26 of the end of the previous month. Such request shall include the date, the time, and the specific
27 circumstances causing the delayed response. The AGENCY Executive Director or her/his
28 designee shall grant or deny Exemptions to performance standards and shall so advise the
29 Contractor. The AGENCY Executive Director or her/his designee will respond to time correction
30 requests utilizing the OCU. The burden of proof that there is good cause for the correction or the
31 exemption request shall rest with the Contractor.
32
- 33 B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents
34 when the assigned crew fails to report their arrival at scene, the time of the next radio
35 communication from the crew or other at scene personnel to dispatch that indicates that the
36 ambulance has already arrived at the scene shall be used as the arrival at scene time.

Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.

C. Each request for service located within the Contractor's assigned response area shall be included. In some cases, late and specified other responses will be exempted from Response Time compliance calculations and financial penalties. These Exemptions will be for good cause only, as reasonably determined by AGENCY in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be exempted from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with AGENCY via the OCU within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. AGENCY Executive Director or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The AGENCY Executive Director or her/his designee will respond to Exemption requests utilizing the OCU.

1. Examples of Exemptions include, but are not limited to:

- a. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
- b. Wrong address provided by the requesting party;
- c. Unavoidable delay caused by road construction;
- d. Restricted roadway access;
- e. Dispatch error;
- f. All other exemption requests shall be for good cause only, as determined by the AGENCY. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time.

D. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment.

Response Time Reporting Requirements

Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:

1. Time call received by dispatch from PSAP;

2. Time crew assigned;
3. Time en-route to scene;
4. Arrival at scene time;

These reporting requirements may change. AGENCY agrees to meet and confer with Contractor over such changes.

Response Time Liquidated Damages

- A. It is the goal of AGENCY to deliver the contractual response time standards to all incident's ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response Time Zone.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to AGENCY and the County and that it will be impractical to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and AGENCY agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to AGENCY each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Liquidated damages paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$350
88-88.99%	\$525
87-87.99%	\$875
86-86.99%	\$1,400
85-85.99%	\$2,100
<85 %	\$2,800

E. Contractor shall pay liquidated damages to AGENCY for each and every incident to which it has an Extended Response Time, unless exempted by AGENCY. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes (ie., greater than a 17 minute response in an Urban zone with a 7 minute response time standard). Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$175
	>16 min	\$260

F. Furthermore, Contractor shall pay liquidated damages to AGENCY of \$25.00 for each incident in which Contractor's crew fails to report an at-scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback. If another fine is applied to the individual incident this fine will not be applied.

G. Other Repercussions:

If AGENCY, with recommendation of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the AGENCY Executive Director, determines that Contractor for three consecutive compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the AGENCY may determine that there is a breach.

Therefore, prior to invoking a breach of contract for Response Time non-compliance, AGENCY shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with AGENCY, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.

1 3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended
2 Response calls.

3
4 Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this
5 Paragraph if it has previously been afforded two such cure opportunities during the preceding
6 three years.

7
8 Payments and Use of Liquidated Damages:

9 A. AGENCY will make the final liquidated damage determination based on this section and will
10 inform the Contractor of the incidents and damages incurred on a monthly basis. Contractor shall
11 pay AGENCY all liquidated damages within 30 days of receipt of the notification. The Contractor
12 will pay all assessments to the Stanislaus County EMS System Enhancement Fund.

13
14 B. Liquidated Damages collected will be utilized in accordance with AGENCY policy 951.20,
15 Stanislaus County EMS System Enhancement Funds.

16
17 Payment of First Responder Fees

18 AGENCY will calculate and administer payments due to CONTRACTOR under this
19 Addendum on a monthly basis and will invoice American Medical Response. The timeline for
20 payment calculation, invoicing and disbursement of funds received will be in accordance with
21 the following table. First responder reimbursement relies on compliance monitoring through a
22 functional Turlock Fire and Police Dispatch/Authorized Medical Dispatch Center CAD to CAD
23 link or other technology capable of providing compliance monitoring and approved by
24 AGENCY. Upon the Effective Date of this Agreement, compliance monitoring for payment will
25 be based on the current technology in place for such monitoring. AGENCY and
26 CONTRACTOR will work diligently and in good faith to minimize any potential delay in
27 reimbursement payment and in implementing any future technology for compliance
28 monitoring. In no case will MVEMSA disburse payment to CONTRACTOR without first
29 receiving invoiced funds from American Medical Response.

Contractor Services Performed in the Month of:	30 Day Validation Period Begins	Agency Invoice to AMR Not Later Than	Payment Due to Agency from AMR Not Later Than	Payment Disbursed to Contractor Not Later Than
January	Feb 1st	Mar 15th	Apr 15th	Apr 30th
February	Mar 1st	Apr 15th	May 15th	May 30th
March	Apr 1st	May 15th	Jun 15th	Jun 30th
April	May 1st	Jun 15th	Jul 15th	Jul 30th
May	Jun 1st	Jul 15th	Aug 15th	Aug 30th
June	Jul 1st	Aug 15th	Sep 15th	Sep 30th
July	Aug 1st	Sep 15th	Oct 15th	Oct 30th
August	Sep 1st	Oct 15th	Nov 15th	Nov 30th
September	Oct 1st	Nov 15th	Dec 15th	Dec 30th
October	Nov 1st	Dec 15th	Jan 15th	Jan 30th
November	Dec 1st	Jan 15th	Feb 15th	Feb 28th
December	Jan 1st	Feb 15th	Mar 15th	Mar 30th

Equipment Resupply

Whenever disposable medical supplies (excluding narcotics) are used by fire department crews on scene of an EMS call, the responding fire agency will be restocked and resupplied by the on-scene ambulance prior to departure at no cost to the fire agency. In the event that rapid transport is needed, and the fire agency is not restocked at scene, the AMR Supervisor will be notified, and the supplies will be delivered to the fire station within the hour or best effort. Oxygen cannot be restocked on-scene; however, AMR will resupply oxygen used on EMS calls and will facilitate the delivery of oxygen to the designated fire stations. Empty tanks will be picked up at the fire stations by the oxygen supplier and replaced with full tanks on a regular schedule to ensure fire agencies have a complement of full oxygen tanks. The oxygen supplier will send the invoice to AMR for payment.

3.2 Dispatch and Communication Requirements

- A. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FR-BLS units all such communications equipment to be necessary for the effective and efficient dispatch of FR-BLS Units. Subject to applicable laws and the permission of the relevant agencies, the equipment shall

1 allow effective and efficient communication with Public Safety Agencies, ambulance providers, and
2 air ambulance service providers.

3
4 B. CONTRACTOR shall be financially responsible for installation; purchase/rental and maintenance of
5 communication equipment provided in section 3,3 of this agreement.

6
7 C. CONTRACTOR will work with AGENCY to facilitate their Authorized Dispatch Center's provision of
8 daily electronic data submission in conformance with "Agency Policy 620.30 – Provider Agency Data
9 Requirements.

10 11 **3.3 Equipment and Supplies**

12
13
14 A. **FR-BLS Unit Failure** – In each instance of an FR-BLS Unit failure on an EMS call resulting in the
15 inability to continue the response, CONTRACTOR shall submit an Unusual Occurrence Report
16 within 72-hours which at a minimum shall include: how long it took for another BLS, FR-BLS Unit to
17 respond to the same call; the reason or suspected reason(s) for vehicle failure and/or malfunction;
18 and actions CONTRACTOR has taken to prevent similar failures.

19
20 B. **FR-BLS Unit Equipment and Supplies** – Each FR-BLS Unit shall, at all times, maintain an equipment
21 and supply inventory sufficient to meet federal, State, and local requirements for FR-BLS Units,
22 including the requirements of Mountain-Valley EMS Agency Non-Transporting Unit Equipment and
23 Supply Inventory Policy. CONTRACTOR shall be responsible for stocking all expendable supplies
24 including appropriate medications.

25
26 The AGENCY Medical Director or his/her designee(s) may at any time, with just cause and
27 notification to CONTRACTOR'S duty officer, inspect CONTRACTOR's FR-BLS Units in order to
28 verify compliance with this Agreement. An inspection may be postponed if it is shown that the
29 inspection would unduly delay a FR-BLS Unit from responding to a request for service.

30 31 **3.4 System Committee Participation**

32
33 The CONTRACTOR shall make a good faith effort to designate appropriate personnel to participate
34 in committees that have a direct impact on emergency medical services in Stanislaus County.

3.5 EMS Training Programs

The CONTRACTOR shall make a good faith effort to participate in training programs with ambulance providers, and other first responder organizations within Stanislaus County. These may include, but not be limited to, joint training exercises and providing instructors for training courses, evaluators for EMT and first responder testing, and similar activities. CONTRACTOR shall participate in regional training as indicated by the Agency Medical Director.

SECTION 4: PERSONNEL

4.1 Clinical and Staffing Standards

The AGENCY expects that the provision of emergency medical services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations and AGENCY policies, procedures and field treatment guidelines. All persons employed by the CONTRACTOR in the performance of work under this agreement shall be competent and shall hold appropriate and current valid certificates/licenses/accreditations as established by the State of California and the AGENCY for their level of certification/licensure. The CONTRACTOR shall be held accountable for its employees' certification, licensure, accreditation, performance and actions.

FR-BLS Unit Staffing – When responding to an EMS Call, a FR-BLS Unit shall be staffed with a minimum of two (2) EMTs.

- A. CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall prohibit CONTRACTOR's employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.
- B. CONTRACTOR shall maintain a current list of pre-hospital personnel including their qualifications, certificates, and licenses with expiration dates and provide it to the AGENCY upon request.
- C. CONTRACTOR shall have in place policies which require EMS personnel to follow all AGENCY Policies, Procedures and Protocols as appropriate for the delivery of FR-BLS Services.
- D. CONTRACTOR shall require that electronic patient care records be completed by CONTRACTOR's personnel per AGENCY policy.

1 E. Patient care documentation education shall be required as needed or as reasonably required by the
2 AGENCY for all EMT-level personnel.

3
4 Management and Supervision –CONTRACTOR shall designate an EMS Coordinator with a minimum
5 certification as an EMT. This individual shall be responsible for day-to-day clinical oversight of
6 CONTRACTOR'S certified EMTs, clinical investigations, initial and continuing education, clinical quality
7 assurance and continuous quality improvement. The EMS Coordinator may be an existing EMS training
8 officer.

9
10 Orientation of New Personnel – CONTRACTOR shall ensure that BLS personnel are properly oriented
11 before being assigned to respond to emergency medical requests. CONTRACTOR shall be responsible
12 for ensuring that this standard is met.

13
14 A. CONTRACTOR shall implement a program, to train EMT personnel to assist Paramedics in the
15 provision of advanced life support patient care.

16
17 B. CONTRACTOR shall have a program for ensuring personnel are prepared to respond to emergency
18 requests through in-service training and continuing education.

19
20 Infrequent-Use Skills Refresher – CONTRACTOR shall ensure that personnel are proficient in the
21 AGENCY'S BLS scope of practice prior to performing these skills on patients in the field setting. The
22 CONTRACTOR shall be responsible for ensuring that EMTs assigned to FRBLS Units comply with
23 AGENCY Policy on maintenance of skill competency. In addition, the CONTRACTOR agrees to have a
24 current AGENCY Policies and Procedures Manual accessible to all personnel.

25
26 **4.2 Safety and Infection Control**

27
28 A. CONTRACTOR shall provide personnel with training, equipment, and immunizations necessary to
29 ensure protection from illness or injury when responding to an emergency medical request.

30
31 B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any major enforcement
32 actions, and of any claim, litigation, or other legal or regulatory proceedings in progress or being
33 brought against CONTRACTOR's FR-BLS operations.

34
35 C. CONTRACTOR shall, upon request, furnish documentation satisfactory to Stanislaus County's
36 Health Officer and in compliance with CCR 5199, of the absence of tuberculosis disease for any
37 employee or volunteer who provides services under this Agreement.

- 1 D. The CONTRACTOR shall have a Communicable Disease Policy that complies with all Occupational
2 Safety and Health Administration (OSHA) requirements and other regulations related to prevention,
3 reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in
4 prevention and universal precautions.

5 6 SECTION 5: QUALITY/PERFORMANCE 7

8 CONTRACTOR is encouraged to participate in the AGENCY regional quality improvement program
9 as administered through the LQIG, TAC and other various committees.

10 11 **5.1 Unusual Occurrences** 12

13 CONTRACTOR shall complete an unusual occurrence report for personnel involved in an unusual
14 occurrence while performing duties under this agreement, in accordance with AGENCY policies and
15 procedures.

16 17 **5.2 Training Officer** 18

19 CONTRACTOR shall designate an EMT to act as Training Officer who shall oversee the required
20 training and orientation of all EMTs employed by the CONTRACTOR. The Training Officer may also
21 function as the EMS Coordinator.

- 22 A. The Training Officer shall make a good faith effort to attend scheduled training meetings as
23 required by the AGENCY, and provide training to CONTRACTOR's personnel as deemed
24 necessary by AGENCY.

25 26 SECTION 6: DATA AND REPORTING 27

28 **6.1 Data System Hardware and Software** 29

- 30 A. CONTRACTOR will submit required data elements in an electronic format acceptable to the
31 AGENCY.
- 32
- 33 B. CONTRACTOR shall provide in an electronic format Patient Care Record (PCR) information for each
34 call that requires the generation of a PCR per AGENCY policy, on a daily basis. The daily
35 submission of electronic PCR information shall include data not later than five (5) calendar days
36 following the date of the call (excluding weekends and holidays). Electronic PCRs shall utilize data
37 elements outlined in Provider Agency Data Requirements Policy and any other data elements

requested by the AGENCY. Reporting shall occur on insurance related data elements if the CONTRACTOR implements a fee for service.

- C. Changes to an ePCR platform can cause unforeseen technical issues, disruption of system monitoring capabilities, inability to report to system stakeholders, and additional financial costs. In order to mitigate these potential disruptions in data flow due diligence must be made in evaluating all the implications of a software platform change previous to AGENCY approval. The CONTRACTOR shall notify AGENCY in writing no later than 180 days prior to the proposed change. In addition, CONTRACTOR is responsible for any programming fees associated with integrating FirstWatch/FirstPass into a new ePCR platform.
- D. CONTRACTOR shall collaborate with AGENCY to identify all ramifications to the platform change previous to any software change and AGENCY approval.

This written notice shall include but not be limited to:

1. Name of CONTRACTOR
2. CONTRACTOR Point of Contact and contact information
3. Intended date of software platform implementation pending AGENCY approval
4. Proposed ePCR vendor
5. Proposed ePCR Platform Name and Revision
6. Verification of NEMSIS Compliance (as identified on NEMSIS.org website)
7. Software Provider Technical Point of Contact and contact information
8. Identified Funding Source if additional financial resources are necessary to implement the change; AGENCY is NOT responsible for funding the ePCR change.

6.2 Audits and Inspections

CONTRACTOR shall retain and make available for inspection by the AGENCY during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records related to EMS patient care and incidents; including, but not limited to patient care records and trip tickets.

6.3 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

- A. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy.

1 Employees shall not disclose patient medical information to any person not providing medical care to
2 the patient.

- 3
- 4 B. During the term of this Agreement, each party may receive from the other party, or may receive or
5 create on behalf of the other party, certain confidential health or medical information (Protected
6 Health Information "PHI", as further defined below). This PHI is subject to protection under state
7 and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public
8 Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health
9 and Human Services (HIPAA Regulations). Each party represents that it has in place policies and
10 procedures that will adequately safeguard any PHI it receives or creates, and each party specifically
11 agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without
12 limiting the generality of the foregoing, each party agrees that it shall have in place all policies and
13 procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which
14 such compliance is required. CONTRACTOR shall require subcontractors to abide by the
15 requirements of this section.

16

17 For purposes of this section, Protected Health Information means any information, whether oral or
18 recorded in any form or medium: (a) that relates to the past, present or future physical or mental
19 health or condition of an individual; the provision of health care to any individual; or the past, present
20 or future payment for the provision of health care to an individual, and (b) that identifies the individual
21 or with respect to which there is a reasonable basis to believe the information can be used to identify
22 the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA
23 Regulations and other state or federal laws applicable to PHI.

24

25

26 SECTION 7: ADMINISTRATIVE REQUIREMENTS

27

28 **7.1 Insurance**

29

30 CONTRACTOR at its sole cost and expense, shall obtain, maintain, and comply with all AGENCY
31 insurance coverage and requirements. Such insurance shall be occurrence based or claims made with
32 tail coverage or shall be in a form and format acceptable to Stanislaus County Counsel and Stanislaus
33 County Risk Management and shall be primary coverage as respects County.

1 A. Insurance and Indemnification

- 2
- 3 1. Without limiting the County of Stanislaus or the AGENCY's right to obtain indemnification from
- 4 the CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation
- 5 for indemnification paid to the County of Stanislaus and AGENCY under the Agreement and to
- 6 the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its/their
- 7 sole expense, shall maintain or cause to be maintained in full force and effect general and
- 8 professional liability insurance as appropriate and approved by CONTRACTOR'S Board of
- 9 Directors or governing body throughout the term of the Agreement.
- 10
- 11 2. Such insurance policies shall name the County of Stanislaus, its officers, agents, and employees,
- 12 and the AGENCY, its officers, agents, employees and the AGENCY JPA Board of Directors as an
- 13 additional named insured (except for worker's compensation insurance). Such coverage for said
- 14 additional named insured shall be primary insurance and any other insurance, or self-insurance,
- 15 maintained by the County of Stanislaus, its officer, agents, and employees, the AGENCY, its
- 16 officers, agents and employees; the AGENCY JPA Board of Directors shall be secondary and
- 17 excess only and not contributing with insurance provided under the CONTRACTOR's policies
- 18 herein. This insurance shall not be canceled or changed to restrict coverage without a minimum
- 19 of thirty (30) calendar day's written notice given to the AGENCY and the County Risk
- 20 Management Division. If such insurance policies have a deductible, or if a Self-Insured
- 21 Retention has a deductible, such deductible shall be in an amount not less than ten thousand
- 22 dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers'
- 23 Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation
- 24 against the AGENCY, the County, and their respective officers, officials and employees for losses
- 25 arising from the performance of or the omission to perform any term or condition of this
- 26 Agreement by the CONTRACTOR.
- 27
- 28 3. CONTRACTOR shall provide certificates of insurance on the foregoing policies as required herein
- 29 to the AGENCY annually, which state or show that such insurance coverage has been obtained
- 30 and is in full force and effect.
- 31
- 32 4. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or Stanislaus
- 33 County from and against all claims, damages, losses, judgments, liabilities, expenses, and other
- 34 costs including litigation costs and attorney's fees arising out of, resulting from any negligent or
- 35 wrongful act or omission of CONTRACTOR or its agents, officers, or employees in connection
- 36 with the performance of this Agreement.
- 37

- 1 5. CONTRACTOR shall save and hold harmless AGENCY and the County of Stanislaus and their
2 officers, employees and agents, from any and all liability for damages, including, but not limited
3 to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise
4 from any injury to a person or persons, and for damages to property, arising from or out of any
5 negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in
6 the performance of the Agreement.
7
8 6. CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the County of
9 Stanislaus, and their agents, officers, and employees harmless under the provisions of the
10 paragraphs in this section is not limited to or restricted by any requirement in this Agreement for
11 CONTRACTOR to procure and maintain a policy of insurance.
12
13 7. AGENCY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and it's
14 officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities,
15 expenses, and other costs including litigation costs and attorney's fees arising out of, resulting
16 from, any negligent or wrongful act or omission of AGENCY or its agents, officers, or employees
17 in connection with the performance of this Agreement by AGENCY or AGENCY's agents,
18 officers, or employees.
19
20 8. AGENCY shall save and hold harmless CONTRACTOR and its officers, directors, agents, and
21 employees, from any and all liability for damages, including but not limited to, monetary loss,
22 judgments, orders of a court, and any other detriment or liability that may arise from any injury to
23 a person or persons and for damages to property arising from or out of AGENCY's promulgation
24 of official rules, regulations, or AGENCY Policies and Procedures not in existence as of the date
25 of this Agreement.
26

27 **7.2 Non-Discrimination**

28

29 AGENCY and CONTRACTOR shall abide by all Federal and State non- discrimination laws regarding
30 governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement
31 below:
32

33 Compliance with Non-Discrimination Laws During the performance of this Agreement,
34 CONTRACTOR will comply with Title VII of the Civil Right Act of 1964 and that no person shall, on
35 the grounds of race, creed, color, disability, sex, gender (including gender identity and gender
36 expression), national origin, ancestry, physical or mental disability, medical condition (including
37 genetic characteristics), marital status, sexual orientation, age, religion, political affiliation, or any

1 other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise
2 subjected to discrimination under this Agreement. CONTRACTOR shall comply with all applicable
3 Federal, State and local laws and regulations related to non-discrimination and equal opportunity,
4 including without limitation the AGENCY's nondiscrimination policy; the Fair Employment and
5 Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102
6 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable
7 regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
8
9

10 SECTION 8 GENERAL AGREEMENT REQUIREMENTS 11

12 **8.1 Terms of Agreement** 13

14 This Agreement is an Agreement by and between AGENCY and CONTRACTOR and is not intended to
15 and shall not be construed to create the relationship of agency, servant, employee, partnership, joint
16 venture or association.
17

- 18 A. Amendments or modifications to the provisions of this Agreement may be initiated by any party
19 hereto and may only be incorporated into this Agreement upon the mutual consent of all Parties and
20 must be in writing.
21
- 22 B. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or
23 conditions of this Agreement in any one or more instances shall not be construed as a waiver or
24 relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be
25 and remain in full force and effect.
26
- 27 C. This Agreement shall not be deemed to have been made for the implied benefit of any person who is
28 not a party hereto.
29
- 30 D. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that would adversely
31 affect its performance under this Agreement. CONTRACTOR shall provide AGENCY and other
32 affected public or private entities with a written plan of proposed actions in the event of any
33 threatened work force action or strike.
34
- 35 E. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party without obtaining
36 the prior written consent of all other parties to this Agreement, except should Stanislaus County

1 withdraw from the Mountain-Valley EMS Agency Joint Powers Agreement, this Agreement may be
2 assigned to Stanislaus County or their designee.

- 3
4 F. The terms of this Agreement shall be in full force and effect until December 31, 2025 beginning on
5 the date first stated above, unless otherwise terminated or modified pursuant to the terms of the
6 Agreement or if upon written notice by either PARTY, that renegotiation of the Agreement is desired.

7
8 **8.2 Termination for Cause**

9
10 Either party may terminate this Agreement at any time for cause or for Major Breach of its provisions
11 consistent with the provisions herein.

12
13 Certain conditions and circumstances shall, as determined by Contract Administrator, constitute a Major
14 Breach of this Agreement by the CONTRACTOR these conditions and circumstances include, but are not
15 limited to:

- 16
17 A. Failure of CONTRACTOR to operate its FRBLS Units and emergency medical services program in a
18 manner which enables AGENCY and CONTRACTOR to remain in substantial compliance with the
19 requirements of Federal, State, and local laws, rules and regulations;
20
21 B. Willful falsification of information supplied by CONTRACTOR in its operation of its emergency
22 medical services program, including, but not limited to, dispatch data, patient reporting data, as
23 relates to this Agreement;
24
25 C. Documented persistent failure of CONTRACTOR's employees to conduct themselves in a
26 professional and courteous manner where reasonable remedial action has not been taken by
27 CONTRACTOR;
28
29 D. Failure to substantially and consistently meet or exceed the various clinical and staffing standards
30 required herein;
31
32 E. Failure to participate in the established Quality Improvement program of the AGENCY, including, but
33 not limited to investigation of incidents and implementing prescribed corrective actions;
34
35 F. Failure to maintain equipment or FRBLS Units in accordance with good maintenance practices.

- 1 G. Chronic or persistent failure to comply with conditions stipulated by AGENCY to correct any Major
2 Breach conditions;
3
4 H. Failure of CONTRACTOR to cooperate and assist AGENCY in the investigation or correction of any
5 Major Breach of the terms of this Agreement;
6 I. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof,
7 the insurance coverage required herein;
8
9 J. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade personnel in
10 cooperating with or reporting concerns, deficiencies, etc., to the AGENCY or other oversight agency;
11
12 K. Any other willful acts or omissions of CONTRACTOR that endanger the public health and safety;
13

14 **8.3 Opportunity to Cure**

15

16 Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator shall provide
17 CONTRACTOR with no less than thirty (30) days advance written notice citing, with specificity, the basis
18 for Major Breach. In the event CONTRACTOR shall have cured the Major Breach within such thirty (30)
19 day period, or such longer period as may be specified in the advance written notice, this Agreement shall
20 remain in full force and effect. In the event Contract Administrator reasonably deems CONTRACTOR to
21 remain in Major Breach as of the end of the notice period specified in the advance written notice, Contract
22 Administrator shall provide CONTRACTOR with a notice of termination, setting for the specific reasons
23 Contract Administrator believes CONTRACTOR remains in Major Breach and the effective date of
24 termination, which shall be no less than thirty (30) days from the date of the termination notice.
25

26 **8.4 Declaration of Major Breach**

27

28 If Major Breach has been declared by the Contract Administrator, because CONTRACTOR fails to
29 provide service as required in this Agreement or Agency Medical Director has determined that the health
30 and safety of the public would be endangered by allowing CONTRACTOR to continue its operations,
31 CONTRACTOR shall cooperate fully with AGENCY to immediately cease providing services as defined in
32 this Agreement.
33

- 34 A. These provisions are specifically stipulated and agreed to by both Parties as being reasonable and
35 necessary for the protection of the public health and safety, and any legal dispute concerning the
36 finding that a Major Breach has occurred shall be initiated and shall take place only after
37 CONTRACTOR has ceased the provision of services under this Agreement.

1 **8.5 Indemnification for Damages, Taxes and Contributions**

2
3 CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or Stanislaus County
4 from and against:

- 5
6 A. Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with
7 respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the
8 performance of this agreement (including, without limitation, unemployment insurance, and social
9 security and payroll tax withholding).

10
11 **8.6 Equal Employment Opportunity**

12
13 During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- 14
15 A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of
16 race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer
17 related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any
18 other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the
19 following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation,
20 and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer.
21 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for
22 employment, notice setting forth the provisions of this non-discrimination clause.
23
24 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of
25 CONTRACTOR, state that all qualified applicants will receive consideration for employment without
26 regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition
27 (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit
28 factor unrelated to job duties.
29
30 C. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this
31 Agreement or with any of the said rules, regulations, or orders CONTRACTOR may be declared
32 ineligible for further agreements with AGENCY.

33
34 **8.7 Independent Contractor Status**

35
36 CONTRACTOR is an independent contractor and not an employee of AGENCY or Stanislaus County.
37 CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all

1 payroll related taxes. CONTRACTOR is not entitled to any employee benefits. AGENCY agrees that
2 CONTRACTOR shall have the right to control the manner and means of accomplishing the result
3 contracted for herein
4

5 **8.8 Entire Agreement**

6
7 This Agreement and the exhibits attached hereto constitute the entire Agreement between AGENCY and
8 CONTRACTOR and supersedes all prior discussions and negotiations, whether oral or written. Any
9 amendment to this Agreement, including an oral modification supported by new consideration, must be
10 reduced to writing and signed by authorized representatives of both parties before it will be effective.
11

12 **8.9 Binding on Successors**

13
14 This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs,
15 personal representatives, successors and assigns.
16

17 **8.10 Captions**

18
19 The captions heading the various sections of this Agreement are for the convenience and shall not be
20 considered to limit, expand or define the contents of the respective sections. Masculine, feminine or
21 neuter gender, and the singular and the plural number shall each be considered to include the other
22 whenever the context so requires.
23

24 **8.11 Controlling Law**

25
26 This Agreement shall be interpreted under California law and according to it fair meaning and not in favor
27 of or against any party.
28

29 **8.12 Miscellaneous**

30
31 There shall be no reimbursement from the AGENCY or Stanislaus County for services provided pursuant
32 to this Agreement except as provided pursuant to separate agreements.

- 33 A. AGENCY agrees that all AGENCY Policies, Procedures and Protocols adopted by it shall be
34 consistent with applicable state and federal laws.
35
36
37

1
2 IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

3
4 ATTEST:

5 
6 JENNIFER LAND, CITY CLERK
7
8

9 APPROVED:

10
11 TURLOCK CITY FIRE DEPARTMENT



By: Michael Cooke
Title: Interim City Manager

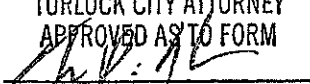
12 Date: 12/20/19
13
14

MOUNTAIN-VALLEY EMS AGENCY

By: Lance Doyle
Title: Executive Director

15 Date: _____
16
17

18 TURLOCK CITY ATTORNEY
APPROVED AS TO FORM



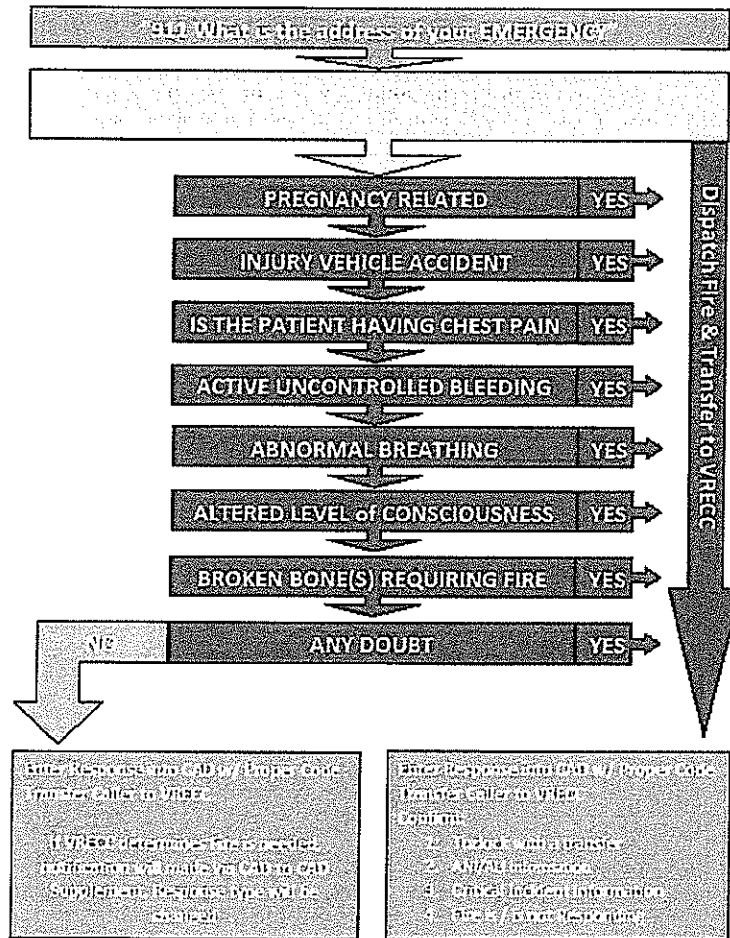
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Exhibit A Turlock Fire EMS Dispatch Protocol



Turlock Fire Department

EMS Dispatch Protocol

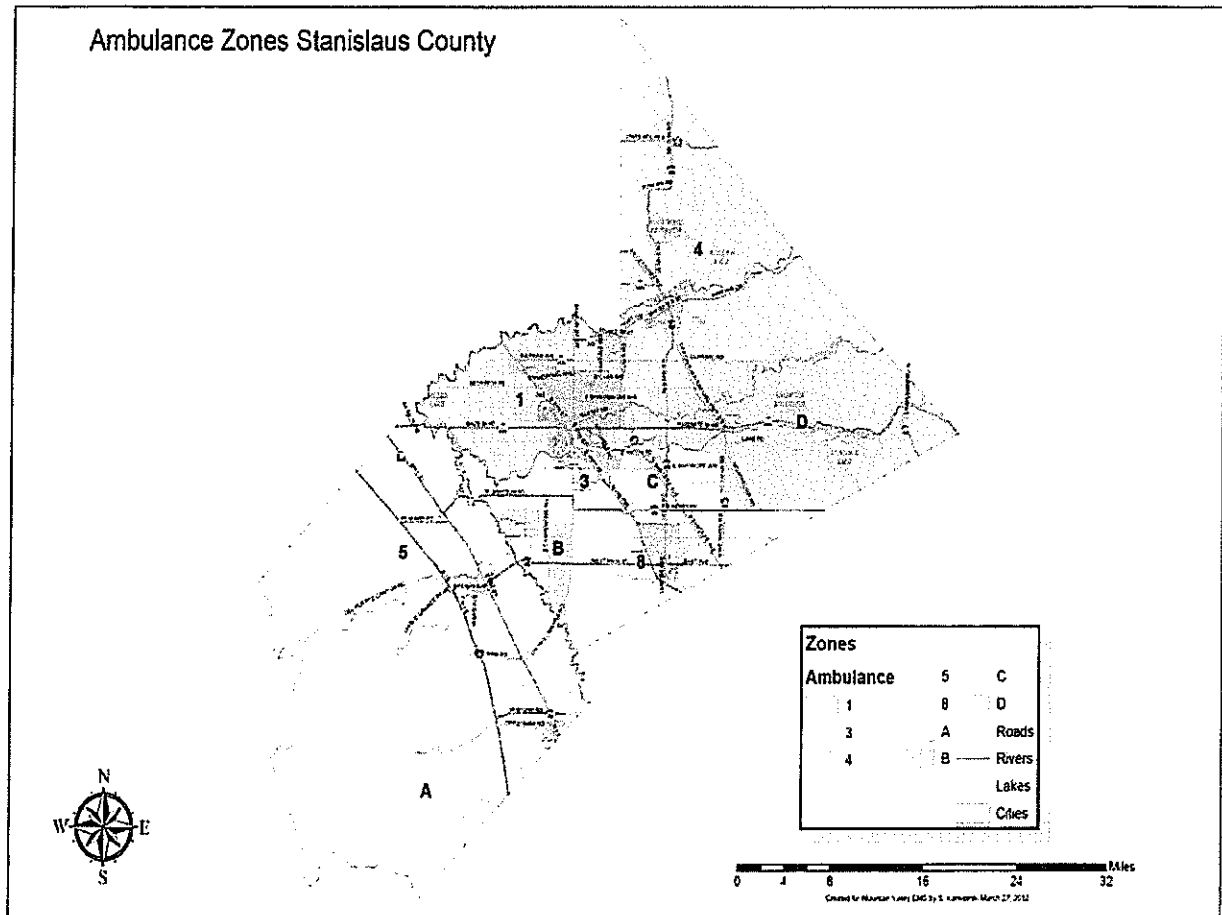


10/22/19

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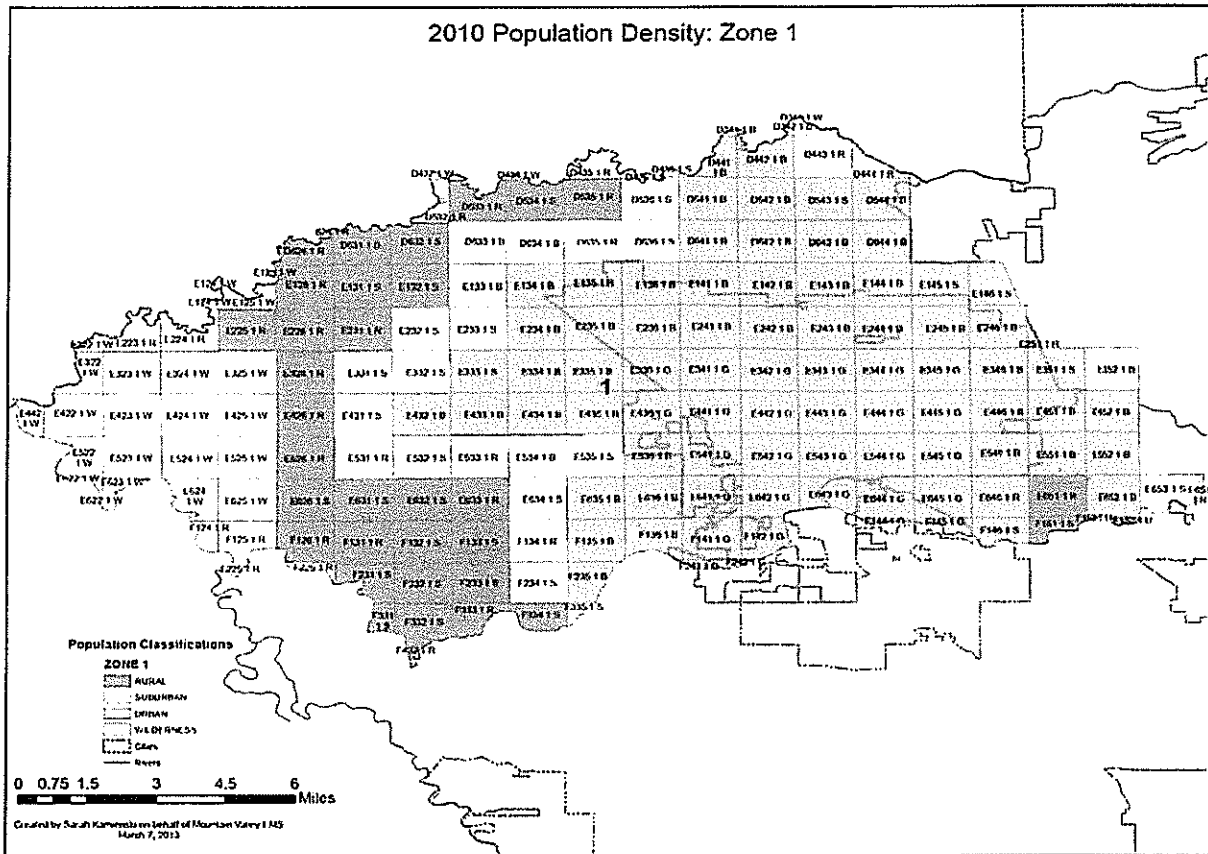
Exhibit B Stanislaus County Response Zones



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9

STANISLAUS COUNTY EOA RESPONSE ZONES AND AREAS; 1, 3, 8, B, C

ZONE 1 DESCRIPTION



Zone 1 is in north central Stanislaus County encircling the City of Modesto. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at a point directly north of Oakdale Road on the border of Stanislaus county adjacent to San Joaquin County northwest of the City of Riverbank, the line proceeds west southwesterly along the county line to the confluence of the San Joaquin River and the Tuolumne river; southeasterly along the Tuolumne River and continuing east northeasterly along the Tuolumne River to a point south of Goodwin Road; northerly to Yosemite Blvd; westerly along Yosemite Blvd to Wellsford Road; northerly along Wellsford Road to Milnes Road; northwesterly along Santa Fe tracks to Claribel Road; westerly along Claribel Road to Oakdale Road; then northerly along Oakdale Road to the Stanislaus County line adjacent to San Joaquin County northwest of the City of Riverbank at a point directly north of Oakdale Road.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

D441 – D442, D541 – D544, D641 – D644, E134 – E146, E234 – E251, E333 - E351, E432 – E452, E536- E553, E635 - E646, E652, F135 - F142, F144 - F146, F235, F241 – F242

1 SUBURBAN

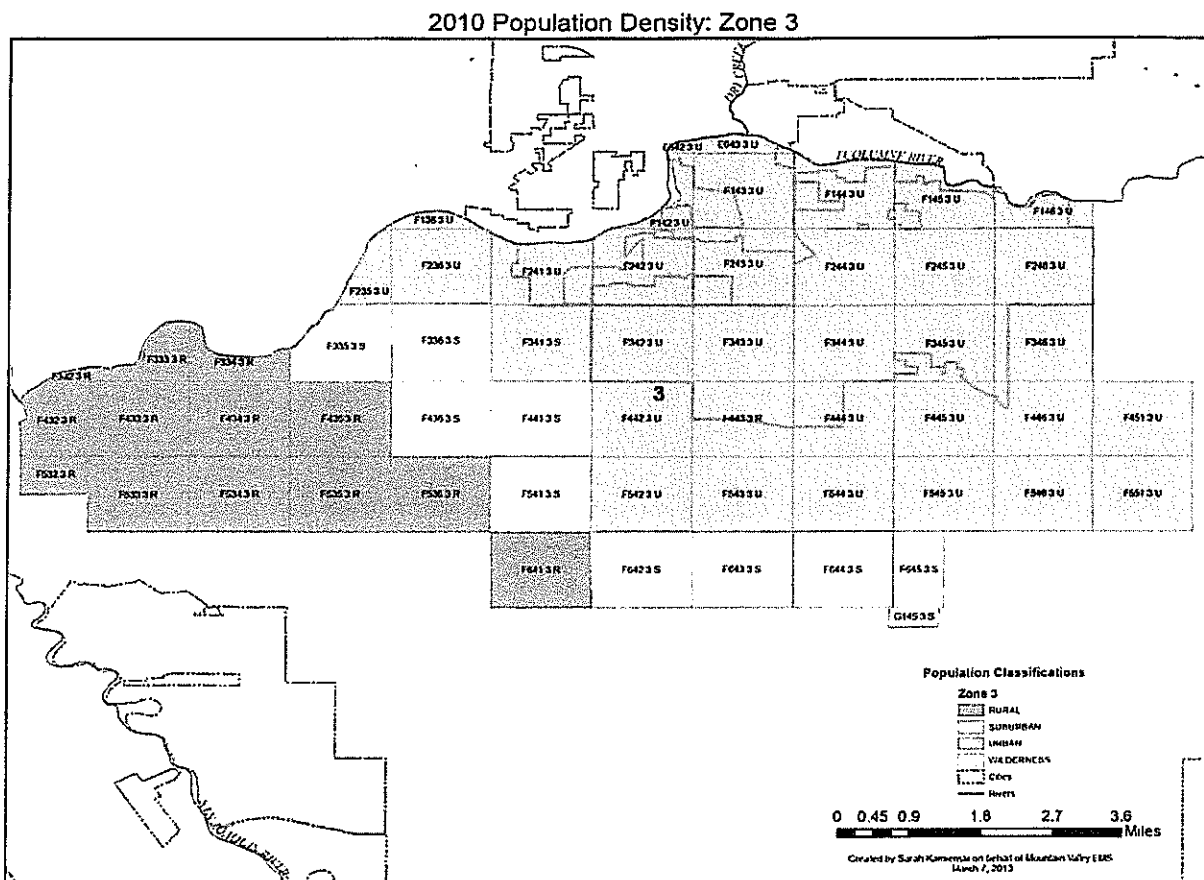
2 D443-D444, D536, D633 – D636, E133, E232 - E233, E331 – E332, E352, E431, E531 - E535, E453
3 E634, E653 - E654, F134, F234,
4

5 RURAL

6 D533 - D535, D626 - D632, E126 - E132, E225 – E231, E326, E426, E526, E353, E626 - E633, E651,
7 F126 - F133, F151 - F152, F231 – F233, F 331 - F334, F432
8

9 WILDERNESS

10 D341 - D343, D432-D433, D435 – D436, D532, E124 - E125, E222 – E224, E322 – E325, E422– E425,
11 E522 – E525, E622 - E625, F124 - F125, F225 - F226
12



ZONE 3 DESCRIPTION

Zone 3 is in the central area of Stanislaus County encircling the City of Ceres. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at Carpenter and Taylor Roads; then easterly on Taylor Road to Moffet Road; then northerly on Moffett Road to Keyes Road; then easterly on Keyes Road to Washington Road; then northerly on Washington Road to Service Road; then westerly on Service Road to Faith Home Road; then northerly on Faith Home Road to the Tuolumne River; then westerly along the Tuolumne River to a point just northwest of Broyle Road; then south to Grayson Road; then easterly on Grayson Road to Laird Road; then southerly on Laird Road to Keyes Road; then easterly on Keyes Road to Carpenter Road; then southerly on Carpenter Road to Taylor Road.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

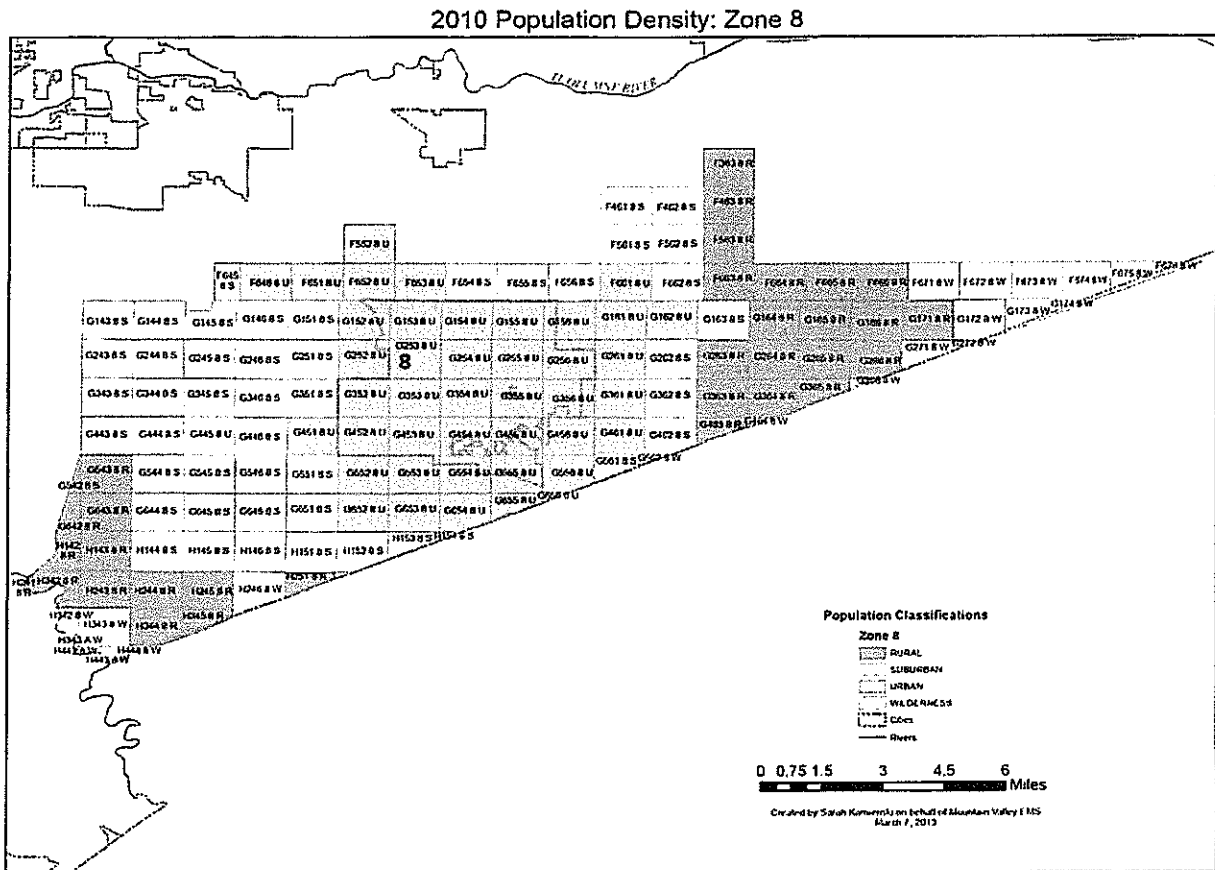
E642-E643, F136, F142-F146, F235-F246, F341-F346, F442-F451, F542-F551

SUBURBAN

F335-F336, F436 – F441, F541, F642-F645, G145

RURAL

F332 - F334, F432 - F435, F532 - F536, F641



ZONE 8 DECEPTION

Zone 8 is in the south-central area of Stanislaus County encircling the City of Turlock. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing on the border of Stanislaus County adjacent to Merced County where the San Joaquin River enters the County; then northeasterly along the County line to a point where Keyes Road exits the County; then westerly along Keyes Road to Hickman Road; then northerly along Hickman Road to Whitmore Road; then westerly along Whitmore Road to a point just east of Downie Road; then southerly to a point east of Service Road; then westerly along Service Road to Waring Road; then southerly along Waring Road to Keyes Road; then westerly along Keyes Road to Mountain View Road; then northerly along Mountain View Road to Grayson Road; then westerly along Grayson Road to Washington Road; then southerly along Washington Road to Keyes Road; then westerly along Keyes Road to Moffet Road; then southerly along Moffet Road to Taylor Road; then westerly along Taylor Road to Crows Landing Road; then southerly along Crows Landing Road to the San Joaquin River; then southerly along the San Joaquin River to the County line.

DEMOGRAPHIC ZONE GRID DESCRIPTION

URBAN

F552, F646 – F653, F661, G152 – G162, G252 – G261, G352 – G361, G451 – G461, G552 – G556, G652- G656

SUBURBAN

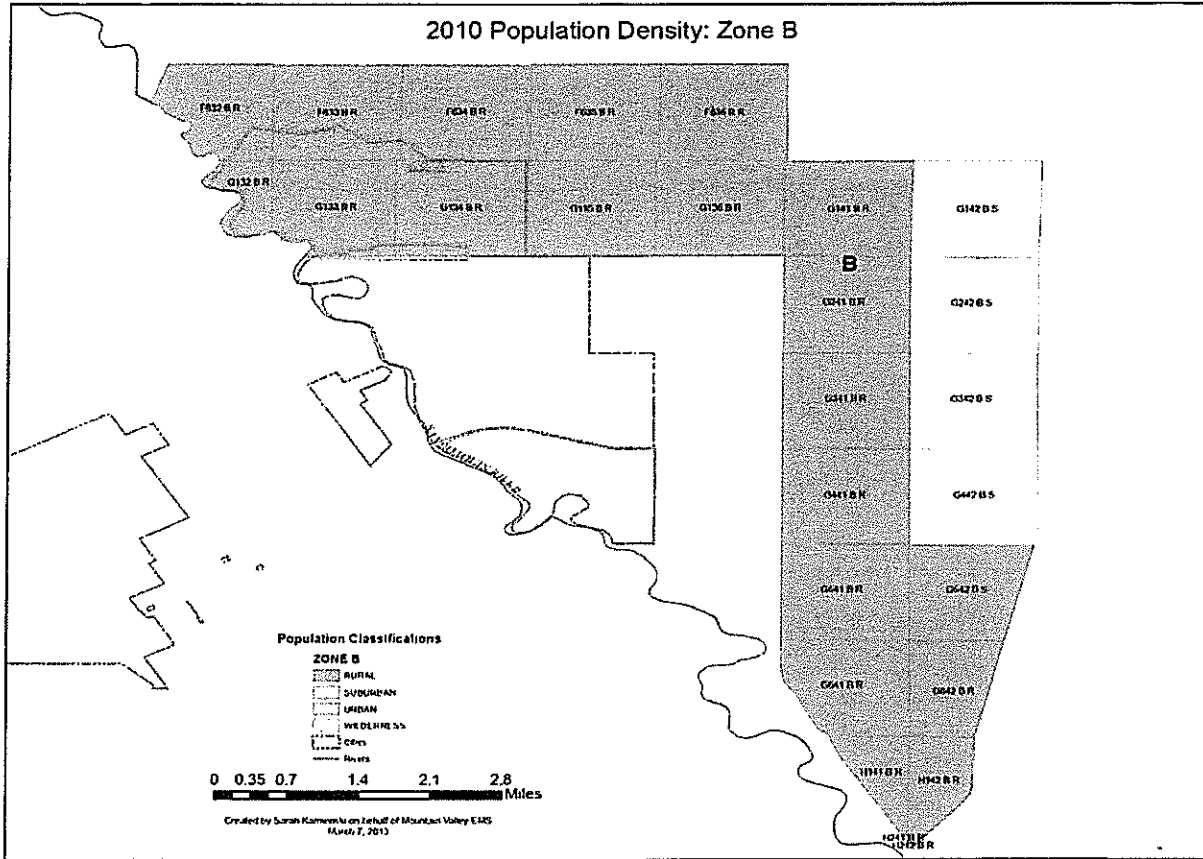
1 F461 - F462, F561 – F562, F645, F654 – F656, F662, G143 – G151, G163, G243 – G251, G262, G343 -
2 G351, G362, G443 - G446, G462, G544- G551, G561, G644 - G651, H144– H154
3

4 RURAL

5 F363, F463, F563, F663 - F666, G164 - G171, G263 – G266, G363 - G365, G463, G542 - G543, G642 -
6 G643, H142 - H143, H242 – H245, H251, H344 – H345
7

8 WILDERNESS

9 F671 - F676, G172 - G174, G271 – G272 G366, G464, G562, H246, H252, H342 -H343
10
11



ZONE B DESCRIPTION

Zone B is an area of approximately twenty square miles located in a lightly populated area shaped like an upside down inverted "L" which is nearly equidistant to the cities of Turlock in the east, Patterson in the west, and Ceres in the north. Its boundaries are specifically described as follows:

Commencing in northwestern corner at the junction of Laird Road and Keyes Road, east to Carpenter Road; south on Carpenter Road to Taylor Road; east on Taylor Road to Crows Landing Road; south on Crows Landing Road to Carpenter Road; north on Carpenter Road to Monte Vista Road; west on Monte Vista Road to the end of the road and continue in a straight line to the San Joaquin River; north east along the San Joaquin River to the Del Puerto Creek confluence; northeasterly to the Keyes Road and Laird Road Juncture.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

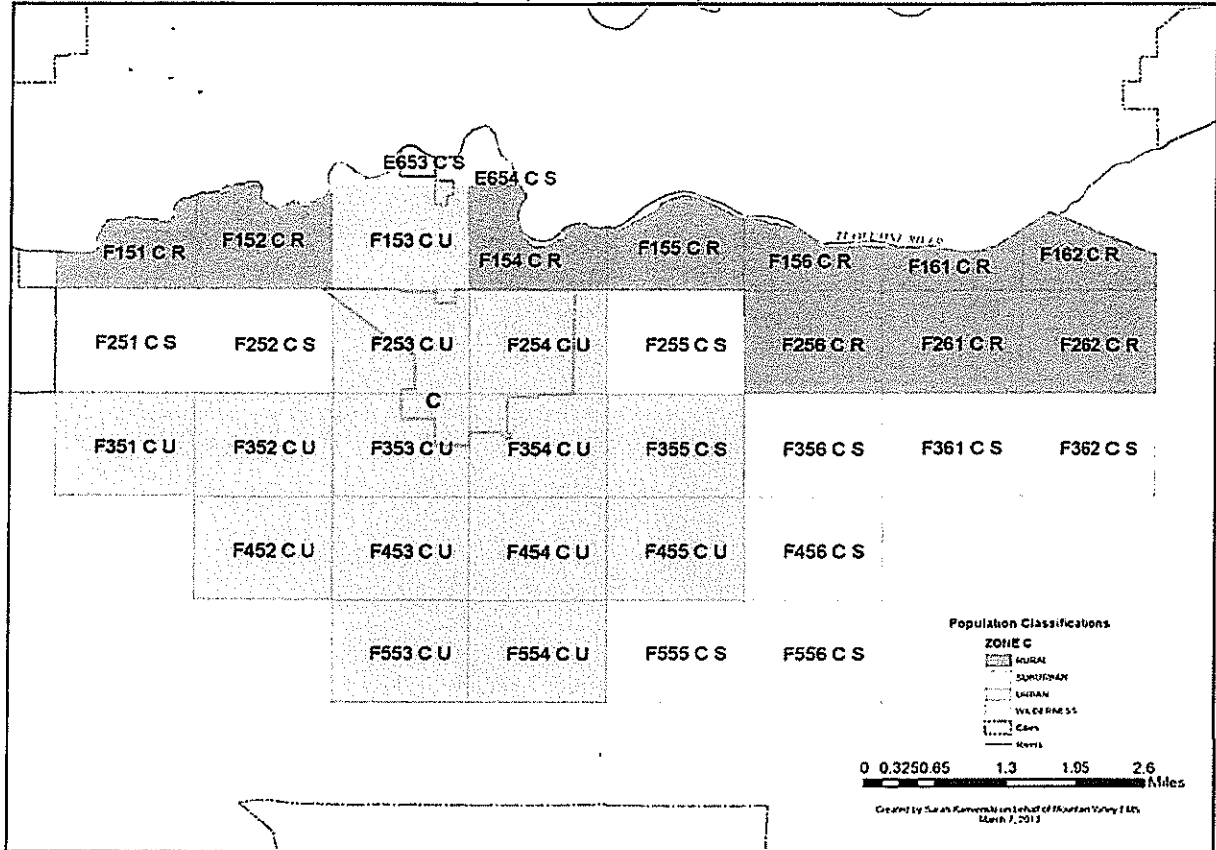
SUBURBAN

G142, G242, G342, G442

RURAL

F632-F636, G132-G136, G141, G241, G341, G441, G541, G641, G542, G642, H141, H142, H241, H242

2010 Population Density: Zone C



ZONE C DESCRIPTION

Zone C is in the east central area of Stanislaus County encircling the City of Hughson. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at the corner of Grayson and Washington Roads; then easterly on Grayson Road to Mountain View Road; then southerly on Mountain View Road to Keyes Road; then easterly on Keyes Road to Waring Road; then northerly on Waring Road to Service Road; then easterly on Service Road to a point east of Downie Road; then northerly parallel and east of Downie Road to a point northeast of Lyon and Virginia Road; then curving westerly across the northern end of Swanson Road to the Tuolumne River; then westerly along the Tuolumne River to a point north of Faith Home Road; then southerly along Faith Home Road to Service Road; then easterly along Service Road to Washington Road; then southerly along Washington Road to Grayson Road.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

F153, F253 - F254, F351-F355, F452-F455, F553-F554

SUBURBAN

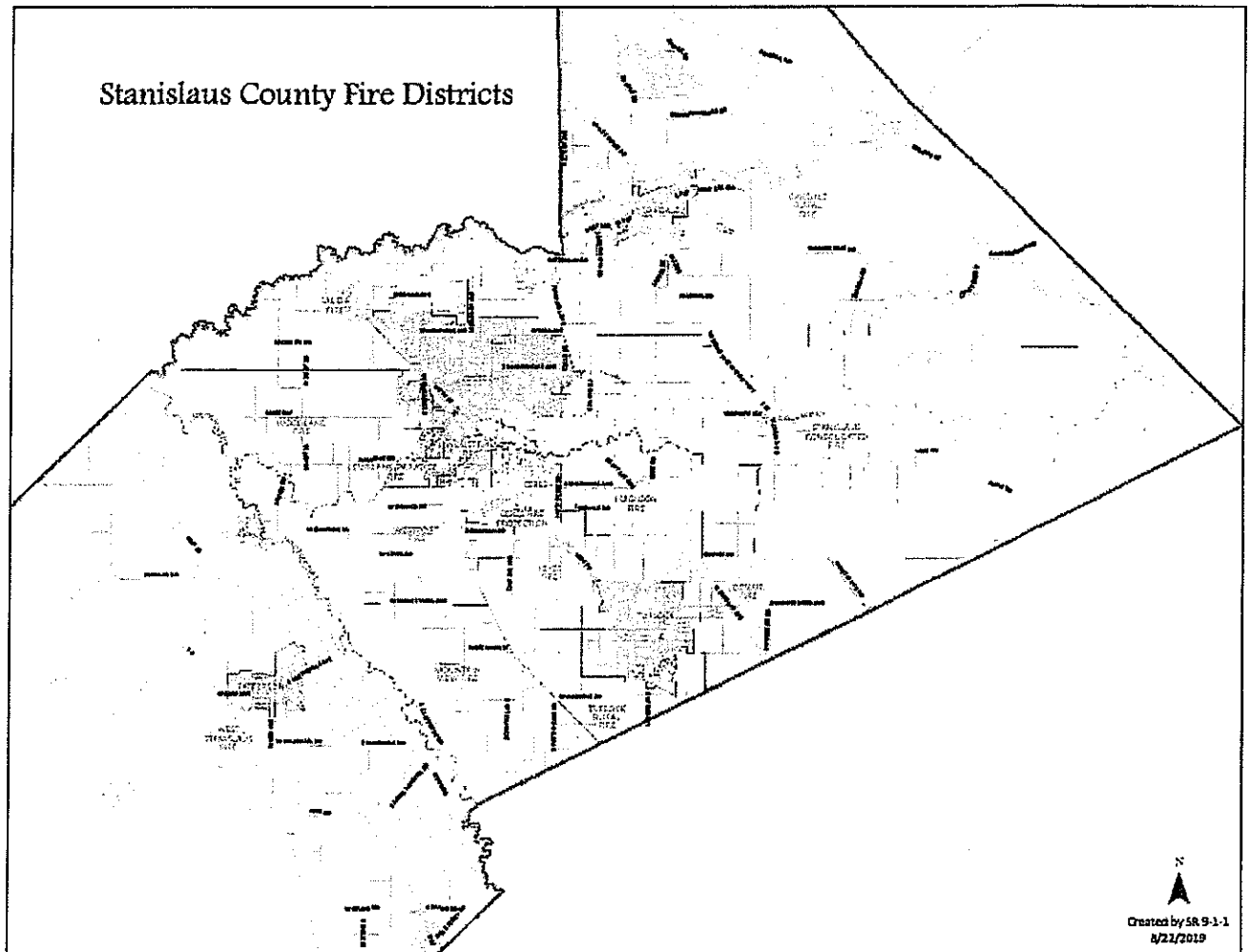
E653 - E654, F251 - F252, F255, F356-F362, F456, F555 - F556

RURAL

F151 - F152, F154 - F162, F256 - F262

1
2

Exhibit C
Fire District Response Area Map



3
4

1
2

Exhibit D

Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive pre hospital emergency medical care as defined in California Health and Safety Code 1797.52.
Agency Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in Agency policies (131.00 through 133.00).
ALS Ambulance Provider	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the AGENCY.
Authorized Dispatch Center	A dispatch center authorized by the CONTRACTOR to provide dispatch services.
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by pre hospital personnel or a public safety agency.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
EMSA	California Emergency Medical Services Authority
EMS Call	The term used to denote a condition or situation in which an individual has a need for medical attention based upon the dispatch criteria outlined in Exhibit A; or where the potential for such need is perceived by public safety personnel or pre hospital personnel at the scene of an emergency or dispatch personnel at an Authorized Dispatch Center.
FRALS Unit	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and one (1) EMT and equipped in compliance with Agency Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory
First Responder	Fire department or law enforcement personnel capable of providing appropriate pre hospital care as outlined in Title 22, California Code of Regulations.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)

Liquidated Damages	The damages that MVEMSA will sustain as a result of the injuries caused to the local EMS system due to delays and sub-standard performance under this agreement
Medical Direction	Direction given to personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the Stanislaus County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
Paramedic	As defined in California Health and Safety Code Section 1797.84.
Pre hospital personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
Quality Improvement Program	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.
Quick Response Vehicle (QRV)	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with AGENCY Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory.
Unusual Occurrence	Any occurrence or allegation of any of the following; <ul style="list-style-type: none"> A. Breach of the standard of care B. Care beyond the appropriate scope of practice C. Any alleged or known injury to a patient as a result of actions by EMS personnel D. Serious injury to EMS personnel E. Motor Vehicle Collision with all but minor property damage to FRALS, QRV or Supervisor vehicle F. Critical vehicle failure that interferes with response, or treatment G. Communication system failure that interferes with response, transport, or treatment H. Major biomedical equipment failure directly related to the care of the patient I. Serious complaints against employees J. Drug adulteration or diversion K. Suspected violations of Division 2.5 Health & Safety Code L. Failure to follow Agency policies/procedures M. Any recognition of exceptional effort or service provided by EMS personnel.

City Council Staff Report

January 14, 2020



6L

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the improvements for City Project No. 19-54, "Emergency Repair on Tuolumne Road" and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This item accepts the improvements and authorizes the City Engineer to file a notice of completion for the emergency project created by the sinkhole on Tuolumne Road.

3. DISCUSSION OF ISSUE:

In accordance with the Turlock Municipal Code Section 2-9-6 and Section 8558 of the State Government Code, Section 22050 of the Public Contract Code, and City of Turlock Resolution No. 2010-028, the Interim City Manager declared City Project No. 19-54 an emergency and ordered repair of the affected facilities.

On December 5, 2019, the Interim City Manager declared an emergency and ordered repairs to the sewer, storm, and road facilities affected by the sinkhole on Tuolumne Road. At the December 10, 2019 City Council meeting, the City Council determined there was a need to continue the emergency action in accordance with Resolution No. 2010-028.

The Public Contract Code and Turlock Municipal Code require the City Council to determine there is a need to continue the emergency action unless the City Manager terminates the action. On December 21, 2019, the Interim City Manager terminated the emergency declaration and the project was deemed complete. The emergency work has been completed and the road is open to traffic. All items of work have been completed in a manner that is acceptable to the City Engineer.

While the exact cause for the sinkhole has not been determined, it was most likely due to aging infrastructure combined with the localized chemical composition of the

sewage. As the sewage breaks down, microbes emit hydrogen sulfide, which is the same gas that is also responsible for raw sewage's unpleasant smell. Different bacteria then convert the hydrogen sulfide into sulfuric acid which dissolves the concrete sewer pipes. This type of failure is consistent with the field observations of the pipe that was removed. A total of just over 500 linear feet of pipe was replaced along with associated manholes, paving, and median curb. The area that was paved will be slurry sealed with the next slurry seal this summer. Staff will conduct future investigations to determine if there are facilities that need to be replaced to avoid instances like these from occurring again.

The cost of this project is still being calculated and reviewed. Staff will bring a report to Council for an appropriation and transfer of funding once the final project costs are known. This project will be paid from Fund 410 (Water Quality Control) Reserves and no General Fund monies will be used.

4. BASIS FOR RECOMMENDATION:

- A. Per Council Resolution No. 2010-028, the City Manager is delegated the authority to declare an emergency and order repair of or replacement of public facilities forgoing the formal bid process.
- B. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

This work will not impact the General Fund. The total fiscal impact of this project has yet to be determined. The final project cost is still being calculated and reviewed and an appropriation and transfer of Fund 410 Reserves will be presented to Council at a future Council meeting.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that the Council made on December 10, 2019, and therefore no determination is needed.

8. ALTERNATIVES:

- A. Council could reject authorizing the City Engineer to file a Notice of Completion. Staff does not recommend this alternative as filing a Notice of Completion statutorily reduces the time frame in which a contractor may submit claim.

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. 19-54
EMERGENCY REPAIR ON TUOLUMNE ROAD**

Notice is hereby given that work on the above-referenced project located on West Tuolumne Road, Turlock, California, was completed by the undersigned agency on January 14, 2020. The contractor of work is George Reed, Inc., 140 Empire Ave., Modesto, California, 95352 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

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

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on January 15, 2020 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK }
 MUNICIPAL CODE TITLE 8, CHAPTER 1, }
 ARTICLE 1; CHAPTER 2, ARTICLE 1; }
 CHAPTER 5, ARTICLE 1; AND CHAPTER 6, }
 ARTICLE 1 TO ADOPT THE 2019 CALIFORNIA }
 BUILDING STANDARDS CODE WITH SPECIFIC }
 MODIFICATIONS BASED ON LOCAL }
 CONDITIONS }

ORDINANCE NO. -CS

WHEREAS, the California Health and Safety Code Sections 17958, 17598.5, and 17958.7 require the governing body of a city, before making any modifications or changes to the California Building Standards Code, to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City of Turlock Municipal Code Title 8 Chapters 1, 2, 5, and 6 of is being amended to adopt the 2019 California Building Standards Code with specific modifications based on local conditions; and

WHEREAS, the following publications are hereby adopted by reference and incorporated in this code, except as expressly amended or superseded by the provisions of this chapter, Title 24, 2019 Edition of the California Building Standards Code including the following parts.

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

SECTION 1. LEGISLATIVE FINDINGS: Modifications and changes contained in the Turlock Municipal Code Title 8 regarding building regulations are required in order to provide specific and greater protection to public health, safety and welfare than are afforded by the California Building Code due to local climatic, geological and topographical conditions. The legislative findings for such modifications and changes are made pursuant to sections 17958.5 and 17958.7 of the California Health and Safety Code.

SECTION 2. AMENDMENT: Title 8, Chapter 1, Article 1, Section 102 is hereby amended to read as follows:

8-1-102 Adoption.

The following publications are hereby incorporated herein by reference and are adopted by the City of Turlock as the Building Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

(a) Title 24, 2019 Edition, of the California Building Standards Code including the following parts:

- (1) Part 1, California Administrative Code;
- (2) Part 2, California Building Code, Volumes 1 and 2, Chapters 1 through 26, 31, Section 3109, and incorporating Appendix H, Signs, and Appendix I, Patio Covers;
- (3) Part 2.5, California Residential Code, Chapters 1 through 10, and including, Appendix H, Patio Covers, Appendix V, Swimming Pool Safety Act; and Appendix X (emergency housing)
- (4) Part 3, California Electrical Code, including Informative Annex Chapters A, B, C and D;
- (5) Part 4, California Mechanical Code, including Appendix Chapters A, and B;
- (6) Part 5, California Plumbing Code, including Appendix Chapters A, B, D and I;
- (7) Part 6, California Energy Code, including Appendix Chapters;
- (8) Part 8, California Historical Building Code, including Appendix Chapters;
- (9) Part 10, California Existing Building Code, including Appendix Chapters
- (10) Part 11, California Green Building Standards Code, Chapters 1 through 8;
- (11) Part 12, California Referenced Standards Code, including Appendix Chapter A

(b) The Uniform Housing Code, 1997 Edition, as published by the International Conference of Building Officials;

(c) The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials.

One (1) copy of said California Building Standards Code and all other referenced publications, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 3. AMENDMENT: Title 8, Chapter 1, Article 1, Section 103 is hereby amended to read as follows:

8-1-103 Finding of necessity for stricter standard.

The legislative body hereby makes the finding that a stricter standard than provided by the California Building Code, Section 2111.14.1, Volume 2, 2019 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic conditions which exist in the City during the high-usage period of late fall and

winter months, the California Building Code has proven to be insufficient to prevent the high number of fires which have occurred under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

The legislative body hereby makes the finding that a stricter standard than provided by the California Residential Code, Sections R313.1.1 and R313.2.1, 2019 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic and geologic conditions which exist in the City, the California Residential Code has proven to be insufficient to account for variations in service water pressure to be supplied to residential fire sprinkler systems. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

The legislative body hereby makes the finding that a stricter standard than provided by the California Residential Code, Section R1005.3, 2019 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic conditions which exist in the City during the high-usage period of late fall and winter months, the California Residential Code has proven to be insufficient to prevent the high number of fires which have occurred under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

SECTION 4. AMENDMENT: Title 8, Chapter 1, Article 1, Section 104, subsections (g) and (k), through (r) are hereby amended to read as follows:

8-1-104 Amendments, additions and deletions to the California Building Code.

The following amendments, additions and deletions are made to the California Building Code adopted by this chapter:

(a) Section 1.11.2.1.1 No. 1, shall be amended to read as follows:

1. The City of Turlock delegates to the Chief Building Official the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R-3 occupancies, as described in Section 310.1 of Part 2 of the California Building Standards Code.

(b) Section 103.2, Appointment, shall be amended to read as follows:

The Chief Building Official shall be appointed by the City Manager and shall have the authority of the Chief Building Official granted in said Code.

(c) Section 105.1 shall be amended to read as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to occupy an existing building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

(d) Section 105.1.1, Annual Permit. Not adopted.

(e) Section 105.1.2, Annual Permit Records. Not adopted.

(f) Section 105.2 No. 2 shall be amended to read as follows:

Timber fences not over 7 feet (2,134 mm) high and masonry fences not over 6 feet (1,829 mm) high.

(g) Section 105.2 No. 9 shall be amended to read as follows:

Prefabricated swimming pools accessory to Group R-3 occupancy that are less than 24" deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.

(h) Section 105.2 No. 10 shall be amended to read as follows:

Shade cloth structures constructed for nursery or agricultural purposes, not including service systems and Group M occupancies.

(i) Section 105.8 shall be added to read as follows:

105.8 Responsibility of permittee. Building permits shall be presumed to incorporate the provisions that the applicant, the applicant's agent, employees or contractors shall carry out the proposed work in accordance with the approved plans and with all requirement of this code and any other laws or regulations applicable thereto, whether specified or not. No approval shall relieve or exonerate any person from the responsibility of complying with the provisions and intent of this code.

(j) Section 107.2.3, Means of egress, shall be amended to read as follows:

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. The construction documents shall designate the number of occupants to be accommodated on every floor and in all rooms and spaces. The Chief Building Official shall be authorized to waive this requirement on a case-by-case basis.

(k) Section (A)109.4 shall be amended to read as follows:

(A) 109.4 Work Commencing before Permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee of \$200 or twice the normal plan check, inspection and administrative fees, whichever is greater. This fee shall be in addition to any other required permit fees.

(l) Section 110.1, General, shall be amended to add the following:

A survey of the lot may be required by the Chief Building Official to verify that the structure is located in accordance with the approved plans.

(m) Section 110.3 shall be amended to read as follows:

110.3.3 Structural Inspection. Structural inspection shall be made after all gravity and lateral structural elements including, but not limited to, any specified hardware such as strapping, anchors or connectors are complete and in place and before weather tight and any lathing or non-structural gypsum board is applied.

(n) Section 110.3.4, Frame inspection, shall be amended to read as follows:

110.3.4 Frame inspection. Framing inspections shall be made after the roof is loaded, the building is substantially weather tight, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are completed.

(o) Section 110.3.5, Lath and gypsum board inspection, shall be amended to delete the following:

Exception; Gypsum board that is not part of a fire resistance rated assembly or a shear assembly.

(p) Section 110.3. 12 shall be added as follows:

110.3. 12 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the inspection record is not posted or not otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the Chief Building Official.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

(q) Section 2111.14.1 shall be amended to add the following:

Factory-built chimneys and fireplaces shall be separated from combustible construction by materials approved for one hour fire-resistive construction on the fireplace and chimney side.

(r) Add Section 3130B.2 as follows:

3130B.2 Allowance for diatomaceous earth media filters. The installation of swimming pool filters which use diatomaceous earth (D.E.) as a media shall only be allowed if a separation tank is provided.

SECTION 5. AMENDMENT: Title 8, Chapter 1, Article 1, Section 105, subsections (c) through (h) are hereby amended to read as follows:

8-1-105 Amendments, additions and deletions to the California Residential Code.

The following amendments, additions and deletions are made to the California Residential Code adopted by this chapter:

(a) Section 1.11.2.1.1.1 shall be amended to read as follows:

The City of Turlock delegates to the Chief Building Official the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R-3 occupancies as described in Section 1.1.3.1 or CCR Part 2, California Building Code, Section 310.1.

(b) Section R101.1 shall be amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Turlock and shall be cited as such and will be referred to herein as "this code."

(c) Section 108.6 shall be amended to read as follows:

108.6 Work Commencing before Permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee of \$200 or twice the normal plan check, inspection and administrative fees, whichever is greater. This fee shall be in addition to any other required permit fees.

(d) Section R313.1.1, Design and Installation, shall be amended to read as follows:

Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section R313 or NFPA 13d with a design pressure of 40 pounds per square inch or based on the results of a hydrant flow test conducted by the City of Turlock Fire Department within the previous 12 months.

(e) Section R313.2.1, Design and Installation, shall be amended to read as follows:

Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section R313 or NFPA 13d with a design pressure of 40 pounds per square inch or based on the results of a hydrant flow test conducted by the City of Turlock Fire Department within the previous 12 months.

(f) Table R301.2(1) is hereby amended to read as follows:

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From:			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazard s	Air Freeze Index	Mean Annual Temp
	Speed MPH	Topographic Effects		Weathering	Frost Line Depth	Termite					
0	85	No	D	Negligible	12 inches	Very heavy	n/a	n/a	Flood Zone x	0	60

MANUAL J DESIGN CRITERIA

Elevation	Latitude	Winter Heating	Summer cooling	Altitude Correction factor	Indoor Design temperature	Design Temperature cooling	Heating Temperature difference
100	38	34	99	1.00	70	75	36
Cooling Temperature difference	Wind Velocity heating	Wind Velocity cooling	Coincident Wet bulb	Daily range	Winter Humidity	Summer humidity	
-61	15	7.5	70	40	50%	50%	

(g) Section R1005.3 shall be amended to add the following:

Factory-built chimneys and fireplaces shall be separated from combustible construction by materials approved for one hour fire-resistive construction on the fireplace and chimney side.

SECTION 6. AMENDMENT: Title 8, Chapter 2, Article 1, Section 02, is hereby amended to read as follows:

8-2-01 Purposes.

The purposes of this chapter are to provide minimum standards to safeguard life, limb, health, property, and the public welfare by regulating and controlling the design, construction, installation, alteration, repair and quality of materials for electrical work within the City of Turlock.

8-2-02 Adoption of the Electrical Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Electrical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Electrical Code, 2019 Edition, based on the 2017 National Electric Code, including Annex A, B, and C as published by National Fire Protection Association and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Electrical Code, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

8-2-03 Definitions.

Whenever the following words appear in the California Electrical Code, they shall be deemed to mean as follows:

- (a) "Chief Electrical Inspector" shall mean the Chief Building Official or his deputies.
- (b) "Residential structures," as used in this chapter, means single-family and multifamily dwelling units and attached accessory uses only. Convalescent hospitals, rest homes, hotels and motels shall be considered as commercial.

8-2-04 Assistance to inspectors.

Upon reasonable advance notice being given to the Building Division, the contractor shall furnish the necessary help and equipment to assist the inspector to inspect the work done. This help shall be provided during normal working hours of the trade involved and in a reasonable length of time proportionate to the size of the job.

8-2-05 Permit: Issuance: Required licenses.

No permit shall be issued to any person to do or cause to be done any electrical work regulated by this chapter, except to a person holding a valid unexpired and unrevoked California electrical contractor's license and City contractor's business license, except when and as otherwise provided in this chapter.

8-2-06 Permit: Issuance to owner.

Any permit required by this chapter may be issued to any person to do any electrical work regulated by this chapter in the event that person is the bona fide owner of any such buildings.

8-2-07 Repealed.

8-2-08 Repealed.

8-2-09 Exceptions to fees.

The following-named owners of proposed buildings shall be required to secure a building permit, if the provisions of this chapter apply to such buildings, but they shall be exempt from the requirements for payment except where the City incurs an actual cost for any plan-checking or permit fee for such buildings: the Federal, State, and County governments and any municipality, school district or other district, agency, or jurisdiction supported by public taxation.

8-2-10 Licenses required.

Nothing contained in this chapter, or the codes adopted by this chapter, shall be construed or deemed to be a waiver of the applicable provisions of the Municipal Code of the City requiring contractors, subcontractors, or specialty contractors to obtain licenses from the City under the circumstances and conditions therein prescribed.

8-2-11 Violation: Misdemeanor.

Violation of any provision of this chapter or any code adopted by the City Council shall constitute a misdemeanor punishable as provided in Chapter 1-2 TMC.

SECTION 7. AMENDMENT: Title 8, Chapter 5, Article 1, Section 102, is hereby amended to read as follows:

8-5-102 Adoption of the Plumbing Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Plumbing Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Plumbing Code, 2019 Edition, including Appendix A, , B, D, and I based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Plumbing Code, 2019 Edition, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 8. AMENDMENT: Title 8, Chapter 6, Article 1, Section 02, is hereby amended to read as follows:

8-6-102 Adoption of the Mechanical Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Mechanical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Mechanical Code, 2019 Edition, including Appendix A, and Appendix B , based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Mechanical Code, 2019 Edition, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 9. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 10. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this ____ day of _____, 2020.

AMY BUBLAK, Mayor

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK }
 MUNICIPAL CODE TITLE 4, CHAPTER 3, }
 ARTICLE 1, ARTICLE 2, ARTICLE 3, AND }
 ARTICLE 4 TO ADOPT THE 2019 CALIFORNIA }
 FIRE CODE WITH SPECIFIC MODIFICATIONS }
 BASED ON LOCAL CONDITIONS }

ORDINANCE NO. -CS

WHEREAS, the California Health and Safety Code Sections 17958, 17598.5 and 17958.7 require the governing body of a city, before making any modifications or changes to the California Building Standards Code, to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4 is being amended to adopt the 2019 California Fire Code (CFC) with specific modifications based upon local conditions.

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

SECTION 1. LEGISLATIVE FINDINGS: Modifications and changes contained in the Turlock Municipal Code Title 8 regarding building regulations are required in order to provide specific and greater protections to public health, safety and welfare than are afforded by the California Building Standards Code due to local climatic, geological and topographical conditions. The legislative findings for such modifications and changes are made pursuant to Sections 17958.5 and 17958.7 of the California Health and Safety Code.

SECTION 2. AMENDMENT: Title 4, Chapter 3, Article 1, Article 2, Article 3 and Article 4 is hereby amended to read as follows:

Article 1. Adoption of California Fire Code

4-3-101 Purpose: Adoption, amendment and authorization.

(a) The California Fire Code, Edition 2019, and the secondary codes and publications adopted by reference in this section and TMC 4-3-102 are adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion and is the fire code of the City of Turlock except for those specific amendments thereto made in this chapter.

(b) Any and all amendments herein are permitted and authorized by the organizations and associations publishing the 2019 California Fire Code and the secondary codes and publications.

(c) The 2019 California Building Code, Title 24, California Code Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2018 Edition, with errata, published by the International Code Council, including Chapter 1 with Divisions I & II but

deleting section 108 and sections 305, 306, 307, 308.1.4, 308.1.6.3, 309, 503, 510.3 and 5601.2.1, save and except such portions as hereinafter deleted, modified, or amended, are hereby adopted as the fire code of the City of Turlock pursuant to the City's police powers provided for in the California Constitution, Article 11, Section 7, to legislate for the public health and safety.

4-3-102 Adoption by reference of the 2019 California Fire Code.

That document, one (1) copy of which is on file in the office of the City Clerk, and designated as

"California Fire Code, 2019 Edition" (hereinafter referred to in this chapter as CFC), Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, G, I, N and O with errata, thereto, as compiled and published by the International Code Council, which code prescribes regulations governing conditions hazardous to life and property from fire and explosion, as hereinafter amended, deleted and added to, is hereby adopted by reference as the fire code of the City of Turlock.

4-3-103 Adoption of secondary codes.

The current edition of the National Fire Codes published by the National Fire Protection Association (NFPA) is adopted as a secondary code and by this reference is incorporated herein as though set forth in full.

4-3-104 Fees.

(a) Permit fee. The Council may, from time to time, by resolution, adopt a fee for any permit issued pursuant to the Fire Code.

(b) Plan check fee. Plan check fees will be collected for all projects requiring a permit. Fees will be charged according to the established City fee schedule. Fees shall be collected when the permit is issued. If the permit is not issued within one (1) year, the permit will be voided and incurred fees will be billed to the person requesting the permit.

(1) Where plans are incomplete or changed so as to require an additional plan check, an additional plan check fee shall be charged at a rate shown in a schedule setting forth fees as adopted from time to time by resolution of the City Council.

(c) Re-inspection fee. The Council may, from time to time, by resolution, adopt a fee for costs associated with multiple re-inspections conducted to obtain compliance with any notice, order or tag issued pursuant to the Fire Code.

(1) Where the assessment of re-inspection fees is authorized, the Fire Chief shall provide the responsible person with a written notice assessing the re-inspection fees. The written assessment shall contain the following information:

- (i) The amount of fees charged;
- (ii) The corresponding dates when re-inspections took place; and
- (iii) A deadline by which the re-inspection fee must be paid.

(2) Notification of the re-inspection fee assessment shall be provided to the responsible person by personal delivery or certified mail, return receipt requested.

(3) The failure of any responsible person to receive notice of the re-inspection fees shall not affect the validity of any fees imposed under this article.

(4) Final determination of an inspection or re-inspection fee shall create a debt in the nature of a quasi-contractual obligation, including an award of reasonable attorney's fees, in favor of a prevailing party running from the property owner to the City. The City shall collect the assessed re-inspection fees by the use of all appropriate legal means, including but not limited to referral to the Finance Division for collection in small claims court or by imposition of a lien.

4-3-105 Alternate materials.

Section 104.9 of the CFC is amended to read as follows:

Whenever the Fire Chief disapproves an application for use of alternate materials, methods and/or types of construction, disapproves an application for permit or refuses to grant a permit applied for, or when it is claimed that the provisions of the Code do not apply or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision as provided by Title 1, Chapter 4 of this Code.

4-3-106 Citations.

Section 110.3 of the CFC is amended to read as follows:

Citations. Persons operating or maintaining an occupancy, premises, or vehicle subject to the Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the Fire Chief shall be guilty of a misdemeanor or infraction at the discretion of the Fire Chief. The Council may from time to time adopt a bail schedule for CFC violations. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Article 2. Amendments to the California
Fire Code**

4-3-201 Authority of fire personnel to exercise powers of police officers.

Section 103.3 of the CFC is hereby amended to read as follows:

The Fire Chief, Division Chiefs, Fire Marshal, and members of the Fire Department conducting Prevention Bureau and/or Fire Investigation unit duties shall have the powers of a Police Officer in performing their duties under this Code.

4-3-202 Permit required for certain operations.

(a) Section 105.6 of the CFC is hereby amended to read as follows:

(b) Section 105.6.16(3) of the CFC is amended as follows:

To store, handle or use Class II, Class III-A and Class III-B liquids in excess of twenty-five (25) gallons in a building or in excess of fifty-five (55) gallons outside a building.

(c) Sections 105.6. 19 and 105.6.32 of the CFC are hereby deleted.

4-3-203 Approved automatic fire sprinklers.

Section 903.7 of the CFC is amended by adding the following sections:

1. Approved automatic sprinkler systems are integrated systems of underground and overhead piping including a water supply of a type such as a gravity tank, fire pump, reservoir or pressure tank of a connection by underground piping to a city main, and which comply in all respects with the requirements adopted for such systems as described in the NFPA Pamphlet No. 13, as it now exists or as it may from time to time be amended. All required sprinkler systems shall meet NFPA 13 commercial standards unless mentioned below.

Two story condominium/apartment buildings may be approved with NFPA 13R systems with attic protection. The sprinklers are to have interior warning devices approved by the Fire Chief.

With approval from the Fire Chief, condominium projects with property lines between the units may be protected with NFPA 13R or 13D systems. The sprinkler systems shall have an approved interior warning device approved by the Fire Chief.

2. Approved automatic sprinkler systems shall include a waterflow detecting device, and valves controlling such systems, and shall be supervised by a monitoring device or devices. Waterflow and monitoring devices shall operate on a continuous basis, to provide immediate notification of any activation of such systems to a central station as described in the NFPA Pamphlet No. 72, as it now exists or as it may from time to time be amended. Underground key or hub valves in roadway boxes provided by the City or a public utility need not be monitored.

Sprinkler riser rooms and Fire Department connections shall be marked as requested by the Fire Chief.

3. Notwithstanding the provisions of this Code or the provisions of any other codes of the City of Turlock, approved automatic sprinkler systems shall be installed in those buildings, structures or combination of building and structure hereinafter constructed, which meet any one (1) of the following criteria:

(a) Have a total aggregate floor area of five thousand (5,000) square feet or more. Aggregate floor area shall be determined by measuring and totaling the area within the outside walls of the structure for each floor, or mezzanine and basement; the area beneath all attached projections from the outside walls that are four (4') feet or larger; and the floor area of any attached garage. If the structure has no outside walls, the area shall be measured from the edge of the eaves projection. If structures are within six (6') feet of each other as measured from the outside walls, or any projection therefrom, or are

attached by a breezeway or a covered walkway, the measured floor area of each shall be aggregated.

(b) Are three (3) stories or more, irrespective of height; including basements, cellars and/or mezzanines.

(c) When an existing building is modified to cause it to exceed any of the thresholds set forth above.

(d) Any new building constructed for a Group A occupancy (as defined in California Building Code Section 303.1) or modified for Group A use.

4. Exceptions: When applying the provisions of this chapter, each portion of an existing building or structure separated by one (1) or more fire walls may be considered a separate building or structure; provided, that the fire walls meet the requirements of Section 705 of the current adopted edition of the California Building Code and the individual areas do not exceed the limits specified in Section 4-3-203 (3)(a) of this Code. Fire walls may not be added to avoid the installation of fire sprinklers in new buildings. Fire walls may not be added to existing buildings during remodel/addition to avoid the installation of fire sprinklers.

5. The Fire Chief shall have the power and authority to modify the enforcement of any part of this section. Such modification shall be upon terms and conditions as he/she shall deem proper, and shall become validated by passage of a Resolution from the City Council of the City of Turlock.

6. Nothing in this subsection is intended to provide a lesser degree of protection than that required in the presently adopted version of the California Building Code or provide for a waiver of its provisions unless such provision of this subsection provides for sprinkler protection in an area or areas not required in the building.

4-3-204 Fire Department access.

(a) Appendix D Section D103.5(1) of the CFC is amended by adding:

Gated communities may be approved to have fifteen (15') foot gates when automatic opening devices such as Opticom systems or the equivalent are installed and when approved by the Fire Chief. Knox Box access shall also be provided. Dual keyed Knox products for Police access shall be required.

(b) Appendix D Section D103.5(6) of the CFC is amended by adding:

Manual opening access gates may not be locked with a chain and padlock unless a Knox padlock is installed in the chain or a Knox Box with keys to the gate is added to the gate location. Dual keyed access for the Police Department shall be required.

(c) Appendix D Section D102.1 of the CFC is amended by adding:

Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt or concrete capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.

(d) Section 506.3 of the CFC is amended by adding:

All commercial projects (new, remodel, addition and change of occupancy, or occupancy inspection) in the City may be required to provide a Knox Box (key box). A Knox Box capable of containing Material Data Safety Sheets (MSDS) sheets and Hazardous Materials plans will be required at commercial sites with significant amounts of hazardous materials. The Fire Chief may require additional Knox Boxes and padlocks to large buildings or projects.

(e) Section 504.1 of the CFC is amended by adding:

A clear walkway to the rear of any building shall be provided for firefighter access. The clear walkway shall include a minimum 24 inch gate in fences and 30 inch clear path. The clear path may be grass, soil or solid surface.

(f) Section 505.1 of the CFC is amended by adding:

Residential numbers shall be illuminated from dusk to dawn.

(g) Section 505.1.1 of the CFC is amended by adding:

New commercial buildings, commercial buildings undergoing occupancy change and commercial buildings undergoing renovation shall have a minimum of 6 inch Arabic numerals or alphabet letters indicating the building's street address. The numerals and letters are to have a 3/4 inch stroke and contrast with their background. The address shall be internally or externally illuminated from dusk until dawn. The address shall face the street or road fronting the property. Buildings which set back from the road or street over 100 feet may be required to have larger numerals/letters as required by the Fire Chief. Rear addresses may be required due to property configuration.

(h) Section 506.1.1 of the CFC is amended by adding:

When gates are required or requested across required fire access lanes, an automatic gate may be required. The gate will be required to open with the Opticom strobe light system used by the Turlock Fire Department. A Knox Box entry will also be required.

(i) Section 912.4.1 of the CFC is amended by adding:

Locking Knox fire department connection caps will be required on all new installations. Knox caps will be required on existing fire department connections when required by the Fire Chief.

(j) Section 912.8 of the CFC is amended by adding:

A fire hydrant shall be located within 75' of all required fire department connections. Fire hydrants serving sprinkler systems shall be located on the City side of the back flow prevention device.

(k) Section 912.9 of the CFC is amended by adding:

Fire hydrants shall not be placed on the fire suppression side of a fire department connection. The Fire Chief may require a looped underground fire service to large projects when deemed necessary.

4-3-205 Agricultural fire/pit barbecues/bonfires.

(a) Section 307 of the CFC is amended by adding Section 307.2.2 as follows:

The only open burning allowed in the City will be products of agricultural pursuit. A permit shall be issued by the City and the San Joaquin Valley Air Control District.

(b) Section 307.4.1 of the CFC, Bonfires, is deleted.

4-3-206 Electronic disconnects/solar photovoltaic systems.

Section 604.3.2 of the CFC is amended by adding:

The main electrical service to any commercial building must be accessible for emergency shut-off from the outside of the building. This may be accomplished by providing a (one) main disconnect or a shunt trip device. If a generator system activates automatically when the shunt trip or main disconnect is shut down, a control to stop the generator must be located with the main disconnect or shunt trip. Shunt trips or main disconnects and generator controls shall be identified by signs approved by the Fire Chief. Exception: Electrical control room with a marked door that is accessible from the outside of the building.

4-3-207 Use of incinerators.

Section 603.8 of the CFC is hereby amended to read as follows:

The use of incinerators within the City limits of the City of Turlock is prohibited. Exception: Human and pet incinerators.

4-3-208 False alarms.

Section 907.1.6 of the CFC is hereby amended to read as follows:

It shall be unlawful for a person to give, signal or transmit a false fire alarm. The City Council may adopt by resolution reasonable fees to recover the costs associated with responses to buildings or similar structures that have excessive false fire alarms.

4-3-209 Hotworks.

Section 3504.2.6 of the CFC is amended to read as follows:

A minimum of 2-A:20B:C-rated fire extinguisher shall be located within thirty (30) feet of the location where hotworks is in progress and shall be accessible without climbing stairs. When required by the Fire Chief, a minimum 1-A:20B:C-rated fire extinguisher shall be mounted to each portable welding cart. All parts of this section shall comply with Section 906

4-3-210 Portable unvented heating appliances.

Section 603.4 of the CFC is amended to read as follows:

Portable, unvented heating appliances shall not be used in occupied buildings within the City limits of the City of Turlock. Exception: When approved, listed portable unvented oil burning heating appliances may be used in any occupancy during construction when such use is necessary for the construction and does not represent a hazard to life or property.

4-3-211 Explosive materials prohibited and limited acts.

Section 5605.1.1 of the CFC shall be amended to read:

Manufacturing. Explosive materials and fireworks shall not be manufactured within the city limits of Turlock.

Section 5604.1.1 of the CFC shall be amended to read:

Limits established by law. The storage of explosives and blasting agents is restricted to those areas of the city zoned as Heavy Industrial (M-2). Exception: Temporary storage for use in connection with approved blasting operations conducted in accordance with all applicable provisions of Chapter 56.

4-3-212 Operating heating, lighting, and cooking appliances.

Section 5705.3.3 of the CFC is hereby amended to read as follows:

Heating, lighting or cooking appliances which utilize Class I liquids shall not be operated within a building or structure within the city limits of Turlock.

4-3-213 Operation of tank vehicles.

Section 5705.1.1 is hereby amended to read as follows:

Tank Vehicles delivering to or receiving from flammable and combustible liquid tanks shall stand entirely on private property. Dispensing into any Tank Truck cargo tank with service station dispensing facilities is prohibited.

4-3-214 Deposits of hazardous materials: Cleanup, abatement, or mitigation required: Liability for costs.

(a) Section 5003.3.1.4 of the CFC is amended to read as follows:

Responsibility of cleanup. The person, firm or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no costs to the jurisdiction. When deemed necessary by the Fire Chief, cleanup may be initiated by the Fire Department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. The remedy provided by this section shall be in addition to any other remedies provided by law.

For purposes of this section, costs incurred by the City of Turlock shall include, but shall not be necessarily limited to the following: actual labor costs of City employees at their fully burdened hourly rate, cost of equipment operation, cost of materials obtained directly by the City, and cost of any contract labor and materials.

(b) Section 5001.2 of the CFC, the definition of "Hazardous Materials," is hereby amended to read as follows:

Definition: Hazardous materials. Those chemicals or substances which are physical hazards or health hazards as defined and classified in Chapter 50, or as defined in the California Health and Safety Code, Division 20, Chapter 6.95, commencing with Section 25500, whether the materials are in useable or waste condition.

NFPA 704 placards may be required on all commercial buildings/structures with hazardous materials as required by the Fire Chief.

4-3-215 Location of containers.

Section 6104.2 of the CFC is amended to read as follows:

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested commercial areas, the aggregate capacity of any one installation shall not exceed 2,000 gallon water capacity.

The storage of liquefied petroleum gases is restricted to those areas of the City zoned Commercial-Industrial zone; M-1 and M-2 Industrial zones and in addition thereto to properties used as Automotive Service Stations located in the areas of the City zoned for commercial use.

Whenever the Fire Chief, in his discretion, determines the storage of liquefied petroleum gases is necessary in other areas, the aggregate capacity of any such installation shall not exceed 2,000 gallon water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Chief, after consideration of special features such as topographical condition, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the local Fire Department. The storage of liquefied petroleum gas shall conform to the provisions of the local zoning ordinance.

4-3-216 Outside storage and use of liquefied petroleum gas.

Section 6101.2 of the CFC is hereby amended to read as follows:

Permits and Plans. A permit is required to store, use, handle or maintain any portable or stationary LP-gas container. The installer shall submit plans for any stationary LP-gas installation, regardless of size.

Exceptions:

- (1) Containers not exceeding five (5) gallon water capacity, used for residential "barbecue" cooking, when used and stored outside of buildings.
- (2) Approved containers not exceeding 16.4 ounces when displayed for sale in mercantile occupancies.

Distributors shall not fill an LP-gas container for which a permit is required unless a permit for the installation has been issued for that location by the Fire Chief.

4-3-217 Prohibited use of liquefied petroleum gas.

Section 6105 of the CFC is hereby amended by adding thereto Subsections 6105.3, 6105.4, 6105.5, 6105.6, 6105.7 to read as follows:

6105.3 The use of stoves and other similar fuel burning appliances using liquefied petroleum gas for cooking, lighting or heating is prohibited in the City except as permitted in subsection (6) of this section.

6105.4 The storage or use of liquefied petroleum gas in any quantity shall be prohibited in areas of the City

Exceptions:

1. The storage of liquefied petroleum gas may be permitted by the Fire Chief on residential property, when said property has been recently annexed to the City, and does not have natural gas service existing on a boundary line of the property.
2. Liquefied petroleum gas may be used for cooking purposes only at certain "Mobile" Carnival installation subject to the approval of the Fire Chief and by permit.
3. Approved containers of liquefied petroleum gas may be stored and used in School Laboratories and used for Educational purposes subject to approval of the Fire Chief.
4. Permission may be granted by the Fire Chief for the use of liquefied petroleum gas by Artisans in the pursuit of their trade.
5. Approved containers of liquefied petroleum gas may be displayed for sale and storage in approved locations at certain Mercantile occupancies. The content weight of said containers shall not exceed 16.4 ounces.

6. Liquefied petroleum gas may be used for residential barbecue cooking. Containers shall not exceed five (5) gallon water capacity, and shall be stored outside of buildings. Two 5 gallon containers per single family residence.

7. Liquefied petroleum gas may be used to provide heat and light for camp trailers in "overnight" trailer parks within the City subject to compliance with applicable provisions of the California State Health and Safety Code.

8. Occupancies licensed by a State Agency requiring an alternate fuel supply for Emergency Standby Generators.

9. For use with certain mobile vending equipment.

10. LPG may be approved in businesses for approved floor cleaning machines and forklifts. Storage of extra cylinders to be approved by the Fire Chief.

6105.5 The storage of liquefied petroleum gas shall be prohibited in Hotels, Motels, and Apartment Houses and in buildings or on property or streets adjacent to property used for the following purposes: hotels, motels, apartments, condominiums, schools, churches, public assemblies, hospitals, carnivals, circuses, public parks, and other similar uses involving gatherings of more than fifty (50) people.

6105.6 Liquefied petroleum gas shall not be used for cooking, lighting or heating in any building that has Natural Gas Service along any boundary of the building property line, except with the special permit of the Fire Chief. This includes use of outdoor LPG heaters on same properties.

4-3-218 Special enclosures, i.e., Con Vaults.

(a) Section 5704.2.9.5 of the CFC is amended by adding the following:

The storage of Class I, II, and III A/B flammable and combustible liquids in aboveground tanks inside of buildings shall be in an approved double walled/protected tank. The tank shall be approved by the Fire Chief and installed per the CFC/NFPA.

(b) Section 5704.2.9.6.1 of the CFC is amended by adding the following:

The storage of Class I, II and III A/B flammable and combustible liquids in aboveground tanks outside a building is prohibited. Exception: Protected aboveground tanks shall be approved by the Fire Chief. Aboveground tanks shall be installed per the CFC/NFPA.

(c) Section 312.2(2) of the CFC is amended to read as follows:

Spaced not more than 3 ft. (914 mm) between posts on center.

4-3-219 Standpipe requirements.

Section 905.3.1 of the CFC is amended to read as follows:

Occupancies three or more stories in height shall be provided with a Class 1 standpipe system approved by the Fire Chief. (Except Group R-3 and R-3.1)

Occupancies less than three stories in height but greater than 20,000 square feet per floor shall be required to install Class 1 standpipe approved by the Fire Chief.

Garden type apartment complexes may be required to install Class 1 standpipe systems approved by the Fire Chief.

4-3-220 Alarm certifications.

(a) Section 907.1.6 of the CFC is hereby amended to read:

Certification. A certificate from Underwriters Laboratories (UL) shall be required on all commercial fire alarm/monitoring systems installed after January 1, 2003. UL certification shall be provided for all previously existing commercial fire alarm systems no later than January 1, 2005. UL certification is required to be maintained for commercial fire alarm/monitoring systems throughout the life of the alarmed/monitored building.

The UL certified system is to be monitored by a UL Central Station with all required services.

(b) Section 202 of the CFC, Firewatch, shall be amended by adding:

Qualified person shall mean an employee of a certified/approved security guard/patrol service.

4-3-221 Spray booths.

Section 2401 of the CFC is hereby amended by adding:

2402.2 Spray booth is a listed mechanically ventilated appliance of varying dimensions and construction provided to enclose or accommodate a spraying operation and to confine and limit the escape of spray vapor and residue and to exhaust it safely.

Section 2401

6. Flammable spraying, combustible spraying, bedliner spraying and powder coating operations shall be conducted in a listed spray booth. Existing operations to be upgraded at change of occupancy.

4-3-222 Powered Industrial Trucks and Equipment.

Section 309 of the CFC is amended by adding Section 309.5.1 to read:

All LPG or natural gas driven equipment shall have a minimum 1A:10BC fire extinguisher mounted to the equipment and shall comply with Section 906.

Article 3. Validity, Violations, and Penalties

4-3-301 Validity.

Section 1.1.12 of the CFC shall be amended to read:

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this chapter and every section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

4-3-302 Violations: Penalties.

[A] Section 110.4 of the CFC is amended by adding:

Violation of any provisions of this chapter or any International Code adopted by this chapter shall constitute a misdemeanor/infracton as provided in Title 1, Chapter 2 of the Turlock Municipal Code.

Article 4. Fireworks

4-3-408 Fireworks displays.

CCR, Title 19, Division 1, Chapter 6 Fireworks is amended to read as follows:

(a) A special permit is required to conduct a fireworks display. A non-refundable fee, as established by resolution of the City Council from time to time, shall accompany every application for permission to conduct a public display of fireworks. This fee shall be in addition to any other fee or tax imposed.

(b) Permit applications, together with the permit fee established by resolution of the City Council, shall be submitted to the Fire Department not less than fourteen (14) days prior to the scheduled date of the display. After such privilege shall be granted, sale and possession, use and distribution of fireworks for such display shall be lawful for that purpose only and non-transferable. The decision of the Fire Chief shall be in writing and shall be mailed, postage prepaid, to the applicant. The decision of the Fire Chief, in acting on an application for permission to conduct a public display in accordance with the provisions of this section, may be appealed to the City Manager. Applicant shall file a Notice of Appeal of the Fire Chief's decision with the City Clerk within ten (10) days after the date of the decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the Fire Chief shall be final and conclusive. The applicant may appeal the decision of the City Manager to the City Council by filing a notice of appeal with the City Clerk within ten (10) days after the date of the City Manager's decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the City Manager, or his/her designee, shall be final and conclusive.

(c) The application shall include a diagram of the grounds on which the display is to occur which shows the point at which the fireworks are to be discharged, the location of the buildings, streets, electrical wires, trees and other overhead obstructions. At the time of application, the Fire Department shall be consulted regarding requirements for standby apparatus.

(d) The permit shall be granted unless it is determined that to do so would be contrary to public health, safety or welfare.

(e) Subsection 2 and 3 of Section 7802.4 of the UFC are amended to read as follows:

(1) Pyrotechnic operator. Fireworks display operations shall be under the direct supervision of a State of California licensed pyrotechnic operator. They pyrotechnic operator shall be responsible for all aspects of the display related to pyrotechnics.

(2) Insurance. The permittee/licensee shall carry general liability insurance with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage, or one million dollars (\$1,000,000.00) combined single limit. The certificate of insurance shall include the following coverages and indicate the policy aggregate limit applying to: premises and operations, broad form contractual, and products and complete operations. The permittee/license shall provide at its own expense and maintain at all times the specified insurance policies with insurance companies approved by the City Attorney and shall provide evidence of such insurance to the City as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in policy, notices of same shall be given to the City Clerk of the city by registered mail, return receipt requested.

(3) Indemnification. The permittee/licensee shall agree to hold the City of Turlock, its agents, officers, employees, and volunteers harmless from, and save, defend, and indemnify them against any and all claims, losses, liabilities, and from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney fees and all costs and expenses arising directly or indirectly out of any act or omission of permittee arising out of any activity authorized by the permit.

4-3-409 Sales, storage, use and handling of fireworks.

CCR Title 19, Division 1, Chapter 6 Fireworks is amended to read as follows:

(a) General. Sales, storage, use and handling of fireworks shall be in accordance with this division.

(1) Sales. Retail sale or display with the intent to sell fireworks is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks within the City of Turlock by State of California licensed retailers, provided a permit to sell those fireworks has been approved and obtained from the Fire Chief.

(2) Storage. The storage of fireworks within the City of Turlock is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks by State of California licensed wholesalers and retailers.

(3) Wholesalers storage. Wholesalers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 1 through July 31 of each year. Storage facilities shall comply with H1 occupancy classification requirements as defined by the Uniform Building Code.

(4) Retailers storage. Retailers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 22 through July 15 of each year. "Safe and Sane" fireworks that are not being sold or displayed with the intent to sell, shall be stored solely in the following manner.

(i) Within the permitted fireworks stand with a responsible adult on the premises at all times.

(ii) In a completely enclosed and locked utility type trailer constructed of 1/4 inch plywood or other approved noncombustible material.

(iii) In a completely detached garage on residential property. There shall be no open flame or spark producing equipment, or Class 1 flammable liquids stored or used within the garage.

(5) Fireworks shall not be stored within forty (40) feet of any building classified or used as a public or private school, day care facility, residential care facility, hospital, or place of detention or public garage, or any place of public assembly that can accommodate fifty (50) or more persons.

(6) Storage location and description of storage type will be required submitted information and will require Fire Chief approval.

(b) Fireworks not allowed in the City. Piccolo Petes, Whistling Petes and similar devices shall not be sold, possessed or used in the City limits. The Fire Chief shall have final determination regarding decisions pertaining to similar devices.

4-3-410 Temporary fireworks stands.

(a) All retail sales of "Safe and Sane" fireworks shall be permitted only from within a temporary fireworks stand and sales from any other building or structure are hereby prohibited.

(b) The fireworks stands shall be located at least twenty (20) feet from other structures.

(c) Zoning of property in which the fireworks stand will be located shall be in accordance with Title 9, Chapter 3 of this Code.

(d) Fireworks shall not be stored, sold, offered for sale, or discharged within one hundred (100) feet of the property where gasoline, LPG, other class 1 flammable liquids or flammable gasses are dispensed.

(e) Fireworks shall not be stored, sold, offered for sale or discharged within 100 feet of any storage and/or use of gasoline, LPG, other Class 1 flammable liquids or flammable gases

(f) All unsold stock and accompanying litter shall be removed from the location by 5:00 p.m. on the 6th day of July.

(g) Temporary fireworks stands shall not be set up before June 14.

(h) The fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from said location by said time and date. Any booth not removed by the permittee selling in such booth by 12:00 noon on the 10th day of July will be charged an additional fee of One Hundred and no/100ths (\$100.00) Dollars per day.

(i) Safety precautions.

(1) No person under the age of eighteen (18) shall sell, or handle for sale, any classification of fireworks.

(2) No person under the age of eighteen (18) shall purchase or be allowed to purchase any classification of fireworks.

(3) Smoking, open-flame, and spark-producing equipment shall be prohibited for a distance of twenty (20) feet around any fireworks stand.

(4) Dry grass, weeds, trash, and other combustible material shall be removed for a distance of twenty (20) feet around any fireworks stand.

(5) No fireworks shall be set off within fifty (50) feet of any fireworks booth.

(j) Stand construction. Merchandise may be displayed in approved glass enclosed counters or showcases, or merchandise may be displayed in stands constructed in the following manner:

(1) Walls shall be of plywood at least 1/4" thick or of an approved noncombustible material.

(2) Each fireworks stand shall have a roof covering of aluminum or sheet iron.

(3) Walls shall extend to minimum height of six (6') feet eight (8") inches, on at least three (3) sides. These three (3) sides shall be without openings, except for an exit door. If merchandise is stored within three (3) feet of an opening in an exterior wall and not in

a glass counter, such merchandise shall be separated from the outside of the stand by a solid wall.

(4) Two exit doors with a minimum size of twenty-four (24") inches in width and six (6') feet in height shall be provided in each stand. Exits shall be maintained clear and unobstructed at all times.

(5) The front wall of the stand shall provide a physical barrier (i.e., screen, chicken wire) not less than eighteen (18") inches in height between the public and the merchandise on display. This shall be to prevent the public from touching or handling fireworks unintentionally.

(6) Approved "NO SMOKING" signs shall be prominently displayed in and on the stand.

(7) Approved "NO SALES TO PERSONS UNDER THE AGE OF 18 YEARS OF AGE" signs shall be prominently displayed in the stand.

(k) An approved 2A10BC-fire extinguisher shall be located in the stand near the exit, readily accessible.

(l) Sellers of fireworks shall comply with all rules and regulations of Title 19 of the California Code of Regulations and with the rules and regulations of the Fire Chief.

(m) Operations of fireworks stands shall be by permittee only. It is unlawful for the permittee organization to allow any person other than the permittee organization to operate the fireworks stand for which the permit is issued or to otherwise participate in the profits of the operation of such fireworks stand.

(n) It is unlawful for a non-profit organization to allow any person other than the individuals who are members of the permittee organization, their spouses or adult children, or volunteers to whom no compensation is paid, to sell or otherwise participate in the sale of fireworks at such fireworks stand.

(o) It is unlawful for a non-profit organization to pay any consideration to any person for selling or otherwise participating in the sale of fireworks at such fireworks stand, except the hiring of a night watchman or security officer.

4-3-411 Dangerous fireworks prohibited: Penalties.

(a) A person shall not sell, use, possess, manufacture, or discharge dangerous fireworks within the City. Dangerous fireworks are defined as set forth in California Health and Safety Code Section 12505.

(b) Every owner, occupant, lessee, tenant, or holder of any possessory interest of a residence or other private property within the City is required to maintain, manage and supervise property and all persons thereon in a manner so as not to violate the provisions of this chapter. A responsible party need not be present at the time dangerous fireworks are possessed, manufactured, sold, used, or discharged in order for the City to issue an administrative citation under this section.

(c) For the purposes of this section, the term "responsible party" means any person with an ownership interest or right of possession of the real property where unpermitted fireworks are possessed, sold, used, manufactured or discharged, including but not limited to:

(1) Any owner-occupant.

(2) Any lessee, subtenant, licensee, or other person having possessory control over a property, structure, or parcel of land.

(3) Any person that organizes, supervises, officiates, conducts, or controls the gathering or any other person accepting responsibility for such a gathering.

(d) Penalties.

(1) Violations of this section shall be punished pursuant to remedies under Chapter 1-2 TMC or administratively under Chapter 2-11 TMC at the discretion of the Enforcement Officer.

(2) In addition to any other remedies set forth in subsection (d)(1) of this section, administrative citations may be imposed against any responsible party for violations of this section.

(3) Nothing in this section shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2020.

AMY BUBLAK, Mayor

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE	}	ORDINANCE NO. -CS
TURLOCK MUNICIPAL CODE TITLE 6,	}	
CHAPTERS 3, 4, AND 5, REGARDING	}	
PAYMENT OF COLLECTION CHARGES FOR	}	
GARBAGE, RUBBISH, AND GARDEN REFUSE,	}	
SEWER SERVICE, AND WATER SERVICE TO	}	
IMPLEMENT A QUADRANT-BASED UTILITY	}	
SERVICE BILLING CYCLE	}	

WHEREAS, the City of Turlock is required to comply with SB 998 "Discontinuation of residential water service", which states all urban and community water systems shall adopt a policy that includes all of the following: (1) A plan for deferred or reduced payments, (2) Alternative payment schedules, (3) a formal mechanism for a customer to contest or appeal a bill, (4) a telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment; and

WHEREAS, amending the Turlock Municipal Code Title 6, Chapter 3, 4, and 5, regarding payment of collection charges for garbage, rubbish, and garden refuse, sewer service, and water service will allow for the ability to transition from monthly billing to weekly quadrant billing (an alternative payment schedule).

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

SECTION 1. AMENDMENT: Title 6, Chapter 3, Article 1, Section 03 is hereby amended to read as follows:

6-3-103 Payment of collection charges.

- (a) Billing and payment. Accounts for waste collection shall be billed by service date in conjunction with billing for sewer and water services and shall be due and payable in the City of Turlock Finance Office by the due date shown on the utility bill.

[...]

SECTION 2. AMENDMENT: Title 6, Chapter 4, Article 4, Section 01 is hereby amended to read as follows:

6-4-401 Charges established.

The amount of all fees and charges provided in this chapter, including, but not limited to, charges for monthly sewer service, meters, screens, standby charges, sewer connection fees, reserved capacity charges, lateral and main connection charges, inflow/outflow monitoring and sampling devices, penalties, and reconnection fees shall be established in this chapter. The failure to pay any charge shall constitute a violation

of this chapter. All charges shall be paid at the time sewer service is requested and, except as otherwise provided in this chapter, by service date thereafter.

SECTION 3. AMENDMENT: Title 6, Chapter 4, Article 4, Section 02 is hereby amended to read as follows:

6-4-402 Payment of collection charges.

(a) Billing and payment. Accounts for sewer collection shall be billed by service date in conjunction with billing for water, garbage, rubbish, and organic refuse services and shall be due and payable in the City of Turlock Finance Office by the due date shown on the utility bill.

[...]

SECTION 4. AMENDMENT: Title 6, Chapter 5, Article 1, Section 01 is hereby amended to read as follows:

6-5-101 Definitions.

[...]

"Service Date" or "Service Period" shall mean and include the service period for which charges are billed.

[...]

SECTION 5. AMENDMENT: Title 6, Chapter 5, Article 3, Section 01 is hereby amended to read as follows:

6-5-301 Fees and charges.

The amount of all fees and charges provided in this chapter, including, but not limited to, charges for water fees, connections, metered and non-metered, construction water and resumption of service fees shall be established in Chapter 5 of Title 6. The failure to pay any charge shall constitute a violation of this chapter. All charges shall be paid at the time water service is requested and, except as otherwise provided in this chapter, on a service date basis thereafter.

(a) Payment Plan. At the discretion of the Municipal Services Director, an extended payment plan for certain fees may be allowed.

SECTION 6. AMENDMENT: Title 6, Chapter 5, Article 3, Section 02 is hereby amended to read as follows:

6-5-302 Payment of collection charges.

a) Billing and payment. Accounts for water service shall be billed by service date in conjunction with billing for garbage, rubbish, organic refuse, and sewer services and shall be due and payable in the City of Turlock Finance Office by the due date shown on the utility bill.

Pursuant to California Public Utility Code Section 10009.6, the decision of the City to require a new residential applicant to deposit a sum of money with the City prior to establishing an account and furnishing service shall be based solely upon the creditworthiness of the applicant as determined by the City. The deposit will be equal to the charges for services likely to be incurred during a period of three (3) months or two (2) billing periods, whichever is greater with a minimum of \$150.00 (one hundred and fifty dollars). This estimate shall be established by the Finance Officer or his/her designee based upon the size of the service, the nature of the use of the property and the experience with similar uses in the City. Failure to make the deposit will warrant the discontinuation or denial of service.

An application for service will not be honored unless payment in full has been made for outstanding debt due the City for services, fines, or fees previously rendered to the applicant and interest accrued for the 3rd party collection agency debt due to the City by the applicant. At the discretion of the Municipal Services Director, an extended payment plan for certain fees may be allowed.

[...]

SECTION 7. AMENDMENT: Title 6, Chapter 5, Article 5, Section 01 (c)(1) is hereby amended to read as follows:

6-5-501 Fees and charges.

[...]

c) Inaccurate Meter. An inaccurate meter shall be charged as follows:

- (1) Either an average of the three (3) months' prior usage; or
- (2) The charge of the same month for the previous year, whichever is greater.

[...]

SECTION 8. AMENDMENT: Title 6, Chapter 5, Article 7, Section 02 (b) is hereby amended to read as follows:

6-5-702 Rates for on-site construction water.

[...]

- (b) Full utility service charges (water, garbage, and sewer) start when the building permit is finalized or the building is occupied.

SECTION 9. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 10. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2020.

Amy Bublak, Mayor

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

January 14, 2020



From: Michael I. Cooke, Interim City Manager
Prepared by: Michael I. Cooke, Interim City Manager
Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Regional Surface Water Supply Phase 3 Project Design and Construction Funding Agreement in substantially the form as presented at this meeting

2. SYNOPSIS:

Approving the Regional Surface Water Supply Phase 3 Project Design and Construction Funding Agreement for the purpose of maintaining access to low interest state funding should the future water project proceed.

3. DISCUSSION OF ISSUE:

The Stanislaus Regional Water Authority (SRWA) was formed by the Cities of Turlock and Ceres for the design and construction of a Regional Surface Water Supply Project (RSWSP). The purpose of the project is to provide a clean, safe, reliable and sustainable supply of drinking water to the two Cities. The project costs will be funded by the Cities of Ceres and Turlock and Turlock Irrigation District (the "Funding Agencies"). The Funding Agency cost shares are set forth in the attached SRWA Project Management Team memo dated June 19, 2019.

Initially, the SRWA had hoped to award the construction contract for the project in October of 2019. The project has encountered an unexpected delay. Specifically, the SRWA and the cities are not able to award the construction of the project, until such time TID receives authorization from the State Water Board to appropriate water from the Tuolumne River at Fox Grove and supply it to the Cities for Municipal and Industrial uses. In the meantime, however, the SRWA continues to work on a parallel track to make sure that everything is in place for the project to proceed in a timely manner once the water rights issues are resolved.

On November 21, 2019, SRWA Board approved the Phase 3 Design and Construction Funding Agreement. The Agreement sets out the financial

obligations of the Cities and TID should the Cities decide to proceed with the project. This document is needed to move the SRWA's application for a low-interest State Revolving Fund (SRF) loan application forward. Approval of this agreement does not obligate the Cities to fund the design and construction until the Design Build (DB) contract is executed.

The proposed agreement is similar to the construction funding agreement that the parties approved for the raw water pump station, phase 1 (a.k.a. wet well) construction contract.

The following are the key terms of the proposed phase 3 funding agreement:

- The cities consent to (1) SRWA approval and award of the design-build contract, and (2) SRWA's application to the State Water Resources Control Board (SWRCB) for loan financing under the Drinking Water State Revolving Fund (SRF) program.
- SRWA agrees to deliver and each city agrees to purchase dedicated water capacity of the project facilities, with 5 million gallons per day (mgd) of water capacity purchased by Ceres and 10 mgd purchased by Turlock.
- TID agrees to pay for available capacity provided by the raw water pump station and raw water pipeline RSWSP elements.
- Each Funding Agency agrees to fund its respective share of the project capital costs in accordance with the cost allocation percentages in the June 19, 2019 memo. SRWA and the cities plan to eventually fund the project costs through the SRF financing. However, the SRF financing is not expected to be approved until sometime in 2020. Between now and the SRF financing, each city agrees to fund its share of the costs through cash and/or interim financing arranged by each city.
- There are detailed procedures concerning the capital costs budget, quarterly forecasts and payments, SRF financing reconciliation, and year-end and post-construction accountings.
- There are provisions concerning SRWA and Funding Agency cooperation on project change orders.

Approval of the funding agreement at this time would facilitate ongoing SWRCB review and processing of the SRF financing application.

4. BASIS FOR RECOMMENDATION:

- A. The agreement is needed to proceed with the SRF financing application and secure a very low interest funding source for the project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Approval of the agreement by all parties would obligate the Funding Agencies to pay their respective shares of the project capital costs after the SRWA awards the design-build contract. For the cities, the agreement would obligate the cities to provide interim financing until approval of the planned SRF financing.

The project was originally estimated to cost of a total of \$278 million with Turlock responsible for \$172 million, Ceres for \$100 million and TID \$6 million. In January 2018, the Turlock City Council adopted a series of five (5) annual water rate increases that would full fund Turlock's fair share. The average monthly cost for a typical residential rate-payer was estimated to be \$79 in 2022 (up from \$41 per month in 2018).

Since that time, a couple of important developments have occurred to lessen the project's impact on the rate-payers. The bid for the project was \$45 million less than projected and the SRWA has obtained grants of almost \$35 million. This means that the average monthly bill for a typical single-family customer is estimated to be \$68 per month instead of \$79 as projected. Remaining on a groundwater-only system would result in projected bills of \$59 per month.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The approval of the agreement would provide for funding of the design and construction of the project-related improvements that are set forth in the project description in the SRWA final Environmental Impact Report (EIR) for the project. This action therefore is consistent with and covered by the EIR.

8. ALTERNATIVES:

- A. Do not approve the agreement at this time. Under this scenario, SWRCB review and processing of the SRF financing application would be delayed.

REGIONAL SURFACE WATER SUPPLY PHASE 3 PROJECT DESIGN AND CONSTRUCTION FUNDING AGREEMENT

THIS AGREEMENT is made between Stanislaus Regional Water Authority, a joint powers authority ("**SRWA**"), City of Ceres, a general law city ("**Ceres**"), City of Turlock, a general law city ("**Turlock**"), and Turlock Irrigation District, a special district ("**TID**"). Ceres and Turlock are referred to collectively as the "**Cities**" or a "**City**." This Agreement will become effective on the date that it is signed by the last party to sign as indicated by the date associated with that party's signature below (referred to herein as the "**Effective Date**"). The parties agree as follows:

1. **Recitals.** This Agreement is made with reference to the following background recitals:

1.1. SRWA was formed by the Cities pursuant to the 2015 Amended Drinking Water Supply Project Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities, as amended (the "**Joint Powers Agreement**"). SRWA was established to, among other things, design, construct, own and operate the Project Facilities (as defined in the Joint Powers Agreement). The Project Facilities consist of facilities to divert and treat surface water from the Tuolumne River and deliver it for use by the Cities in order to provide a safe, reliable, and high-quality surface water supply (the "**Regional Water Project**").

1.2. On July 28, 2015, SRWA and TID approved the Water Sales Agreement (as amended, the "**TID/SRWA Agreement**") by which TID agrees to sell and deliver raw water to SRWA and SRWA and TID agree to cooperate on the construction of facilities to deliver water through an existing TID infiltration gallery and a to-be-constructed wet well, raw water pump station, and raw water delivery pipelines. SRWA and TID plan to use the existing infiltration gallery as the river water intake facility for both the Regional Water Project and emergency operations and limited deliveries for TID uses. The TID/SRWA Agreement provides for the capital costs to design and construct the new wet well, raw water pump station, and raw water delivery pipelines to be allocated between SRWA and TID as follows: SRWA - 80%; TID - 20%.

1.3. In 2018, the parties approved the Raw Water Pump Station Phase 1 Project Construction Funding Agreement that provides construction funding and cost sharing for SRWA's construction of the Raw Water Pump Station Phase 1 Project (aka Infiltration Gallery Testing Project; the "**Phase 1 Project**"), which is the first phase of the Regional Water Project. The Phase 1 Project involves the (a) excavation of an area to access the infiltration gallery, (b) construction of a wet well and associated facilities above and around the existing infiltration gallery, (c) pumping of river water through the infiltration gallery to inspect and evaluate the infiltration gallery condition, production capacity, and raw water quality, and (d) development test pumping of the infiltration gallery pipes to dislodge sediment. SRWA awarded a contract to C. Overaa & Co. in 2018 for the construction of the Phase 1 Project and related work. The Phase 1 Project remains under construction.

1.4. In 2018 and 2019, the parties performed and undertook various Regional Water Project planning, preliminary design work, and design-build procurement tasks and work, which constituted Phase 2 of the Regional Water Project.

1.5. SRWA now plans to award a contract in 2020 for the design and construction of the remaining Regional Water Project facilities (the “**Phase 3 Project**”). The Phase 3 Project facilities are the raw water pump station at the wet well, raw water pipelines connecting the pump station to the existing, nearby TID Ceres Main Canal (for use within the TID irrigation water system) and to a new water treatment plant (for treatment and delivery to the Cities), water treatment plant, finished water pipelines to each City, and demolition and replacement of a bridge crossing the TID Ceres Main Canal. The Phase 3 Project facilities are described in more detail in the draft SRWA Design-Build Contract for the Regional Surface Water Supply Project and its appendices (the “**Design-Build Contract**”), which has been provided to the Cities and TID. The Phase 3 Project is being designed to provide Regional Water Project facilities capable of delivering 15 million gallons per day (“**mgd**”) of treated water to the Cities.

1.6. SRWA has applied to the State Water Resources Control Board (“**SWRCB**”) for financing under the Drinking Water State Revolving Fund program (the “**SRF Financing**”) to fund the Cities’ share of the Phase 3 Project design, construction, and related capital costs (the “**Phase 3 Project Costs**”). SRWA continues to process the SRF Financing application and SRWA anticipates entering into a SRF Financing agreement with the SWRCB in late 2020.

1.7. Each City has approved or expects to approve interim financing (the “**Interim Financing**”) to finance a portion of its share of the Phase 3 Project design, construction, and related capital costs until the anticipated SRF Financing is received from the SWRCB, which SRF Financing is expected to be used to reimburse each City for the principal portion of its respective Interim Financing and cover all remaining Phase 3 Project Costs.

1.8. The Cities and TID (the “**Funding Parties**” or a “**Funding Agency**”) have agreed on a methodology for allocating the Regional Water Project costs among them as set forth in a memorandum from the SRWA Project Management Team to the SRWA Technical Advisory Committee dated June 19, 2019 which is attached as Exhibit A. The cost sharing percentages provided for in this Agreement are consistent with that memorandum.

1.9. The principal purposes of this Agreement are (a) for TID and the Cities to fund the Phase 3 Project Costs, and (b) for the Cities to coordinate funding their portion of such Phase 3 Project Costs (in advance of the anticipated reimbursement thereof by the proceeds of the SRF Financing). Nothing herein is intended to amend or modify any provision in the TID/SRWA Agreement.

2. City Consent and SRF Financing

2.1. Each City consents that SRWA may award the Design-Build Contract and commence Project design and construction.

2.2. Each City consents that the SRWA General Manager may sign and file a financial assistance application for an SRF Financing agreement with the SWRCB to fund Phase 3

Project Costs and that the SRF Financing is for and on behalf of each City's interests under the Joint Powers Agreement. SRWA will provide a final draft of the SRF Financing Agreement to the Cities, prior to final approval. If SWRCB decides to approve the SRF Financing agreement with SRWA, then, prior to the final approval of that agreement, SRWA and the Cities plan to enter into a separate agreement as a supplement to this Agreement that would (a) confirm each City's commitment to fund its share of the SRF Financing costs, (b) pledge certain City water system enterprise net revenue to support the SRF Financing, and (c) set forth additional acceptable City covenants and other contract terms relating to the SRF Financing.

3. Sale of Dedicated Capacity to Cities

3.1. **"Dedicated Capacity"** for purposes of this Agreement means the 15 million gallons per day of water capacity of the Regional Water Project facilities. The **"Ceres Dedicated Capacity"** for purposes of this Agreement means the 5 million gallons per day of Dedicated Capacity purchased by Ceres pursuant to this Agreement. The **"Turlock Dedicated Capacity"** for purposes of this Agreement means the 10 million gallons per day of Dedicated Capacity purchased by Turlock pursuant to this Agreement. The Cities agree that the provisions of Section 3 of this Agreement amend and replace the provisions of the Joint Powers Agreement relating to Dedicated Capacity. The Dedicated Capacity shares are as follows:

Table 1
Dedicated Capacity Shares

City	Daily Flow Limit	Percentage Share
Ceres	5 mgd	33.3%
Turlock	10 mgd	66.7%
Total	15 mgd	100%

3.2. SRWA agrees to sell and convey the Ceres Dedicated Capacity in the Regional Water Project facilities to Ceres, and Ceres agrees to purchase the Ceres Dedicated Capacity in the Regional Water Project facilities from SRWA. SRWA agrees to sell and convey the Turlock Dedicated Capacity in the Regional Water Project facilities to Turlock, and Turlock agrees to purchase the Turlock Dedicated Capacity in the Regional Water Project facilities from SRWA. Each City agrees to purchase its share of Dedicated Capacity through satisfaction of its respective payment and funding obligations under its **Interim Financing** or SRF Financing and sections 4, 5 and 6 of this Agreement. Each City shall be entitled to exclusive use of its Dedicated Capacity in the Regional Water Project facilities as set forth in Table 1 without regard to whether such City actually uses such facilities for the delivery of water.

3.3. Upon completion of construction of the Regional Water Project facilities, SRWA shall make available and deliver to each City a total amount of treated water up to its Dedicated Capacity, subject to the terms and conditions of this Agreement, Joint Powers Agreement (as amended by this Agreement), TID/SRWA Agreement, and the availability of water. The treated water shall be delivered to each City's point of delivery as shown on the final Regional Water Project plans and specifications. SRWA shall operate, or cause to be operated, the Regional Water Project and use its best efforts to ensure that the (1) Ceres

Dedicated Capacity is, at all times, fully available for use by Ceres within its service area and (2) Turlock Dedicated Capacity is, at all times, fully available for use by Turlock within its service area.

3.4. All Regional Water Project facilities, lands, and easements shall be owned or leased by and held in the name of SRWA for the benefit of the Cities in accordance with the terms of this Agreement and the Joint Powers Agreement.

3.5. Joint Powers Agreement article 23 authorizes the Cities to “adjust their respective Dedicated Capacity shares and redistribute their respective shares among themselves, so long as the total Dedicated Capacity share percentages of the Participants in the redistribution remains the same after the redistribution.” The modified Dedicated Capacity shares as set forth in this section 3 constitutes an adjustment and redistribution pursuant to Joint Powers Agreement article 23. This change is permanent and will remain in effect until modified by subsequent action by the Cities pursuant to Joint Powers Agreement article 23 or an amendment of the Joint Powers Agreement.

4. Funding Commitment by Cities and TID

4.1. For purposes of this Agreement, “**Capital Costs**” mean the costs of the following: (a) the “**Design-Build Work**” as defined and used in the final Design-Build Contract as approved by SRWA, and including any SRWA-approved change orders (subject to section 6); (b) SRWA procurement of any SRWA-provided materials, parts, or equipment for the Design-Build Work; (c) Phase 3 Project design/construction management, inspection, testing, and claims/dispute evaluation and resolution services and work performed by the SRWA General Manager (Granberg & Associates), engineer (West Yost Associates), attorney (Bartkiewicz, Kronick & Shanahan), or construction manager (a person or firm to be retained by SRWA prior to the start of the Design-Build Work); (d) Phase 3 Project services and work relating to CEQA mitigation and monitoring plan and permit condition monitoring, compliance, and implementation performed by the SRWA CEQA/permitting consultant (Horizon Water and Environment); and (e) any other engineering or consulting services agreement approved by SRWA with a scope of work that directly relates to the design, construction, management, startup, or closeout of the Phase 3 Project. If SRWA changes one of the above-listed firms or adds a firm performing Capital Costs-related work, then the meaning of Capital Costs shall be modified concurrent with that change to include services by the new or additional firm.

4.2. In managing the agreements, services, and work described in section 4.1 and the related bookkeeping, SRWA shall fairly and reasonably allocate and apportion the Capital Costs among the tasks set forth on Table 1 (Cost Allocation Percentages for Project Costs Effective July 1, 2019) of Exhibit A.

4.3. Each Funding Agency agrees and commits to fund its respective share of the Capital Costs for the various components of the Phase 3 Project facilities in accordance with section 5. The Capital Costs shares are shown as the Funding Agency responsibility percentages listed on Table 1 of Exhibit A. Each Funding Agency shall budget and appropriate sufficient funds to satisfy its funding obligation under this Agreement in accordance with section 5. The Phase 3 Project budget to be prepared by SRWA pursuant to section 5.1 and the quarterly forecasts, payment requests, reconciliations, and statements

to be prepared by SRWA pursuant to sections 5.2 to 5.5 shall incorporate and the Capital Costs shall be broken out and allocated based on the Phase 3 Project facilities and cost share percentages as set forth in Exhibit A.

4.4. For the Cities, their Capital Costs payment obligations are expected to be financed initially through each City's Interim Financing and later, if approved, the SRF Financing (and any grant funding for the Phase 3 Project received by SRWA). If the SRF Financing is not entered into, each City shall use its best efforts to enter into a long-term financing arrangement (the "**Long-Term Financing**") in order to take-out the applicable Interim Financing and cover that City's remaining share of the Capital Costs.

4.5. In the event a Funding Agency fails or refuses to timely pay its share of the Capital Costs funding as required by this Agreement, SRWA shall provide written notice to such Funding Agency of this failure and if payment is not received within 30 days after receipt of such notice, the Funding Agency shall be liable to SRWA for (a) any late payment, penalty, interest, costs, or attorney fees incurred by SRWA or recovered by third parties from SRWA as a result of the Funding Agency's default, and (b) any costs, including consequential damages, incurred by SRWA or recovered by third parties from SRWA as a result of any contract termination or cancellation or breach of contract action by any contractor, subcontractor, supplier, or service provider as a result of the Funding Agency's default. SRWA shall provide a calculation of any such amounts to the Funding Agency. Any such liability shall be paid from net revenues of the Funding Agency.

5. Capital Costs Budget, Quarterly Payments, and SRF Reconciliation

5.1. Design and construction funding pursuant to this Agreement will commence concurrent with the design-build contractor's start of work under the Design-Build Contract. Upon the Effective Date of this Agreement and at least 30 days prior to the Design-Build Contract start of work, SRWA shall prepare a proposed budget for the planned expenditure of the Capital Costs, including a projected cash flow during the design and construction period. SRWA may include a 10% contingency/reserve in its budget of expected design and construction costs in order to cover unanticipated or extraordinary costs or aid in covering SRWA cash flow needs. Upon completion of the proposed Capital Costs budget, SRWA shall provide the proposed budget to each of the Funding Agencies. The budget will be subject to the review and approval by each of the Funding Agencies. SRWA may approve a mid-fiscal year Capital Costs budget adjustment in the event of any significant change in the expected or planned expenditures or other significant changed circumstance, subject to the review and approval by each of the Funding Agencies.

5.2. After SRWA and the Funding Agencies have approved the Capital Costs budget, SRWA shall prepare and provide to the Funding Agencies a forecast of Capital Costs funds needed from the start of the Design-Build Work until the completion of the next calendar quarter and based on the approved budget. Thereafter, prior to the beginning of each quarter during the term of Phase 3 Project work, SRWA shall prepare and provide to the Funding Agencies a forecast of funds needed for the upcoming quarter. The quarterly funding forecasts shall be based upon the Capital Costs budget and, if and after the SWRCB approves the SRF Financing, the actual and expected receipt of the proceeds of the SRF Financing. Each quarterly forecast also shall include each Funding Agency's share

(based on section 4.3) of the funds needed for the upcoming quarter broken down by each component of the Phase 3 Project facilities (the “**Quarterly Payment Request**”).

5.3. Within 30 days after receipt of a quarterly forecast and Quarterly Payment Request, each Funding Agency shall deposit its Quarterly Payment Request amount with SRWA to fund the Capital Costs allocated to such Funding Agency (subject to annual appropriation). SRWA will deposit the Funding Agency deposits into a special fund called the “Capital Costs Fund” with separate accounts therein for each Funding Agency called the “Ceres Capital Costs Account,” the “Turlock Capital Costs Account” and the “TID Capital Costs Account” for the purpose of paying such Capital Costs and SRWA will draw on the funds in each Funding Agency’s account to pay the Capital Costs allocated to such Funding Agency. SRWA will keep and maintain accurate bookkeeping records documenting all the deposits and withdrawals from the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account and the TID Capital Costs Account, quarterly forecasts, Quarterly Payment Requests, Quarterly Payment Request deposits, and Capital Costs (broken down by each component of the Phase 3 Project facilities for each Funding Agency) paid from the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account and the TID Capital Costs Account. If and after the SWRCB approves the SRF Financing, SRWA shall deposit the proceeds of the SRF Financing into a separate special fund called the “SRF Financing Fund”. The proceeds on deposit in the SRF Financing Fund shall only be used by SRWA to (1) fund the Capital Costs allocated to the Cities or (2) reimburse the Cities for prior payment by Cities of such Capital Costs, in each case, in the manner directed by each City to SRWA. SRWA shall prepare and provide to each Funding Agency an annual statement of the monies deposited into and all Capital Costs paid from the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account and the TID Capital Costs Account. If and after the SWRCB approves the SRF Financing, SRWA shall prepare and provide to the Cities an annual statement of the monies deposited into the SRF Financing Fund and the use of any withdrawals from the SRF Financing Fund. Each Funding Agency and its employees, accountants, attorneys, and agents may review, inspect, copy and audit these records, including all source documents.

If the SRF Financing is not entered into, each City shall use its best efforts to enter into a Long-Term Financing, the proceeds of which shall be deposited into either the Ceres Account or the Turlock Account of the Long-Term Financing Fund, as applicable. The proceeds on deposit in the Long-Term Financing Fund shall only be used by SRWA to (1) fund the Capital Costs allocated to the Cities or (2) reimburse the Cities for prior payment by Cities of such Capital Costs, in each case, in the manner directed by each City to SRWA. SRWA shall prepare and provide to each Funding Agency an annual statement of the monies deposited into and all Capital Costs paid from the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account and the TID Capital Costs Account. If Long-Term Financings are entered into, SRWA shall prepare and provide to the Cities an annual statement of the monies deposited into the Long-Term Financing Fund and the use of any withdrawals from the Long-Term Financing Fund. Each Funding Agency and its employees, accountants, attorneys, and agents may review, inspect, copy and audit these records, including all source documents.

5.4. At the end of each fiscal year, SRWA shall undertake a reconciliation of the Capital Costs forecast for the year against the actual Capital Costs paid in the year. The

reconciliation shall determine the amount to which the actual costs exceeded or were less than the Funding Agency deposits made under section 5.3 for the year and the difference shall be credited or debited, as appropriate, into the calculation of the projected Capital Costs and Quarterly Payment Requests for the subsequent year. The reconciliation shall apply any grant funding received in the year to adjust and offset the calculation of each City's share of the projected Capital Costs for the subsequent year. If and after the SWRCB approves the SRF Financing, or if a Long-Term Financing is entered into, the reconciliation also shall apply to any SRF Financing or Long-Term Financing disbursements received in the year to adjust and offset the calculation of each City's share of the projected Capital Costs for the subsequent year. If the SWRCB approves the SRF Financing, or if a Long-Term Financing is entered into, and SRWA later determines that the Capital Costs allocable to the Cities may exceed the expected proceeds of the SRF Financing or Long-Term Financing, as applicable, SRWA promptly will give written notice of this determination to each City together with a forecast and explanation of the potential or expected SRF Financing or Long-Term Financing shortfall.

5.5. Upon completion of the Design-Build Work and other Phase 3 Project work and services (e.g., permit closeout) and payment of all Capital Costs and, if applicable, after receipt of the final SRF Financing disbursement (which will occur sometime after completion of construction), SRWA will prepare and provide to each Funding Agency a final statement of the total Capital Costs for the Phase 3 Project work, including a breakdown of amounts for each component for each Funding Agency, the monies deposited to the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account and the TID Capital Costs Account, all SRWA costs paid or reimbursed from such fund and accounts, the total amount of any proceeds of SRF Financing or Long-Term Financing, and any grant funding. Any amounts remaining in the Capital Costs Fund, the Ceres Capital Costs Account, the Turlock Capital Costs Account, and the TID Capital Costs Account shall be refunded without interest to the applicable Funding Agency. Any money remaining in the SRF Financing Fund shall be processed by SRWA in accordance with the SRWA/SWRCB SRF Financing agreement. Any moneys remaining in an account of the Long-Term Financing Fund shall be returned to the City on whose behalf the Account is held. For the Cities, and assuming SWRCB approval of the SRF Financing or the issuance of the Long-Term Financing, this final statement also shall include a final calculation and reconciliation of the City funding advances and SRF Financing or Long-Term Financing disbursements (and any grant funding).

6. Interim Financing and Long-Term Financing. The parties acknowledge that each City will use its best efforts to enter into an Interim Financing for the purpose of funding each City's initial share of the Capital Costs. The principal amount of the Interim Financing for Ceres is expected to be an amount not to exceed \$_____ and the principal amount of the Interim Financing for Turlock is expected to be an amount not to exceed \$_____. Each City expects to be able to use a portion of the proceeds of the SRF Financing, if and when received by SRWA, to repay the principal portion of its Interim Financing. However, in the event that the SRF Financing is not entered into, each City agrees that it will use its best efforts to enter into a Long-Term Financing to pay its proportionate share of the Capital Costs. The proceeds of each City's Long-Term Financing are expected to be used to repay such City's Interim Financing.

7. Change Orders. The Capital Costs shall include additional costs relating to any additive Design-Build Contract change order approved by SRWA. Prior to approving any such change order, SRWA shall provide the proposed change order (including a description of how the change order will impact the Capital Costs of each Funding Agency) to each Funding Agency for its prior review and approval. If a Funding Agency requests a Design-Build Work change that results in an additive change order to the Design-Build Contract, then the Funding Agency requesting the change shall pay all change order-related costs to SRWA, unless the parties otherwise agree in writing.

8. General Provisions

8.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

a. However, the Raw Water Pump Station Phase 1 Project Construction Funding Agreement among the parties shall continue to apply to the completion of construction and closeout of the Phase 1 Project work, SRWA/C. Overaa & Co. contract, and related costs.

b. If there are any irreconcilable differences between this Agreement and the TID/SRWA Agreement or the Joint Powers Agreement as to the funding of the Phase 3 Project and, if applicable, the SRF Financing, this Agreement shall govern.

8.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

8.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

8.4. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by all parties. Amendment by SRWA requires approval by the SRWA Board of Directors at a noticed public meeting.

8.5. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated, or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by a party without the prior written consent of the other parties. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void.

8.6. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or

equity. A party's exercise of any remedy under this Agreement will not prejudice or affect the enforcement of any other remedy.

8.7. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA: General Manager Stanislaus Regional Water Authority c/o City of Turlock 156 S. Broadway, Suite 270 Turlock, CA 95380 granbergassociates@gmail.com	City of Ceres: City Manager City of Ceres 2220 Magnolia Street Ceres, CA 95307 toby.wells@ci.ceres.ca.us
City of Turlock: City Manager City of Turlock 156 S. Broadway Turlock, CA 95380 <i>[insert email]</i>	TID: General Manager Turlock Irrigation District 333 East Canal Drive P.O. Box 949 Turlock, CA 95381 <i>[insert email]</i>

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other

party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

STANISLAUS REGIONAL WATER
AUTHORITY

CITY OF CERES

Dated: _____, 20__

Dated: _____, 20__

By: _____
Robert Granberg
General Manager

By: _____
Toby Wells
City Manager

Attest:

Attest:

Approved as to form and content:

Approved as to form and content:

Richard P. Shanahan
General Counsel

City Attorney

CITY OF TURLOCK

TURLOCK IRRIGATION DISTRICT

Dated: _____, 20__

Dated: _____, 20__

By: _____
City Manager

By: _____
Assistant General Manager

Attest:

Attest:

Approved as to form and content:

Approved as to form and content:

Douglas L. White
City Attorney

Roger Masuda
General Counsel

EXHIBIT A
SRWA Project Management Team Memorandum dated June 19, 2019



MEMORANDUM

DATE: June 19, 2019

TO: Technical Advisory Committee

FROM: Project Management Team

SUBJECT: Cost Allocations for SRWA Surface Water Supply Project

This memo documents cost allocations (shown as percentages in Table 1 below) for the City of Turlock, City of Ceres, and Turlock Irrigation District's (TID) financial contribution toward the Stanislaus Regional Water Authority (SRWA) Surface Water Supply Project (Project). This memo is an update to the memo dated October 10, 2018 which provided a tabulation of the percentage of each task's cost allocations. The percent allocations that have changed, or been added in the case of new tasks, since the October 2018 memo are highlighted in Table 1.

For TID's cost share, the cost allocation percentages shown in Table 1 are consistent with the District Delivery Facilities Capital Cost Allocation stated in the 2015 Water Sales Agreement, which states that TID is responsible for paying 20 percent of the District Delivery Facilities Capital Cost. Therefore, where tasks are 100% related to District Delivery Facilities, TID's responsibility shown in the last column of Table 1 is 20%. Note that many tasks are only partially related to District Delivery Facilities and therefore, because TID is only responsible for 20% of District Delivery Facility activities, TID's responsibility for these tasks is less than 20%.

All cost allocations presented in Table 1 shall be considered effective July 1, 2019.

Table 1. Cost Allocation Percentages for Project Costs Effective July 1, 2019

Task No.	General Ledger No.	Consultant Task No.	Party Performing Service	Task Name	City of Turlock Responsibility, percent	City of Ceres Responsibility, percent	TID's Responsibility, percent
100	--	--	--	Program Management	--	--	--
101	43060_012	02.00	West Yost	General Manager Selection	50.00	50.00	0.00
102	43060_012	13.00	West Yost	Discussions with Potential Project Partners	50.00	50.00	0.00
103	43060_012	19.00, 19.01, 19.12	West Yost	Public Outreach	50.00	50.00	0.00
104	43060_012	01.01, 01.02, 01.03, 01.04, 01.05, 01.06	West Yost	Program Management Activities	50.00	50.00	0.00
105	43060_012	17.00, 17.01	West Yost	Future Phase Planning	50.00	50.00	0.00
106	43105_003	NA	SRWA	SRWA Staff: Treasurer/Accounting	50.00	50.00	0.00
107	43060_021	NA	Granberg	SRWA Staff: General Manager	50.00	50.00	0.00
108	43105_003	NA	SRWA	SRWA Staff: Secretary	50.00	50.00	0.00
109	43105_003	NA	SRWA	SRWA Staff: General Counsel	50.00	50.00	0.00
110	43195	8863-0001	BKS	Specialty Legal Counsel	50.00	50.00	0.00
111	43011	N/A	TBD	Government Relations and Public Affairs Consultant	50.00	50.00	0.00
112	43055_002	N/A	SRWA	SRWA Audits	50.00	50.00	0.00
113	44001_000, 44035, 44040_000, 47010, 47040_000, 47090_001, 47095_000	N/A	SRWA	Incidental Costs	50.00	50.00	0.00
200	--	--	--	Finance/Funding	--	--	--
201	43060_012	06.00, 06.01	West Yost	Funding Strategy	50.00	50.00	0.00
202	43060_012	18.00, 18.14	West Yost	Preliminary Financial Evaluation of Impact to Existing Rates	50.00	50.00	0.00
203	43060_012	06.03	West Yost	Grant Funding	50.00	50.00	0.00
204	43060_012	N/A	West Yost	Funding Opportunities - Turlock Facilities	100.00	0.00	0.00
205	43060_012	N/A	West Yost	Funding Opportunities - Ceres Facilities	0.00	100.00	0.00
206	43060_012	06.02, 06.04, 06.20	West Yost	State Revolving Fund Loans	50.00	50.00	0.00
207	43060_012	N/A	West Yost	SRF Loan - Turlock Facilities	100.00	0.00	0.00
208	43060_012	N/A	West Yost	SRF Loan - Ceres Facilities	0.00	100.00	0.00
209	43329	18 (Phase 2 contract)	Horizon	State Revolving Fund Loans - Environmental Package	50.00	50.00	0.00
300	--	--	--	Facilities Planning	--	--	--
301	43060_012	01.07	West Yost	Review Previous Work	50.00	50.00	0.00
302	43060_012	03.00	West Yost	Demand and Supply Analysis	50.00	50.00	0.00
303	43060_012	07.01, 07.02, 07.03, 07.11, 07.17A, 07.18, 07.19 (a),(b)	West Yost	Water Quality	50.00	50.00	0.00
304	43060_012	07.04, 07.13 (c)	West Yost	Infiltration Gallery Evaluation	53.33	26.67	20.00
305	43060_012	08.00	West Yost	Technical Assistance with TID's Water Transfer	66.67	33.33	0.00
306	43060_012	09.00, 09.16A	West Yost	Alignment Study	48.10	48.10	3.80
307	43060_012	10.00, 10.02	West Yost	Hydraulic Analysis	50.00	50.00	0.00
308	43060_012	11.01, 11.02, 11.11	West Yost	Treatment Process Evaluation	50.00	50.00	0.00
309	N/A	N/A	TBD	Integration Study	50.00	50.00	0.00
310	43060_012	10.02A	West Yost	Integration Study Modeling Support - Ceres	0.00	100.00	0.00
311	43060_012	10.02B	West Yost	Integration Study Modeling Support - Turlock	100.00	0.00	0.00
312	43060_012	12.00	West Yost	Project Delivery Evaluation	50.00	50.00	0.00
313	43060_012	14.00, 14.01	West Yost	Schedule Development	50.00	50.00	0.00
314	43060_012	15.00, 15.01, 15.02, 15.03, 15.04, 15.11, 15.17, 15.20, 15.21	West Yost	Program Budgeting	50.00	50.00	0.00
315	43060_012	16.00	West Yost	Project Definition TM	50.00	50.00	0.00
316	43060_012	N/A	West Yost	Technical Services - SRWA	50.00	50.00	0.00
317	43060_012	N/A	West Yost	Technical Services - Turlock	100.00	0.00	0.00
318	43060_012	N/A	West Yost	Technical Services - Ceres	0.00	100.00	0.00
319	43060_012	N/A	West Yost	Technical Services - TID	0.00	0.00	100.00
400	--	--	--	Permitting and Environmental Documentation	--	--	--
401	43329	15 (Phase 1 contract)	Horizon	Wet Well CEQA/NEPA	53.33	26.67	20.00
402	43329	1 - 13 (Phase 1 contract), 13 (Phase 2 contract)	Horizon	Project Coordination; Regional Project CEQA/NEPA	50.00	50.00	0.00
403	43329	14 (Phase 1 contract), 16 (Phase 1 contract, for wet well), and \$56,140 of 19 (Phase 2 contract)	Horizon	Environmental Permits	41.22	41.22	17.56
404	43329	\$24,000 of Task 19 (Phase 2 contract)	Horizon	Water Transfer Environmental Support	50.00	50.00	0.00

Table 1. Cost Allocation Percentages for Project Costs Effective July 1, 2019

Task No.	General Ledger No.	Consultant Task No.	Party Performing Service	Task Name	City of Turlock Responsibility, percent	City of Ceres Responsibility, percent	TID's Responsibility, percent
405	43060_012	04.00, 04.01, 04.13, 04.17, 04.20, 04.25	West Yost	EIR Technical Assistance	46.85	46.85	6.30
406	43060_012	05.00, 05.01, 05.11, 05.15	West Yost	Non-Environmental Permits/Utility Coordination	46.39	46.39	7.22
407	43195	8863-0003	BKS	CEQA Legal Support	50.00	50.00	0.00
408	43060_023	N/A	MID/HDR	Watershed Sanitary Survey	50.00	50.00	0.00
409	43332	N/A	SRWA	Pre-Construction Permit Fees	50.00	50.00	0.00
410	43332_002	N/A	SRWA	Water Transfer Fee	66.67	33.33	0.00
500	--	--	--	ROW Acquisition	--	--	--
501	43060_012	09.01, 09.15, 09.22, 09.22A, 09.23	West Yost	ROW Acquisition - District Delivery Facilities	53.33	26.67	20.00
502	43060_012	09.03, 09.23B	West Yost	ROW Acquisition - Turlock Facilities	100.00	0.00	0.00
503	43060_012	09.02, 09.23A	West Yost	ROW Acquisition - Ceres Facilities	0.00	100.00	0.00
504	51001	N/A	SRWA	Appraisals - District Delivery Facilities	53.33	26.67	20.00
505	51001	N/A	SRWA	Appraisals - Turlock Facilities	100.00	0.00	0.00
506	51001	N/A	SRWA	Appraisals - Ceres Facilities	0.00	100.00	0.00
507	none assigned	N/A	TID	Eminent Domain - District Delivery Facilities	53.33	26.67	20.00
508	51001	N/A	SRWA	Land/Easement Purchase - District Delivery Facilities	53.33	26.67	20.00
509	51001	N/A	SRWA	Land/Easement Purchase - Regional Facilities	66.67	33.33	0.00
510	51001	N/A	SRWA	Land/Easement Purchase - Turlock Facilities	100.00	0.00	0.00
511	51001	N/A	SRWA	Land/Easement Purchase - Ceres Facilities	0.00	100.00	0.00
600	--	--	--	Infrastructure	--	--	--
601	--	--	--	Wet Well Project	--	--	--
602	51800_001	7.04 ^(a) , 1 - 5 (Wet Well Design Contract)	West Yost	Wet Well Design & Engineering Services During Construction	53.33	26.67	20.00
603	51801_002	N/A	ICM	Wet Well Construction Management	53.33	26.67	20.00
604	51801_001	N/A	Overaa	Wet Well Construction	53.33	26.67	20.00
605	43332	N/A	SRWA	Wet Well Permit and Utility Fees	53.33	26.67	20.00
606	51801_005	17 (Phase 2 contract)	Horizon	Wet Well Environmental Monitoring & Permit Compliance	53.33	26.67	20.00
607	43195	8863-0002	BKS	Legal Services Related to Wet Well and District Delivery Facilities	53.33	26.67	20.00
608		N/A	SRWA	Infiltration Gallery Construction Reimbursement	66.67	33.33	0.00
609	--	--	--	Regional Design-Build Project	--	--	--
610	43060_012	12.01, 12.02, 12.03, 12.04, 12.05, 12.11, 12.16A, 12.16B, 12.17A, 12.17B, 12.20A, 12.20B, 12.20C	West Yost	Project Procurement	49.02	49.02	1.97
611	43060_012	04.02, 05.02, 07.05, 07.16, 07-17B, 07.20, 07.25, 07.26, 09.04, 09.05, 09.22D, 09.26A, 10.01, 11.04, 11.05, 11.17, 11.20, 11.22, 11.24, 11.25, 11.26, 11.27	West Yost	Predesign & Technical Appendices	48.24	48.24	3.52
612	43060_012	09.06, 09.16B, 09.22B, 09.26B	West Yost	Ceres Pipeline Predesign & Technical Appendices	0.00	100.00	0.00
613	43060_012	09.07, 09.16C, 09.22C, 09.26C	West Yost	Turlock Pipeline Predesign & Technical Appendices	100.00	0.00	0.00
614	43195	8863-0003	BKS	Specialty Procurement Legal Counsel	49.02	49.02	1.97
615	43060_022	N/A	PFAL	Financial Evaluation of Proposers	49.02	49.02	1.97
616	43060_012	N/A	West Yost	Contract Compliance	65.68	32.35	1.97
617	43060_012	N/A	West Yost	Construction Oversight	65.68	32.35	1.97
618	43332	N/A	SRWA	Regional DB Permit and Utility Fees	49.02	49.02	1.97
619	43329	N/A	Horizon	Regional DB Environmental Monitoring	43.00	43.00	14.00
620	43332_001	N/A	SRWA	Environmental Mitigation	53.33	26.67	20.00
621	none assigned	N/A	TBD	DB Contract: Pre-Construction Date	62.50	35.00	2.50
622	none assigned	N/A	TBD	DB Contract: Raw Water Pump Station Design and Construction	53.33	26.67	20.00
623	none assigned	N/A	TBD	DB Contract: Raw Water Transmission Main Design and Construction	53.33	26.67	20.00
624	none assigned	N/A	TBD	DB Contract: Water Treatment Plant Design and Construction	66.67	33.33	0.00
625	none assigned	N/A	TBD	DB Contract: Finished Turlock Water Transmission Mains Design and Construction	0.00	100.00	0.00
626	none assigned	N/A	TBD	DB Contract: Finished Ceres Water Transmission Mains Design and Construction	100.00	0.00	0.00

Table 1. Cost Allocation Percentages for Project Costs Effective July 1, 2019

Task No.	General Ledger No.	Consultant Task No.	Party Performing Service	Task Name	City of Turlock Responsibility percent	City of Ceres Responsibility percent	TID's Responsibility percent
627	none assigned	N/A	TBD	DB Contract: Project Instrumentation, Controls, and Security Systems	50.00	50.00	0.00
628	none assigned	N/A	SRWA	Raw Material Price Adjustment	62.50	35.00	2.50
629	none assigned	N/A	SRWA	SRWA Contract Risk Transfer Items	50.00	50.00	0.00
630	--	--	--	Ceres Local Improvements	--	--	--
631	none assigned	N/A	Blackwater	Ceres Design & Engineering Services During Construction	0.00	100.00	0.00
632	none assigned	N/A	TBD	Ceres Construction Management	0.00	100.00	0.00
633	none assigned	N/A	TBD	Ceres Construction	0.00	100.00	0.00
634	none assigned	N/A	TBD	Ceres Permit and Utility Fees	0.00	100.00	0.00
635	none assigned	N/A	TBD	Ceres Environmental Monitoring	0.00	100.00	0.00
636	--	--	--	Turlock Local Improvements	--	--	--
637	none assigned	N/A	Carolio	Turlock Design & Engineering Services During Construction	100.00	0.00	0.00
638	none assigned	N/A	TBD	Turlock Construction Management	100.00	0.00	0.00
639	none assigned	N/A	TBD	Turlock Construction	100.00	0.00	0.00
640	none assigned	N/A	TBD	Turlock Permit and Utility Fees	100.00	0.00	0.00
641	none assigned	N/A	TBD	Turlock Environmental Monitoring	100.00	0.00	0.00
700	--	--	--	Contingency	--	--	--
701	43060_012, 51801_001	West Yost contract: 20.00, 20.01; Overaa contract: no specific task #	Overaa, West Yost	Capital Contingency	60.05 ^(a)	37.70 ^(a)	2.25 ^(a)

- (a) SRWA line item 303 may have included West Yost Tasks 7.01, 7.02, 7.03, 7.04, 7.11, 7.13, 7.17, 7.18, or 7.19 during Phase 1 or Tasks 7.03, 7.11, 7.13, 7.18, or 7.19 during Phase 2. Prior to 2018, "Water Quality and Infiltration Gallery Evaluation" was all line item 303 but starting with the FY16/19 budget, this line item is split up into 303 (for Water Quality) and 304 (for Infiltration Gallery Evaluation).
- (b) Tasks 7.03, 7.11, 7.18, and 7.19 are 100% water quality-related and were active during Phase 1 and Phase 2; and Task 7.17A is 100% water quality-related and is only active during Phase 2.
- (c) Tasks 7.04 and 7.13 are only Infiltration Gallery Evaluation (IGE)-related and were active during Phase 1 and Phase 2.
- (d) These allocation percentages are presented only for budgeting purposes. Invoices containing charges to the Capital Contingency line item will need to specify the appropriate cost allocation percentages for the particular work done during the invoice period.

BKS = Bartkiewicz, Kronick & Shanahan
 Blackwater = Blackwater Construction
 Carolio = Carolio Engineers
 CEQA = California Environmental Quality Act
 DB = Design-Build
 EIR = Environmental Impact Report
 Granberg = Granberg & Associates
 HDR = HDR Engineering
 Horizon = Horizon Water and Environment
 ICM = Infiltration Construction Management Group, Inc.
 MID = Modesto Irrigation District
 N/A = Not applicable
 NEPA = National Environmental Policy Act
 Overaa = Overaa Construction
 PFAL = Project Finance Advisory, Ltd.
 ROW = Right-of-Way
 SRWA = Stanislaus Regional Water Authority
 TAC = Technical Advisory Committee
 TBD = To be determined
 TID = Turlock Irrigation District
 West Yost = West Yost Associates



Cost allocations are new due to new tasks since the October 10, 2018 Cost Allocation Memo



Cost allocations have changed since the October 10, 2018 Cost Allocation Memo

City Council Staff Report

January 14, 2020



From: Michael I. Cooke, Interim City Manager

Prepared by: Michael I. Cooke, Interim City Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a policy on the use of revenues derived from the various Council approved cannabis-related businesses

2. SYNOPSIS:

Adopting a policy on the use of cannabis derived revenues.

3. DISCUSSION OF ISSUE:

On June 11, 2019, the City Council approved Ordinance 1255-CS, approving a cannabis pilot program. The ordinance established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution and testing.

Approval of cannabis-related businesses requires a development agreement and appropriate land use entitlement. As part of the development agreement, cannabis businesses are required to remit to the City a Public Benefit charge in the amount of 5.25% of gross receipts, with .25% set aside for drug diversion and education programs. It is anticipated that once all dispensaries and other cannabis-related businesses are in full operation, the City could realize a minimum of \$2 million per year in Public Benefit revenue.

Due to constantly changing state (and potential federal) regulations, this revenue stream is somewhat uncertain in nature. Therefore, at the time the cannabis pilot program was adopted, some council members expressed a desire not to use this revenue for ongoing operational expenses. This desire has been expressed on other occasions as development agreements were approved; however, no formal policy has been adopted.

Therefore, Staff recommends the adoption of a policy on the use of cannabis derived revenues, including development agreements and sales tax, to be used as follows:

1. Payment of all cannabis business related expenses, such as administration, enforcement, drug abuse awareness and prevention, security, audits, inspections and legal costs (off the top);
2. Unfunded liabilities, including Asset Replacement, such as facilities, vehicles, and equipment with an emphasis on General Fund assets, Engineering Fund (502), Landscape Assessment District Maintenance (246), and CalPERS unfunded liability and;
3. One-time emergency capital improvement projects.

The cannabis industry is constantly being evaluated and changing. The City could be placed at risk if it becomes dependent on these revenues for ongoing operations costs should changes in state or federal law affect the City's ability to use development agreements for cannabis-related businesses.

4. BASIS FOR RECOMMENDATION:

- A. The policy is needed to establish a plan to use cannabis derived revenues in a manner that would benefit the City's long-term financial health.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this item. However, as revenues are received by the City, unfunded liabilities may be reduced and eliminated.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not adopt the policy at this time. This alternative is not recommended as direction is needed to establish a plan to use cannabis related business revenues in a manner approved by City Council.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A POLICY ON }
THE USE OF REVENUES DERIVED FROM THE }
VARIOUS COUNCIL APPROVED CANNABIS- }
RELATED BUSINESSES }
_____ }

RESOLUTION NO 2020-

WHEREAS, the City Council approved Ordinance 1255-CS on June 11, 2019, approving a cannabis pilot program; and

WHEREAS, the cannabis pilot program established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution, and testing; and

WHEREAS, the City Council desires to use cannabis derived revenues on cannabis related expenses, unfunded liabilities, asset replacement, and one-time emergency capital improvement projects; and

WHEREAS, the policy on the use of revenues derived from the various Council approved cannabis-related businesses is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a policy on the use of revenues derived from the various Council approved cannabis-related businesses.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES: None
NOES: None
NOT PARTICIPATING: None
ABSENT: None

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

**CITY OF TURLOCK
POLICY ON USE OF CANNABIS DERIVED REVENUES**

A. PURPOSE

On June 11, 2019, City Council approved Ordinance 1255-CS amending the Turlock Municipal Code which established a Cannabis Business Pilot Program. The purpose of this policy is to define the use of the revenues derived from cannabis related businesses.

B. POLICY

It is City Policy that the Public Benefit revenues derived from development agreements with cannabis related businesses be used for cannabis business related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements.

C. PROCEDURES

- 1. Revenue collection:** All revenues collected via development agreement and state sales tax revenues derived from a cannabis related business shall be collected and placed in a special account within Fund 110 (General Fund).
- 2. Expenses:** Cannabis derived revenues will be used as follows:
 - a. All cannabis business related expenses, including but not limited to:
 - i. Collection of revenues, including security;
 - ii. Deposit of revenue, including security;
 - iii. Enforcement of the provisions of the Cannabis Business Pilot Program including authorized and unauthorized activities;
 - iv. Monitoring of businesses for compliance with the terms of Development Agreements and land use entitlements; Drug abuse awareness and prevention programs with a particular emphasis on youth programs;
 - v. Auditing;
 - vi. Code enforcement;
 - vii. Legal Fees.
 - b. Unfunded liabilities as follows:
 - i. Asset replacement funds (General Fund), including but not limited to City facilities, equipment and vehicles;
 - ii. Engineering Fund (Fund 502) and Landscape Assessment (Fund 246);
 - iii. CalPERS Unfunded Liability (General Fund).
 - c. Capital Expenses for one-time emergency Capital Improvement projects:
 - i. The City Manager shall recommend to the City Council a project for the use of cannabis revenues identified above for use on one-time emergency capital improvement projects.

City Council Staff Report

January 14, 2020



10A

From: Michael I. Cooke, Interim City Manager

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

No City Council action is requested. This item is informational only regarding the formation of a Community Priorities Advisory Committee ("CPAC") to provide the Interim City Manager recommendations to assess and prioritize essential, General-Funded City of Turlock ("City") services and programs with the following objectives:

- a. Continue ongoing public outreach efforts and help develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service;
- b. Review aspects of key General-Funded City operations, prioritizing community expectations for the levels of service provided by five General-Funded City departments: Police, Fire, Parks and Recreation, Development Services and Administration; and
- c. Review fiscal strategies and constraints associated with continued delivery of high-quality services at current or increased levels.

2. SYNOPSIS:

Discuss the formation of the CPAC with a mission and associated scope of work.

3. DISCUSSION OF ISSUE:

Since late last year, the City has taken a number of steps to increase public awareness of the City's fiscal situation. On November 12, 2019, the City Council directed staff to conduct community engagement and solicit feedback on how to best address the City's long-term financial stability. Subsequently, in late November 2019, four Council District workshops were held. Then, on December

10, 2019, the City Council engaged a political consultant to conduct public opinion research of likely voters about Turlock's quality of life and public services. Polling will occur in early 2020.

In the summer of 2019, the former City Manager established an informal "Fiscal Discussion Group" to discuss and advise the City Manager on the City's fiscal challenges. The group met twice in the fall and have been instrumental in strengthening public engagement in understanding the City's budget situation. This informational report is intended to alert the Council that staff intends to broaden the remit of this group to assist staff in preparing policy recommendations to the City Council to help address the City's fiscal situation as part of the upcoming budget preparation process.

Since the Great Recession, the City's fiscal position has improved, but at a somewhat slower pace than the City's rebounding economy. Initial recovery from the recession meant there was lost ground to be regained, as the City prioritized maintaining quality of life services and was able to minimize cuts with strong fiscal management and deferment of improvements and maintenance. Over the past several years, sales tax revenues increased as pent-up consumer demand was satisfied, and property tax revenues increased as real estate values recovered; however, this growth in revenues has shown signs of slowing down while expenses are outpacing revenue growth.

During and after the Great Recession, the City took a number of actions to reduce expenses in line with reduced revenue:

- Laid off twenty-three (23) staff in Development Services, all the while trying to maintain appropriate standards of customer service.
- Through the collective bargaining process, employees were required to pay their share of the PERS retirement as well as an additional portion of the employer share.
- Staffing and levels of service were reduced in the Police and Fire Departments.
- Positions were held open as staff left the City. In some cases, these people were not replaced, and positions were defunded.
- Capital improvements and general infrastructure were cut.

Similarly, in May 2019, after two years of deficit spending, the City Council adopted a balanced budget for 2019-20 where operational revenues equaled operational expenses. To develop a balanced budget, however, the City Council had to make \$4.4 million in projected expenditures which has adversely impacted the level and quality of General-Funded services. Examples include:

- 16 General-Fund positions defunded:
 - five Police
 - three Fire
 - four Development
 - four Parks, Recreation and Public Facilities
- Reductions in Police and Fire overtime;
- Reductions in Police and Fire programs;
- Reduced parks maintenance;
- Reduced counter hours at Development Services;
- Reduced counter hours at Recreation; and
- Deferred vehicle and equipment replacement.

These cuts are not sustainable in the long term. Furthermore, they do not fully address the City's long-term liabilities and fiscal sustainability. If the City were to maintain its current levels of service while also fully funding its long-term liabilities and deferred maintenance, the General-Fund budget would realize a \$4-5 million structural deficit per year, resulting in a fiscally unsustainable position moving forward.

Similar to past civic engagement processes undertaken by the City, City staff proposes to initiate the CPAC project as one of several comprehensive activities to ensure direct and meaningful community participation in reviewing levels of City-provided services. The CPAC process is intended to bring together City residents and businesses to assess specific General-Funded City services and programs and provide policy level recommendations to prioritize what we value as a community.

Specifically, CPAC will:

1. Develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service;
2. Review aspects of key General-Funded City operations, prioritizing community expectations for the levels of service provided by five General-Funded City departments: (1) Police, (2) Fire, (3) Parks and Recreation, (4) Administration, and (5) Development Services;
3. Review fiscal strategies and constraints associated with continued delivery of services at current or increased levels; and

4. Work in good faith to achieve consensus in developing options and recommendations.

Along with other public engagement opportunities and opinion research, the CPAC's work will help the Interim City Manager prepare policy recommendations to the City Council about the programs and levels of service the City should provide and how to fund them. CPAC will assist the Interim City Manager in developing a plan to maintain fiscal stability and ensure the highest quality of life the City can afford for its residents and businesses.

Members and Authority. CPAC will be an ad-hoc committee comprised and formed by the Interim City Manager. The composition and membership of CPAC will consist of the following:

1. Members of the City Manager's ad hoc Fiscal Discussion Group (up to 8).
2. Turlock Chamber of Commerce Board President, CEO, or designee (1).
3. A representative from one of Turlock's base sector employers (1).
4. Turlock Unified School District Board member, Superintendent or designee (1).
5. At-large community members (6-8) at the Interim City Manager's discretion, with at least one member coming from each of the four City Council districts, to seek a diverse range of geographic/neighborhood, generational, and demographic representation on the CPAC.

Applicants for at-large positions should indicate their status as, or affiliation with, one or more of the following: City resident, downtown Turlock business owner, small-business owner based in the City, and major City employer. The Interim City Manager will select committee members in a manner that will encourage a diverse cross section of experience, areas of interest, neighborhoods, and other factors.

Term. The project would kick off in February 2020 and would be required to complete its work and produce preliminary findings and recommendations to the City Council no later than late April 2020 so they may be incorporated into the FY 2020-2021 budget. The CPAC will most likely meet weekly, with other meetings added as necessary in consultation with CPAC members. Completion of the initial phase project within a three-month period will require a significant commitment of time, energy, and focus from the CPAC members and City staff.

Should opinion research indicate that a November 2020 ballot initiative is feasible, and the City Council chooses to place a revenue augmentation measure on the ballot, the CPAC (or a subgroup thereof) may elect to continue their work through the end of 2020.

Guiding Principles. The Interim City Manager will develop Guiding Principles to be provided to the members to clearly define the purpose and the tasks of the CPAC. The Guiding Principles will be included in the initial packet of information provided to the members and will be reviewed by the facilitator as part of the CPAC's orientation.

Facilitation Services. Staff recommends the City Council consider hiring a facilitator to help facilitate the CPAC meetings. A meeting facilitator is a neutral coordinator who helps set meeting expectations, facilitates comments, and assists in consensus building to ensure effective participation by all CPAC members in making findings and formulating policy recommendations. A meeting facilitator would also help to focus the meeting within the CPAC's Guiding Principles established by the Interim City Manager.

The City currently uses the professional services of Jantzen Communications. Ms. Jantzen's role could be expanded to assist CPAC as a neutral coordinator. Ms. Jantzen is recommended based on factors that include her:

- Understanding of the City's needs related to this project and projected scope of work;
- Experience and skill sets specializing in strategic planning, stakeholder outreach, participation, and facilitation;
- Knowledge and experience of and with the Turlock community;
- Experience with other cities in facilitating visioning projects specifically in response to budget issues;
- Proven abilities to work with large groups in consensus building; and
- Capability to achieve results within the project's aggressive timeline.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The formation of a CPAC would likely require various City staff resources from each of the following departments: City Manager; Fire; Police; Parks and Recreation; Municipal Services, Development Services as well as Administration as needed. Existing City staff will be used to absorb this finite period of increased workload to the extent feasible. Consultants may be needed to assist in meeting facilitation, public outreach strategy development, and to conduct a scientific community survey – this all depends on how the group proceeds.

Costs associated with all aspects of the project are expected to be in the range of \$50,000 (Fifty Thousand Dollars) and may require a budget adjustment in the future. As previously noted, City staff intends to use some of the same consultants

who participated in past City engagement projects due to their experience and knowledge of the City. City staff will bring back information regarding the consultant scopes of work, cost, and a budget adjustment for City Council approval. Utilizing a committee process and ensuring broad, meaningful civic engagement in this effort will require a higher commitment of City staff resources and consultant costs; however, the effect will be significant. The City's effort to gather and leverage public knowledge to generate collective ideas and informed recommendations will advance the quality and effectiveness of our budgeting process. The budget is ultimately a reflection of the community's priorities and values, as it outlines how the City invests its resources to make Turlock the kind of community our residents want it to be.

5. CITY MANAGER'S COMMENTS:

None.

6. ENVIRONMENTAL DETERMINATION:

The formation of the CPAC will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2) and therefore is not subject to CEQA review.