

City Council Agenda



JUNE 9, 2020
6:00 p.m.
City of Turlock
156 S. Broadway, Turlock, California

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC.

THE MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2.

MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

**JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>
WEBINAR ID: 849 2462 9186**

OR

**JOIN BY TELEPHONE: 669-900-6833
WEBINAR ID: 849 2462 9186**

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati
Vice Mayor

Gil Esquer
Becky Arellano

City Manager
Toby Wells, P.E.
City Clerk
Jennifer Land
City Attorney
Douglas L. White

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.

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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 agendized 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, May 2020, Fire Captain David Bickle

4. PUBLIC PARTICIPATION

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS (3 MINUTES) AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20.

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: None

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 5/7/20 in the amount of \$668,634.46; Weekly Demands of 5/14/20 in the amount of \$1,825,416.16

- B. Motion: Accepting Minutes of the Regular Meeting of May 12, 2020
- C. Resolution: Adopting the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Turlock
- D. Motion: Approving the Public Services Grant Agreements with the seven (7) nonprofit agencies for fiscal year 2020-2021 funded with Community Development Block Grant Program (CDBG) funds and authorizing the City Manager or designee to execute all related and necessary documents
- E. Motion: Approving the eight (8) Annual Funding Agreements between the City of Turlock and each of the HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for FY 2020-2021 in the amount of \$1,363,238 and authorizing the City Manager or designee to execute all related and necessary documents
- F. Resolution: Accepting a monetary donation in the amount of \$1,000 to the City of Turlock Fire Department from Recology for mutual aid assistance provided during the Recology Fire and appropriating said funds to account number 110-30-300.37010_000 "Miscellaneous General"
- G. Resolution: Accepting a monetary donation in the amount of \$9,000 to the City of Turlock Police Department K9 Program from Harvest Church and appropriating said funds to account number 266-20-255-346.47115 "K-9 Expenses" in Fund 266 "Police Services Grants" in support of the purchase of a police service dog, equipment, and necessary training
- H. Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2020 FY Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$91,391 and appropriating said funds to account number 266-20-255-341.35720_005 "Revenue JAG Grant 2020-VD-BX-0414" and account number 266-20-255-341.51107_009 "JAG Expenses 2020-VD-BX-0414" in Fund 266 "Police Services Grants"
- I. Resolution: Rescinding Resolution No. 2015-085 and adopting a new Resolution updating the Investment Policy for the City of Turlock
- J. Resolution: Rescinding Resolution No. 2019-164 and adopting a new Resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank
- K. Resolution: Authorizing an Agreement between the City of Turlock and AIG/Glatfelters Insurance Company for Property Insurance, in the amount of \$172,314, covering the period of July 1, 2020 to June 30, 2021
- L. Resolution: Authorizing an Agreement between the City of Turlock and Travelers Casualty & Surety Company of America for Cyber Liability Insurance, in the amount of \$19,637, covering the period of July 1, 2020 to June 30, 2021
- M. Resolution: Authorizing an Agreement between the City of Turlock and Chubb/Ace Insurance Company for Employment Practices Liability Insurance, in the amount of \$45,000, covering the period of July 1, 2020 to June 30, 2021
- N. Resolution: Authorizing an Agreement between the City of Turlock and National Union Fire Insurance for Liability Insurance for the Turlock Municipal Airport, in the amount of \$2,900, covering the period of July 1, 2020 to June 30, 2021
- O. Resolution: Authorizing an Agreement between the City of Turlock and Midwest Employers Casualty for Excess Workers' Compensation Insurance, in the estimated amount of \$99,815, covering the period of July 1, 2020 to June 30, 2021
- P. Resolution: Authorizing Agreements between the City of Turlock and related benefit partners in conjunction with the Excess Loss Insurance for City employees for Fiscal Year 2020-2021

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- Q. 1. Motion: Authorizing the continued engagement of the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator for the City of Turlock for completion of the FY 2019/20 labor negotiations and commencement of the FY 2020/21 labor negotiations with all six of the collective bargaining units recognized by the City of Turlock, for legal services related to handling PERB Unfair Practice Charge No. SA-CE-1114-M (Fire), and handling TAPO Grievance filed on February 21, 2020
2. Resolution: Appropriating \$57,000 to account number 110-10-109.43010 "Contract Attorney" from Fund 110 "General Fund" unallocated reserves for \$46,000 in legal services related to finalizing FY 2019/20 labor negotiations, \$6,000 in legal services related to FY 2020/21 labor negotiations, and \$5,000 in legal services related to handling TAPO Grievance filed on February 21, 2020

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:**

- A. Council will provide direction regarding a Sales Tax Measure for the November 2020 Ballot (*Wells*)

9. **ACTION ITEMS:** None

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. COVID-19 Update (*Carlson*)
- B. Development Services Department Update (*Bray*)
- C. Communications Plan Update (*Wells*)

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. 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 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: City Manager Toby Wells and City Attorney Douglas L. White

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2020-
WEEKLY DEMANDS OF 5/7/20 IN THE	}	
AMOUNT OF \$668,634.46;	}	
WEEKLY DEMANDS OF 5/14/20 IN THE	}	
AMOUNT OF \$1,825,416.16	}	
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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:
5/7/20	\$668,634.46
5/14/20	\$1,825,416.16

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 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: 5/1/2020 - To Payment Date: 5/7/2020

6A,

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125294	05/05/2020	Open			Utility Management Refund	BUCK, JONATHAN	\$195.48		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			166359-003	MOVE OUT CREDIT	05/05/2020	Refund	\$195.48		
				Cash Account					
				420.11000 (Cash)					
125295	05/05/2020	Open			Utility Management Refund	DUPONT, TIFFANY	\$161.27		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			000488-006	MOVE OUT CREDIT	05/05/2020	Refund	\$161.27		
				Cash Account					
				420.11000 (Cash)					
125296	05/05/2020	Open			Utility Management Refund	ESTRADA, FRANCISCO	\$203.17		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			536598-005	MOVE OUT CREDIT	05/05/2020	Refund	\$203.17		
				Cash Account					
				420.11000 (Cash)					
125297	05/05/2020	Open			Utility Management Refund	IBARRA, ANGELICA	\$106.32		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			242950-002	MOVE OUT CREDIT	05/05/2020	Refund	\$106.32		
				Cash Account					
				420.11000 (Cash)					
125298	05/05/2020	Open			Utility Management Refund	KENDRICK, DIANA	\$47.33		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			189286-001	MOVE OUT CREDIT	05/05/2020	Refund	\$47.33		
				Cash Account					
				420.11000 (Cash)					
125299	05/05/2020	Open			Utility Management Refund	MENDOSA, RAYMOND	\$247.97		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			848360-002	MOVE OUT CREDIT	05/05/2020	Refund	\$247.97		
				Cash Account					
				420.11000 (Cash)					
125300	05/05/2020	Open			Utility Management Refund	RETEZ, REID	\$29.89		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			216666-001	MOVE OUT CREDIT	05/05/2020	Refund	\$29.89		
				Cash Account					
				420.11000 (Cash)					
125301	05/05/2020	Open			Utility Management Refund	SAINI, ANIL	\$292.24		
			Account Number	Description	Transaction Date	Transaction Type	Amount		
			443565-003	MOVE OUT CREDIT	05/05/2020	Refund	\$292.24		
				Cash Account					
				420.11000 (Cash)					

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Type	Transaction Amount	Reconciled Amount	Difference
125302	05/05/2020	Open			Cash Account 420.11000 (Cash)	SMITH, JASON	Refund	\$193.67		
					Utility Management Refund			\$292.24		
125303	05/05/2020	Open			Cash Account 420.11000 (Cash)	SOUSA, MARLA	Refund	\$73.08		
					Utility Management Refund			\$193.67		
125304	05/05/2020	Open			Cash Account 420.11000 (Cash)	VAL, GABRIEL	Refund	\$173.14		
					Utility Management Refund			\$73.08		
125305	05/05/2020	Open			Cash Account 420.11000 (Cash)	WANGELIN, CLINTON, H	Refund	\$137.44		
					Utility Management Refund			\$173.14		
125306	05/05/2020	Open			Cash Account 420.11000 (Cash)	WHINERY, SUSAN	Refund	\$206.35		
					Utility Management Refund			\$137.44		
125307	05/05/2020	Open			Cash Account 420.11000 (Cash)	WINTER, JACK	Refund	\$171.55		
					Utility Management Refund			\$206.35		
125308	05/07/2020	Open			Accounts Payable	A & P CONSTRUCTION		\$300.00		
	Invoice 4-27-20		Date 05/01/2020	Description 1143 Park St - Remove & install new exterior doors locks				\$300.00		
125309	05/07/2020	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC		\$17,676.54		
	Invoice 2000345724		Date 04/29/2020	Description February 29 - March 31, 2020				\$8,986.62		

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2000349499		04/29/2020	January 4 - April 3, 2020					
	Paying Fund			Cash Account					\$8,689.92
125310	05/07/2020	Open		410.11000 (Cash)	Accounts Payable	ALL VALLEY SMOG INC	\$74.25		\$17,676.54
	Invoice			Description					
	000102330		05/01/2020	ENG04-335					\$24.75
	000102315		05/01/2020	AD09-0445					\$24.75
	000102311		05/01/2020	AD08-0439					\$24.75
	Paying Fund			Cash Account					Amount
	246 - Landscape Assessment			246.11000 (Cash)					\$49.50
	502 - Engineering			502.11000 (Cash)					\$24.75
125311	05/07/2020	Open			Accounts Payable	AMERICAN MESSAGING	\$23.71		
	Invoice			Description					
	R1061851UE		05/06/2020	Acct #R1-061851 - Police Department					Amount
	R1061876UE		05/06/2020	Acct #R1-061876 - Fire Department					\$11.25
	Paying Fund			Cash Account					\$12.46
	110 - General Fund			110.11000 (Cash)					Amount
									\$23.71
125312	05/07/2020	Open			Accounts Payable	AT&T MOBILITY	\$185.92		
	Invoice			Description					
	04272020		05/05/2020	WIRELESS CHARGES FOR FIRE IPADS - APRIL 2020					Amount
	Paying Fund			Cash Account					\$185.92
	110 - General Fund			110.11000 (Cash)					Amount
									\$185.92
125313	05/07/2020	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$6,097.55		
	Invoice			Description					
	1103027		04/30/2020	PLAN CHECK SERVICES FOR BP#18-1294 def sub					Amount
	1526510		04/30/2020	truss calcs					\$1,297.50
	1524758		04/30/2020	PLAN CHECK SERVICES FOR BP#20-0118					\$1,016.25
	1524759		04/30/2020	PLAN CHECK SERVICES FOR BP#20-0244					\$1,320.20
	1524825		04/30/2020	PLAN CHECK SERVICES FOR BP#20-0245					\$1,503.60
	1524871		04/30/2020	PLAN CHECK SERVICES FOR BP#19-0074					\$701.25
	Paying Fund			Cash Account					Amount
	405 - Building			405.11000 (Cash)					\$258.75
									Amount
									\$6,097.55
125314	05/07/2020	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$174.98		
	Invoice			Description					
	0763228042520		05/06/2020	8203 13 001 0763228 / IT Internet					Amount
	0695883042620		05/06/2020	8203 13 001 0695883 / 901 S Walnut Rd (WQC)					\$80.00
	Paying Fund			Cash Account					\$94.98
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					Amount
	420 - WATER			420.11000 (Cash)					\$47.49
	501 - Information Technology			501.11000 (Cash)					\$80.00
125315	05/07/2020	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$640.32		
	Invoice			Description					
	4006480199		05/04/2020	APRIL 2020 PREMIUMS					Amount
	Paying Fund			Cash Account					\$640.32
	104 - Payroll Clearing Fund			104.11000 (Cash)					Amount
									\$640.32

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125316	05/07/2020	Open			Invoice		CITY OF TURLOCK - CASH	\$110.00		
	5-1-2020	REPLIN	05/01/2020		REPLINISH PETTY CASH-5/1/2020			\$110.00		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$53.00		
	420 - WATER				420.11000 (Cash)			\$57.00		
125317	05/07/2020	Open			Invoice		CLARK PEST CONTROL INC	\$280.00		
	26152898		05/01/2020		1141 Jacquelinelee Dr. - Pest Control for Single Service			\$280.00		
	Paying Fund				Cash Account			Amount		
	255 - CDBG				255.11000 (Cash)			\$280.00		
125318	05/07/2020	Open			Invoice		CRESCENT SURPLUS INC	\$86.28		
	61003		04/28/2020		TRAFFIC - (2) DRKNVY POLO			\$86.28		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$86.28		
125319	05/07/2020	Open			Invoice		CUSTOM LOCKSMITH & ALARM INC	\$200.51		
	32823		05/05/2020		SERVICE FOR LOCK AT BROADWAY PARK			\$200.51		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$200.51		
125320	05/07/2020	Open			Invoice		CYCLE SPECIALTIES INC	\$459.98		
	48881		04/28/2020		VEH #1339 2019 BMW R1250RT SERVICE			\$459.98		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$459.98		
125321	05/07/2020	Open			Invoice		DELTA WIRELESS & NETWORK	\$14,805.00		
	104004776-1		04/28/2020		MAINTENANCE AGREEMENT 4/1/2020-4/30/2020			\$14,805.00		
	Paying Fund				Cash Account			Amount		
	116 - Special Public Safety				116.11000 (Cash)			\$14,805.00		
125322	05/07/2020	Open			Invoice		DOWNTOWN FORD SALES INC	\$68,109.32		
	314382		05/01/2020		FORD F550 GAS 4X2 WITH SCELZI DUMP BODY			\$68,109.32		
	Paying Fund				Cash Account			Amount		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)			\$68,109.32		
125323	05/07/2020	Open			Invoice		EQUIFAX	\$19.32		
	5823498		04/28/2020		POLICE - BACKGROUND CREDIT CHECK APRIL 2020			\$14.49		
	5782507		04/28/2020		POLICE - BACKGROUND CREDIT CHECK MARCH 2020			\$4.83		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$19.32		

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125324	05/07/2020	Open				Accounts Payable	ER VINE & SONS INC	\$707.13		
	Invoice									
	0094182-IN		05/01/2020		Lubricating Oil and Miscellaneous Products				\$707.13	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$338.09	
	217 - Streets - Gas Tax				217.11000 (Cash)				\$48.39	
	246 - Landscape Assessment				246.11000 (Cash)				\$100.83	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$171.42	
	420 - WATER				420.11000 (Cash)				\$48.40	
125325	05/07/2020	Open				Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice									
	04302020FARIA		05/04/2020		4-30-20 PAYROLL WITHHOLDING				\$142.00	
	Paying Fund				Cash Account					
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$142.00	
125326	05/07/2020	Open				Accounts Payable	FASTENAL COMPANY INC	\$2,400.57		
	Invoice									
	CATUR162684		04/28/2020		(30) ALPET D2 CANISTER PR				\$661.49	
	CATUR163182		05/01/2020		TOOLS FOR TRUCK#543				\$395.42	
	CATUR163181		05/01/2020		TOOLS FOR WATER TRUCK #546				\$395.42	
	CATUR162577		05/01/2020		TOOLS				\$582.69	
	CATUR162832		05/01/2020		TOOLS FOR TRUCK #546				\$365.55	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$661.49	
	420 - WATER				420.11000 (Cash)				\$1,739.08	
125327	05/07/2020	Open				Accounts Payable	FERNANDES CONST INC, JIM	\$17,519.70		
	Invoice									
	EP #19-116E		04/30/2020		PJB EP # 19-116E REFUND IMPROVEMENT SECURITY				\$17,519.70	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$17,519.70	
125328	05/07/2020	Open				Accounts Payable	FRANCHISE TAX BOARD	\$100.00		
	Invoice									
	04302020JACKSON		05/04/2020		4-30-20 PAYROLL WITHHOLDING				\$100.00	
	Paying Fund				Cash Account					
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$100.00	
125329	05/07/2020	Open				Accounts Payable	GARTON TRACTOR INC	\$188.73		
	Invoice									
	CT65578		05/01/2020		PK01-4101				\$65.80	
	CT66057		05/01/2020		SP00-4070				\$351.67	
	CT63358		05/01/2020		OP03-690				(\$324.21)	
	CT65726		05/01/2020		SP00-4070				\$95.47	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$65.80	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$122.93	
125330	05/07/2020	Open				Accounts Payable	GCR TIRES & SERVICE	\$2,353.98		
	Invoice									
	858-38991		05/01/2020		POL19-1351				\$80.86	
	858-38993		05/01/2020		POL18-1325				\$1,630.06	

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125331	858-38992		05/01/2020	WT03-576					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$643.06
	420 - WATER			420.11000 (Cash)					\$1,710.92
		Open			Accounts Payable	GOMES & SONS INC, JOE M	\$10,500.03		
	Invoice								
	30432		05/06/2020	Fuel for Fire #3					\$1,064.86
	30531		05/06/2020	CUST #24090 - Fuel Expense for 4/1/20 - 4/15/20					\$9,435.17
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$6,076.99
	205 - Sports Facilities			205.11000 (Cash)					\$216.61
	217 - Streets - Gas Tax			217.11000 (Cash)					\$773.69
	246 - Landscape Assessment			246.11000 (Cash)					\$789.99
	405 - Building			405.11000 (Cash)					\$106.25
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$776.90
	420 - WATER			420.11000 (Cash)					\$904.01
	425 - Transit - Dial-A-Ride			425.11000 (Cash)					\$283.52
	426 - Transit - Fixed Route			426.11000 (Cash)					\$529.86
	502 - Engineering			502.11000 (Cash)					\$42.21
125332	05/07/2020	Open			Accounts Payable	HILMAR READY MIX	\$269.69		
	Invoice								
	10179		05/01/2020	parts for fire hydrant					\$86.30
	10184		05/01/2020	FIRE HYDRANT PAD					\$97.09
	10199		05/01/2020	570 SUN GARDEN					\$86.30
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$86.30
	420 - WATER			420.11000 (Cash)					\$183.39
125333	05/07/2020	Open			Accounts Payable	HIS TREE SERVICE INC	\$715.00		
	Invoice								
	EP20-045E		04/28/2020	PJB EP # 20-045E REFUND IMPROVEMENT SECURITY					\$715.00
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$715.00
125334	05/07/2020	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$321.64		
	Invoice								
	PS080123633		05/01/2020	SR18-89					\$321.64
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)					\$321.64
125335	05/07/2020	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$3,354.06		
	Invoice								
	32943		04/28/2020	TRANSCRIPTION SERVICES 3/16/2020-3/31/2020					\$1,606.50
	32975		04/28/2020	TRANSCRIPTION SERVICES 4/1/2020-4/15/2020					\$1,747.56
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$3,354.06
125336	05/07/2020	Open			Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$449.76		
	Invoice								
	140010		04/28/2020	(3) NAME TAGS FOR EXPLORERS - ELLIOTT, KAUR, MARTINEZ					\$45.28

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	140017		04/28/2020	(5) DUTY BELTS - GALLUP, KAUFFMAN, MARQUEZ, NWANDO, SILVA Cash Account			\$404.48		
		Paying Fund			110.11000 (Cash)		Amount \$449.76		
125337	05/07/2020	Open			Accounts Payable	Infererra Construction Mgmt Group, Inc	\$3,700.70		
		Invoice							
	20027		05/01/2020	SRWA Contract Mgmt Wet Well Constn for 2019-20 for March 2020 Cash Account			Amount \$3,700.70		
		Paying Fund			950.11000 (Cash)		Amount \$3,700.70		
125338	05/07/2020	Open			Accounts Payable	JORGENSEN & CO INC	\$126.55		
		Invoice							
	5874818		05/06/2020	TRANSIT - ANNUAL FIRE EXT. MAINT. FIRE STATION 1 - FIRE EXT. ANNUAL MAINT. (1 NEW EXTINGUISHER) Cash Account			Amount \$30.00		
	5875149		05/06/2020				\$96.55		
		Paying Fund					Amount \$96.55		
		110 - General Fund			110.11000 (Cash)		\$30.00		
		426 - Transit - Fixed Route			426.11000 (Cash)		\$30.00		
125339	05/07/2020	Open			Accounts Payable	LEHIGH HANSON INC	\$90.23		
		Invoice							
	2118046		05/05/2020	ASPHALT FOR STREETS Cash Account			Amount \$90.23		
		Paying Fund			219.11000 (Cash)		\$90.23		
125340	05/07/2020	Open			Accounts Payable	Machado & Sons Construction, Inc.	\$17,026.71		
		Invoice							
	RET/CP1835		05/04/2020	18-35 Corp Yard Transit Parking Extension - Retention Release Cash Account			Amount \$17,026.71		
		Paying Fund			426.11000 (Cash)		\$17,026.71		
125341	05/07/2020	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$2,379.72		
		Invoice							
	10068158		04/29/2020	ENGINE 233 TIRE REPLACE ENGINE #31 TIRE PLACE Cash Account			Amount \$1,696.32		
	10068417		04/29/2020				\$683.40		
		Paying Fund					Amount \$2,379.72		
		110 - General Fund			110.11000 (Cash)		\$2,379.72		
125342	05/07/2020	Open			Accounts Payable	MELLO TRANSMISSION CO INC	\$57.78		
		Invoice							
	36857		05/01/2020	TRA19-1065P Cash Account			Amount \$57.78		
		Paying Fund			426.11000 (Cash)		\$57.78		
125343	05/07/2020	Open			Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	\$205.00		
		Invoice							
	413849		04/28/2020	VA033347 VA033289 VA033465			Amount \$60.00		
	415754		04/28/2020				\$20.00		
	415733		04/28/2020				\$65.00		

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	415728		04/28/2020	VA033360			\$30.00		
	415725		04/28/2020	VA033234			\$30.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$5.00		
	266 - Police Services Grants			266.11000 (Cash)			\$200.00		
125344	05/07/2020	Open			Accounts Payable	NEXT LEVEL PARTS INC			\$809.33
	Invoice		Date	Description			Amount		
	8577-325660		05/01/2020	POL19-1351			\$90.26		
	8577-326132		05/01/2020	NOTE 1317			\$3.72		
	8577-325948		05/01/2020	OP16-618			\$7.53		
	8577-325857		05/01/2020	FR17-292			\$4.26		
	8577-325369		05/01/2020	CREDIT MEMO			(\$71.20)		
	8577-325487		05/01/2020	CREDIT MEMO			(\$239.48)		
	8577-325605		05/01/2020	FR18-2000			\$4.26		
	8577-325614		05/01/2020	CREDIT MEMO			(\$29.13)		
	8577-323721		05/01/2020	CREDIT MEMO			(\$153.78)		
	8577-324217		05/01/2020	CREDIT MEMO			(\$199.92)		
	8577-325577		05/01/2020	SP00-4070			\$142.14		
	8577-325220		05/01/2020	UNIT 679			\$146.52		
	8577-325429		05/01/2020	TRA18-1058P			\$645.09		
	8577-325464		05/01/2020	PK02-4216			\$33.81		
	8577-324597		05/01/2020	COVID SUPPLIES			\$241.04		
	8577-324503		05/01/2020	COVID SUPPLIES			\$50.08		
	8577-325498		05/01/2020	TRA15-1045P			\$28.90		
	8577-325505		05/01/2020	PK09-4040			\$33.41		
	8577-325494		05/01/2020	POL15-1139			\$71.82		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$451.78		
	217 - Streets - Gas Tax			217.11000 (Cash)			(\$244.40)		
	246 - Landscape Assessment			246.11000 (Cash)			\$33.41		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$87.82		
	420 - WATER			420.11000 (Cash)			\$146.52		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			(\$161.81)		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$496.01		
125345	05/07/2020	Open			Accounts Payable	OREILLY AUTO PARTS			\$652.22
	Invoice		Date	Description			Amount		
	2800-362863		05/01/2020	POL17-1317			\$236.94		
	2800-361586		05/01/2020	POL11-1114			\$291.22		
	2800-361624		05/01/2020	POL11-1114			\$124.06		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$652.22		
125346	05/07/2020	Open			Accounts Payable	OTIS ELEVATOR CO INC			\$3,349.16
	Invoice		Date	Description			Amount		
	SW05014520		05/05/2020	SERVICE CONTRACT FOR CITY HALL			\$3,349.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,349.16		

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125347	05/07/2020	Open			Accounts Payable	P G & E	\$13.56		
	Invoice			Description			Amount		
	REC 4-26-20		05/06/2020	2749172768-4 / 144 S Broadway			\$13.56		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$13.56		
125348	05/07/2020	Open			Accounts Payable	QuestMark Information Management, Inc.	\$16,402.75		
	Invoice			Description			Amount		
	1002716		04/29/2020	Utility Statement April 24 - NW DD14			\$2,334.31		
	1002659		04/29/2020	Utility Statement April 6 - SW DD7, NW DD14 & NE DD21			\$6,840.51		
	1002687		04/29/2020	Utility Statement April 10 - SE DD28			\$2,028.78		
	1002701		04/29/2020	Utility Statement April 17 - SW COMM DD7			\$1,981.15		
	779300		04/29/2020	PRINT - INSERTS FOR APRIL 2020 UT BILLING			\$3,218.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,525.02		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,416.39		
	420 - WATER			420.11000 (Cash)			\$5,461.34		
125349	05/07/2020	Open			Accounts Payable	R3 Consulting Group, Inc.	\$4,405.00		
	Invoice			Description			Amount		
	9725		05/05/2020	SOLID WASTE CONSULTING SERVICES			\$4,405.00		
	Paying Fund			Cash Account			Amount		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$4,405.00		
125350	05/07/2020	Open			Accounts Payable	REED INC, GEORGE	\$212.51		
	Invoice			Description			Amount		
	100206134		05/05/2020	ASPHALT FOR STREETS			\$107.45		
	100206241		05/05/2020	ASPHALT FOR STREETS			\$105.06		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$212.51		
125351	05/07/2020	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$37.82		
	Invoice			Description			Amount		
	3078951679		05/01/2020	UT95-619			\$37.82		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$37.82		
125352	05/07/2020	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$98.00		
	Invoice			Description			Amount		
	N138203		05/05/2020	20/21 ANNUAL PERMITS TO OPERATE - CNG BUS REPAIR BLDG - N7625			\$98.00		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$98.00		
125353	05/07/2020	Open			Accounts Payable	SHARPENING SHOP	\$692.52		
	Invoice			Description			Amount		
	319864		05/01/2020	CL99-833			\$266.44		
	320434		05/01/2020	AD10-4361			\$426.08		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$426.08		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$266.44		

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125354	05/07/2020	Open				Accounts Payable	STATE OF CALIFORNIA	\$873.00		
	Invoice									
	442859		04/28/2020		MARCH 2020 FINGERPRINTING				\$873.00	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$873.00	
125355	05/07/2020	Open				Accounts Payable	SUPPORT PAYMENT CLEARING		\$439.13	
	Invoice									
	04302020BECCHETT		05/04/2020		4-30-20 PAYROLL WITHHOLDING				\$439.13	
	Paying Fund				Cash Account					
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$439.13	
125356	05/07/2020	Open				Accounts Payable	T I D		\$271.04	
	Invoice									
	4-21-2020		05/01/2020		Acct #300661-103824-0002 temp power 3/21 - 4/21/2020				\$271.04	
	Paying Fund				Cash Account					
	950 - SRWA				950.11000 (Cash)				\$271.04	
125357	05/07/2020	Open				Accounts Payable	TOWER ENTERPRISE		\$1,057.68	
	Invoice									
	46818-4/1/20		04/28/2020		POLICE PRE-EMPLOYMENT TESTING #46818				\$528.84	
	128481-4/21/20		04/28/2020		POLICE PRE-EMPLOYMENT TESTING #128481				\$528.84	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$1,057.68	
125358	05/07/2020	Open				Accounts Payable	TURLOCK JOURNAL		\$387.56	
	Invoice									
	266981		04/29/2020		Public Notice for 4/16/20 Planning Commission Meetin				\$222.56	
	267482		04/29/2020		PUBLIC NOTICE FOR 5/7/20 PLANNING COMM MTG				\$165.00	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)				\$387.56	
125359	05/07/2020	Open				Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		\$1,955.00	
	Invoice									
	1845701		04/28/2020		MARCH 2020 SPAY & NEUTER SERVICES				\$1,955.00	
	Paying Fund				Cash Account					
	203 - Animal Fee Forfeiture				203.11000 (Cash)				\$1,475.00	
	266 - Police Services Grants				266.11000 (Cash)				\$480.00	
125360	05/07/2020	Open				Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT		\$576.78	
	Invoice									
	200484		04/28/2020		JULIEN ELEMENTARY BUS FOR GO GREEN WEEK				\$225.19	
	200485		04/28/2020		CUNNINGHAM ELEMENTARY BUS FOR GO GREEN WEEK				\$351.59	
	Paying Fund				Cash Account					
	420 - WATER				420.11000 (Cash)				\$576.78	
125361	05/07/2020	Open				Accounts Payable	U-Rock Utility Equipment, Inc.		\$338,885.96	
	Invoice									
	265		05/01/2020		Combination RX mainline and SAT System - TV Van				\$338,885.96	
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$338,885.96	

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125362	05/07/2020	Open				Accounts Payable	UNITED RENTAL INC	\$812.30		
	Invoice									
	180505880-001		05/01/2020		TAMPER BACKFILL					
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
125363	05/07/2020	Open				Accounts Payable	UNITED SAMARITANS FDT INC	\$19,939.99		
	Invoice									
	FY 19/20-Draw 4		04/29/2020		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 2019-2020					
	Paying Fund				Cash Account					
	255 - CDBG				255.11000 (Cash)					
125364	05/07/2020	Open				Accounts Payable	US BANK OFFICE EQUIPMENT	\$2,344.96		
	Invoice									
	413132788		05/06/2020		Lease agreement for 9 copiers 4/23/20 - 05/22/20					
	412853392		05/06/2020		Lease agreement for 9 copiers 04/20/20 - 5/19/20					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	405 - Building				405.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	420 - WATER				420.11000 (Cash)					
	502 - Engineering				502.11000 (Cash)					
	505 - Fleet				505.11000 (Cash)					
125365	05/07/2020	Open				Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,749.11		
	Invoice									
	STMT 5-1-20		05/06/2020		Acct #127022 - City-wide internet service					
	STMT 05-01-20		05/06/2020		Acct #128444 - Public Safety internet service					
	STMT 05.01.20		05/06/2020		Acct #131803 - Transit Center telephone					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	426 - Transit - Fixed Route				426.11000 (Cash)					
	501 - Information Technology				501.11000 (Cash)					
125366	05/07/2020	Open				Accounts Payable	V & V MFG INC	\$1,398.87		
	Invoice									
	50412		04/28/2020		(12) TPD REPLACEMENT BADGES					
	50320		04/28/2020		(1) TPD REPLACEMENT BADGE-CORPORAL					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
125367	05/07/2020	Open				Accounts Payable	VAN DE POL ENTERPRISE INC	\$210.76		
	Invoice									
	CL91634		04/29/2020		FIRE - FUEL 4/1/20 TO 4/15/20					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
125368	05/07/2020	Open				Accounts Payable	VERIZON WIRELESS	\$2,683.27		
	Invoice									
	9851833978		04/28/2020		POLICE MAR 04-APR 03, 2020					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					

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125369	05/07/2020	Open			VISION SERVICE PLAN CA	Accounts Payable	VISION SERVICE PLAN CA	\$2,331.52		
	Invoice									
	809211906		05/04/2020		PREMIUMS MAY 2020			\$1,471.68		
	809227120		05/04/2020		PREMIUMS MAY 2020 - ICEA			\$40.93		
	809227122		05/04/2020		PREMIUMS MAY 2020 RETIREE			\$5.11		
	809227121		05/04/2020		PREMIUMS MAY 2020 - TAPO			\$40.88		
	809248393		05/04/2020		VISION CLAIMS APRIL 2020			\$772.92		
	Paying Fund				Cash Account			Amount		
	511 - Health Care				511.11000 (Cash)			\$2,331.52		
125370	05/07/2020	Open			WEST YOST ASSOCIATES	Accounts Payable	WEST YOST ASSOCIATES	\$44,003.96		
	Invoice									
	2040887		05/01/2020		SRWA Program Mgmt Services for 2019-20 for March 2020			\$44,003.96		
	Paying Fund				Cash Account			Amount		
	950 - SRWA				950.11000 (Cash)			\$44,003.96		
125371	05/07/2020	Open			WQTS, Inc.	Accounts Payable	WQTS, Inc.	\$10,099.77		
	Invoice									
	20-3091		04/28/2020		On-Call Technical and Regulatory Drinking Water Support			\$10,099.77		
	Paying Fund				Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$10,099.77		
125372	05/07/2020	Open			ASPIRE HOME REAL ESTATE INC	Accounts Payable	ASPIRE HOME REAL ESTATE INC	\$281.46		
	Invoice									
	3/14/20		05/05/2020		REFUND FOR ASPIRE FITNESS CHALLENGE			\$281.46		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$131.46		
	120 - Tourism				120.11000 (Cash)			\$150.00		
125373	05/07/2020	Open			BERNARD, JASON	Accounts Payable	BERNARD, JASON	\$87.81		
	Invoice									
	5/2/20		05/05/2020		REFUND FOR ACT LIKE A SUPER HERO			\$87.81		
	Paying Fund				Cash Account			Amount		
	120 - Tourism				120.11000 (Cash)			\$87.81		
125374	05/07/2020	Open			DALEO, INC.	Accounts Payable	DALEO, INC.	\$33,550.00		
	Invoice									
	EP #20-014E		04/30/2020		PJB EP # 20-014E REFUND IMPROVEMENT SECURITY			\$33,550.00		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$33,550.00		
125375	05/07/2020	Voided			FIRST CHOICE INDUSTRIAL SUPPLY INC	Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC	\$1,196.33		
	Invoice									
	64998		04/28/2020		HAND SANITIZER, NITRILE GLOVES			\$1,196.33		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$1,196.33		
125376	05/07/2020	Open			FLORES, EUSTOLIA	Accounts Payable	FLORES, EUSTOLIA	\$300.00		
	Invoice									
	8688251		04/30/2020		REFUND FOR SENIOR CENTER DEPOSIT			\$300.00		
	Paying Fund				Cash Account			Amount		

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125377	05/07/2020	Open		110.11000 (Cash)	Accounts Payable	LAWSON, DAVID	\$350.00		
	Invoice								
	6/7/20		05/05/2020						
	Paying Fund								
	110 - General Fund								
	120 - Tourism								
125378	05/07/2020	Open		Accounts Payable	McMillen Enterprise dba United Paving		\$1,646.50		
	Invoice								
	13614311		05/04/2020						
	Paying Fund								
	110 - General Fund								
	420 - WATER								
125379	05/07/2020	Open		Accounts Payable	PLETT OPTOMETRY INC		\$87.27		
	Invoice								
	4/25/20		05/05/2020						
	Paying Fund								
	120 - Tourism								
125380	05/07/2020	Open		Accounts Payable	WINKLE, BRAD		\$350.00		
	Invoice								
	2020-00001937		05/05/2020						
	Paying Fund								
	110 - General Fund								
	120 - Tourism								
Type Check Totals:									
AP - Accounts Payable Totals							\$668,634.46		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$667,438.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,196.33	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$668,634.46	\$0.00

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/7/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
All					Status	Count	Transaction Amount		Reconciled Amount	
					Open	86	\$667,438.13		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	1	\$1,196.33		\$0.00	
					Stopped	0	\$0.00		\$0.00	
					Total	87	\$668,634.46		\$0.00	
Grand Totals:										
Checks					Status	Count	Transaction Amount		Reconciled Amount	
					Open	86	\$667,438.13		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	1	\$1,196.33		\$0.00	
					Stopped	0	\$0.00		\$0.00	
					Total	87	\$668,634.46		\$0.00	
All					Status	Count	Transaction Amount		Reconciled Amount	
					Open	86	\$667,438.13		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	1	\$1,196.33		\$0.00	
					Stopped	0	\$0.00		\$0.00	
					Total	87	\$668,634.46		\$0.00	

Payment Register

From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
125381	05/12/2020	Open			Utility Management Refund	BRADY, JAMES	\$108.30		
	Account Type								
	Single Family Res Flat								
	Paying Fund								
	420 - WATER								
	Account Number								
	194417-003								
	Description								
	MOVE OUT CREDIT								
	Cash Account								
	420.11000 (Cash)								
	Transaction Date								
	05/12/2020								
	Transaction Type								
	Refund								
	Amount								
	\$108.30								
125382	05/12/2020	Open			Utility Management Refund	DOERKSEN, JENNIFER	\$121.32		
	Account Type								
	Single Family Res Metered								
	Paying Fund								
	420 - WATER								
	Account Number								
	597732-006								
	Description								
	MOVE OUT CREDIT								
	Cash Account								
	420.11000 (Cash)								
	Transaction Date								
	05/12/2020								
	Transaction Type								
	Refund								
	Amount								
	\$121.32								
125383	05/12/2020	Open			Utility Management Refund	MENDES-TODD, ROSEMARIE	\$271.37		
	Account Type								
	Single Family Res Metered								
	Paying Fund								
	420 - WATER								
	Account Number								
	641677-006								
	Description								
	MOVE OUT CREDIT								
	Cash Account								
	420.11000 (Cash)								
	Transaction Date								
	05/12/2020								
	Transaction Type								
	Refund								
	Amount								
	\$271.37								
125384	05/12/2020	Open			Utility Management Refund	NOYNOLA, MELINDA	\$128.29		
	Account Type								
	Single Family Res Metered								
	Paying Fund								
	420 - WATER								
	Account Number								
	746029-002								
	Description								
	MOVE OUT CREDIT								
	Cash Account								
	420.11000 (Cash)								
	Transaction Date								
	05/12/2020								
	Transaction Type								
	Refund								
	Amount								
	\$128.29								
125385	05/14/2020	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$4,927.25		
	Invoice								
	2000352794								
	Date								
	05/11/2020								
	Description								
	March 7 - April 10, 2020								
	Amount								
	\$3,186.50								
	2000352944								
	Date								
	05/11/2020								
	Description								
	March 7 - April 10, 2020								
	Amount								
	\$1,740.75								
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	420 - WATER								
	410.11000 (Cash)								
	420.11000 (Cash)								
	Amount								
	\$3,334.00								
	Amount								
	\$1,593.25								
125386	05/14/2020	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$777,136.61		
	Invoice								
	PP11/CP0828								
	Date								
	05/05/2020								
	Description								
	0828 AGEE SR99/FULKERTH INTERCHANGE -								
	Amount								
	\$777,136.61								
	Paying Fund								
	305 - Capital Facility Fees								
	420 - WATER								
	305.11000 (Cash)								
	Amount								
	\$777,136.61								
125387	05/14/2020	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.87		
	Invoice								
	2308746								
	Date								
	05/05/2020								
	Description								
	Full Service Maintenance for OCE TDS450 & OCE								
	Amount								
	\$274.87								
	Paying Fund								
	502 - Engineering								
	502.11000 (Cash)								
	Amount								
	\$274.87								

Payment Register

From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	413 - WQC-Capital Expansion Reserve			413.11000 (Cash)				\$14,839.70	
	416 - Recycled Water Sales			416.11000 (Cash)				\$43,394.68	
	420 - WATER			420.11000 (Cash)				\$1,811.50	
125396	05/14/2020	Open			Accounts Payable	CENTRAL SANITARY SUPPLY	\$2,678.24		
	Invoice		Date	Description		Amount			
	1062143		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$746.54			
	1062152		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$29.13			
	1062153		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$17.65			
	1063390		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$9.06			
	1063403		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$112.88			
	27699		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$9.06)			
	1064253		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$523.15			
	1064262		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$13.53			
	1065256		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$37.63			
	1065257		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$35.30			
	1065258		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$13.53			
	1065266		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES - COVID-19		\$37.63			
	1065985		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$285.86			
	1065993		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$51.74			
	1065994		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$37.63			
	1067668		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$493.61			
	1067681		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$35.59			
	1069327		05/11/2020	JANITORIAL PAPER & CLEANING SUPPLIES		\$206.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$297.28			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,380.96			
125397	05/14/2020	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$500.00		
	Invoice		Date	Description		Amount			
	134394		05/08/2020	Aggregates, Asphaltic Concrete and Related Materials		\$500.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$500.00			
125398	05/14/2020	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$167.49		
	Invoice		Date	Description		Amount			
	0780628050120		05/11/2020	8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$167.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$167.49			
125399	05/14/2020	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	\$278.15		
	Invoice		Date	Description		Amount			
	323160		05/05/2020	A033535		\$189.22			
	323759		05/05/2020	A033429		\$60.00			

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Voided Date	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125400	323761 Paying Fund 110 - General Fund 203 - Animal Fee Forfeiture	Open	05/05/2020	05/05/2020	A033535 Cash Account 110.11000 (Cash) 203.11000 (Cash)	Accounts Payable	Confluence Engineering Group LLC	\$7,517.00		
	05/14/2020 Invoice				Description April 1 - 30, 2020					
	22-0420TRLKWQS Paying Fund 420 - WATER	Open	05/05/2020	05/05/2020	Cash Account 420.11000 (Cash)			\$7,517.00		
125401	05/14/2020 Invoice	Open			Accounts Payable		COSTCO MEMBERSHIP	\$120.00		
	JUN 2020 Paying Fund 110 - General Fund	Open	05/08/2020	05/08/2020	Costco Annual Business Membership Cash Account 110.11000 (Cash)			\$120.00		
125402	05/14/2020 Invoice	Open			Accounts Payable		CRIMETEK SECURITY, INC.	\$6,548.64		
	60773 Paying Fund 426 - Transit - Fixed Route	Open	05/05/2020	05/05/2020	Description Unarmed Security Services for Transit Center 4/13/20-4/19/20			\$3,274.32		
	60835 Paying Fund 420 - WATER	Open	05/05/2020	05/05/2020	Description Unarmed Security Services for Transit Center 4/20/20-4/26/20			\$3,274.32		
125403	05/14/2020 Invoice	Open			Cash Account 426.11000 (Cash)			\$6,548.64		
	4/30/20 Paying Fund 420 - WATER	Open	05/04/2020	05/04/2020	Description DE-IONIZED WATER FOR WQC LAB Cash Account 420.11000 (Cash)		CULLIGAN INC	\$296.87		
125404	05/14/2020 Invoice	Open			Accounts Payable		CUSTOM LOCKSMITH & ALARM INC	\$14.56		
	130592 Paying Fund 110 - General Fund	Open	05/05/2020	05/05/2020	Description POLICE - (3) KEYS Cash Account 110.11000 (Cash)			\$14.56		
125405	05/14/2020 Invoice	Open			Accounts Payable		DELL MARKETING LP	\$21,220.19		
	10389817529 Paying Fund 242 - Computer Replacement	Open	05/11/2020	05/11/2020	Description 20 COMPUTER REPLACEMENTS Cash Account 242.11000 (Cash)			\$21,220.19		
125406	05/14/2020 Invoice	Open			Accounts Payable		EDGES ELECTRICAL GROUP LLC	\$639.49		
	S4934357.001 S4935855.001 S4936175.001 S4927326.001 Paying Fund 110 - General Fund	Open	05/04/2020 05/04/2020 05/04/2020 05/04/2020	05/04/2020	Description RESTOCK LIGHTS FOR ANIMAL CONTROL BUILDING TOOLS FOR THE BUCKET TRUCK 611 TO REPLACE MISSING/WORN OUT TOOLS MATERIAL FOR SENIOR CENTER REPAIRS PER SCOTT TAYLOR Cash Account 110.11000 (Cash)			\$32.13 \$187.26 \$111.78 \$308.32		
								\$495.58		

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125407	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable	EQUIFAX	\$10.00		\$143.91
	Invoice								
	5846327	05/07/2020							
	Paying Fund								
	255 - CDBG								
125408	05/14/2020	Open			Accounts Payable	FALANY FENCE COMPANY	\$1,289.00		
	Invoice								
	13834	05/05/2020							
	Paying Fund								
	110 - General Fund								
125409	05/14/2020	Open			Accounts Payable	FASTENAL COMPANY INC	\$3,730.43		
	Invoice								
	CATUR162949	05/04/2020							
	CATUR161803	05/04/2020							
	CATUR162893	05/04/2020							
	CATUR163085	05/04/2020							
	CATUR163110	05/04/2020							
	CATUR162789	05/04/2020							
	CATUR162868	05/04/2020							
	CATUR163302	05/04/2020							
	Paying Fund								
	110 - General Fund								
	246 - Landscape Assessment								
	410 - WATER QUALITY CONTROL (WQC)								
125410	05/14/2020	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$1,224.75		
	Invoice								
	FCN-TRUT12-APR20	05/06/2020							
	FCN-TRMS12-APR20	05/06/2020							
	Paying Fund								
	110 - General Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	420 - WATER								
125411	05/14/2020	Open			Accounts Payable	GENFARE	\$1,776.97		
	Invoice								
	90161769	05/08/2020							
	90161007	05/08/2020							
	90161008	05/08/2020							
	Paying Fund								
	426 - Transit - Fixed Route								
125412	05/14/2020	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$4,837.12		
	Invoice								
	G0D1301	05/04/2020							
	G0D0906	05/04/2020							
	G0D1405	05/04/2020							
	G0D1406	05/04/2020							
	G0D1407	05/04/2020							

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account				
125420	110 - General Fund	Open		110.11000 (Cash)	IMAGE UNIFORMS(STANS) INC	\$30.18		
	Invoice			Description	Amount			
	140185	05/05/2020		(2) NAME TAGS - J. OTTIS, E. GRACE	\$30.18			
	Paying Fund			Cash Account	Amount			
	110 - General Fund	Open		110.11000 (Cash)	\$30.18			
125421	05/14/2020	Open		Accounts Payable	Industrial Filter Manufacturers, INC	\$7,803.51		
	Invoice			Description	Amount			
	11270	05/04/2020		Panel Element Filters	\$7,803.51			
	Paying Fund			Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	\$7,803.51			
125422	05/14/2020	Open		Accounts Payable	J A MOMANEY SERVICES INC	\$1,014.03		
	Invoice			Description	Amount			
	131088	05/04/2020		SUPPLIES	\$1,014.03			
	Paying Fund			Cash Account	Amount			
	216 - Streets - Local Transportation	Open		216.11000 (Cash)	\$1,014.03			
125423	05/14/2020	Open		Accounts Payable	JORGENSEN & CO INC	\$477.32		
	Invoice			Description	Amount			
	5875145	05/11/2020		POLICE - FIRE EXT. ANNUAL MAINTENANCE	\$169.69			
	5874825	05/11/2020		PARKS/REC& PF ANNUAL FIRE EXT. MAINTENANCE	\$18.00			
	5875146	05/11/2020		CITY HALL - ANNUAL FIRE EXT. MAINTENANCE	\$271.63			
	5874821	05/11/2020		SENIOR CENTER - FIRE EXT. ANNUAL MAINTENANCE	\$18.00			
	Paying Fund			Cash Account	Amount			
	110 - General Fund	Open		110.11000 (Cash)	\$477.32			
125424	05/14/2020	Open		Accounts Payable	KEY SEAL PRODUCTS INC	\$262.51		
	Invoice			Description	Amount			
	968870	05/11/2020		SSIH FOR STREETS	\$262.51			
	Paying Fund			Cash Account	Amount			
	217 - Streets - Gas Tax	Open		217.11000 (Cash)	\$262.51			
125425	05/14/2020	Open		Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$4,680.00		
	Invoice			Description	Amount			
	39574527	05/05/2020		ONBASE PD RMS INTEGRATION T&M THROUGH 3/31/2020	\$4,680.00			
	Paying Fund			Cash Account	Amount			
	240 - Small Equipment Replacement	Open		240.11000 (Cash)	\$4,680.00			
125426	05/14/2020	Open		Accounts Payable	KOVARUS INC	\$1,362.57		
	Invoice			Description	Amount			
	266784	05/05/2020		Ruckus ICX 7150-48P Switch	\$1,362.57			
	Paying Fund			Cash Account	Amount			
	426 - Transit - Fixed Route	Open		426.11000 (Cash)	\$1,362.57			
125427	05/14/2020	Open		Accounts Payable	LEHIGH HANSON INC	\$181.77		
	Invoice			Description	Amount			
	2119059	05/11/2020		ASPHALT FOR STREETS	\$92.86			

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125428	2118523 Paying Fund 219 - SB1 Road Maint & Rehab Account	Open	05/11/2020	05/11/2020	ASPHALT FOR STREETS Cash Account 219.11000 (Cash)	LEXISNEXIS RISK SOLUTIONS FL INC	\$300.00	\$300.00	
125429	05/14/2020 Invoice Q1027869 Paying Fund 110 - General Fund	Open	05/11/2020	05/11/2020	Accounts Payable Accounts Payable POOL SUPPLIES Cash Account 110.11000 (Cash)	LINCOLN EQUIPMENT INC	\$1,602.05	\$1,602.05	
125430	05/14/2020 Invoice 36065 Paying Fund 110 - General Fund	Open	05/11/2020	05/11/2020	Accounts Payable Accounts Payable FY18/19 SINGLE AUDIT ACT RPT. 2 TESTED PROGRAMS Cash Account 110.11000 (Cash)	MAZE & ASSOCIATES	\$4,543.00	\$4,543.00	
125431	05/14/2020 Invoice INV06-008858 Paying Fund 110 - General Fund	Open	05/13/2020	05/13/2020	Accounts Payable Accounts Payable STARS Services for 4th Quarter 2019 Reports Cash Account 110.11000 (Cash)	MUNISERVICES LLC	\$625.00	\$625.00	
125432	05/14/2020 Invoice 742308 Paying Fund 410 - WATER QUALITY CONTROL (WQC)	Open	05/08/2020	05/08/2020	Accounts Payable Accounts Payable NAPA AUTO PARTS EL99-669 Cash Account 410.11000 (Cash)		\$42.22	\$42.22	
125433	05/14/2020 Invoice 157763 161421 Paying Fund 305 - Capital Facility Fees	Open	05/05/2020	05/05/2020	Accounts Payable Accounts Payable NV5 INC. 0828 NV5 SR99/Fulkerth Interchange - Feb 2020 0828 NV5 SR99/Fulkerth Interchange - March 2020 Cash Account 305.11000 (Cash)		\$161,855.47	\$161,855.47	
125434	05/14/2020 Invoice 3754002 Paying Fund 218 - Measure L	Open	05/05/2020	05/05/2020	Accounts Payable Accounts Payable O'DELL ENGINEERING, INC SR03, 20-001 Southeast Quadrant Road Rehabilitation 3/2-4/12/20 Cash Account 218.11000 (Cash)		\$18,118.75	\$18,118.75	
125435	05/14/2020 Invoice 0G55110 Paying Fund	Open	05/04/2020	05/04/2020	Accounts Payable Accounts Payable Platt Electric Supply TOOLS FOR TRUCK #679 Cash Account		\$156.05	\$156.05	

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109869	3-31-2020		04/30/2020		Work Wellness DOT UDS		\$69.00		
86922	3-06-2020		04/30/2020		Work Wellness UDS		\$47.00		
41011	3-31-2020		04/30/2020		Work Wellness DOT UDS		\$69.00		
99069	3-05-2020		04/30/2020		Work Wellness UDS		\$47.00		
16663	3-13-2020		04/30/2020		Work Wellness UDS		\$99.00		
127530	3-04-2020		04/30/2020		Work Wellness UDS		\$47.00		
54011	3-04-2020		04/30/2020		Hepatitis B Vaccine Adult Dosage		\$75.00		
78837	3-31-2020		04/30/2020		Work Wellness DOT UDS		\$69.00		
98008	3-31-2020		04/30/2020		Work Wellness DOT UDS		\$69.00		
46818	3-27-2020		04/30/2020		Custom Physical		\$183.00		
127535	3-04-2020		04/30/2020		Work Wellness UDS		\$47.00		
7501	3-09-2020		04/30/2020		Work Wellness UDS		\$47.00		
569	3-31-2020		04/30/2020		Breath Alcohol Test		\$26.00		
1165	3-19-2020		04/30/2020		DMV Physical Exam		\$99.00		
54757	3-31-2020		04/30/2020		Breath Alcohol Test		\$26.00		
23504	3-12-2020		04/30/2020		Basic Physical Exam		\$68.00		
23504	3-27-2020		04/30/2020		Work Wellness UDS		\$73.00		
					Cash Account		Amount		
					110.11000 (Cash)		\$973.00		
					205.11000 (Cash)		\$99.00		
					246.11000 (Cash)		\$69.00		
					410.11000 (Cash)		\$69.00		
					420.11000 (Cash)		\$138.00		
					426.11000 (Cash)		\$69.00		
					505.11000 (Cash)		\$95.00		
125442	05/14/2020	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$33.60		
					Invoice		Amount		
					3019192830	EL99-669	\$5.05		
					3019120859	VEHICLE #1317	\$249.12		
					3019218874	ST06-7054	\$91.59		
					3016584930	PART # GUZZ3504A	(\$303.40)		
					3018688405	AL3Z9F695A	(\$8.76)		
					Paying Fund		Amount		
					110 - General Fund		\$249.12		
					217 - Streets - Gas Tax		\$91.59		
					246 - Landscape Assessment		(\$8.76)		
					410 - WATER QUALITY CONTROL (WQC)		\$5.05		
					426 - Transit - Fixed Route		(\$303.40)		
125443	05/14/2020	Open			Accounts Payable	Sacramento Bank of Commerce, c/o	\$9,483.93		
					Invoice		Amount		
					PP17RET/CP17-22A	Escrow Agmt- Retention for 17-22A NVRWP - March 2020	\$9,483.93		
					Paying Fund		Amount		
					416 - Recycled Water Sales		\$9,483.93		
125444	05/14/2020	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$261,401.15		
					Invoice		Amount		
					8311T	Management and Operation of Turlock Transit Services - Jan 2020	\$133,781.91		

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From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8343T		05/05/2020		Management and Operation of Turlock Transit Services - Feb 2020				\$127,619.24
		Paying Fund			Cash Account				Amount
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$50,859.49
	426 - Transit - Fixed Route				426.11000 (Cash)				\$210,541.66
125445	05/14/2020	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$120,051.77		
	Invoice								Amount
	8379T-B		05/05/2020		Management and Operation of Turlock Transit Services -March 2020				\$568.43
	8379T-A		05/05/2020		Management and Operation of Turlock Transit Services -March 2020				\$119,483.34
		Paying Fund			Cash Account				Amount
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$28,010.23
	426 - Transit - Fixed Route				426.11000 (Cash)				\$92,041.54
125446	05/14/2020	Open			Accounts Payable	TG HYDRAULICS	\$32.11		
	Invoice								Amount
	43635		05/08/2020		CL-860				\$32.11
		Paying Fund			Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$32.11
125447	05/14/2020	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$3,307.88		
	Invoice								Amount
	274554		05/04/2020		LIQUID CHLORINE - EMPTIES				(\$4,000.00)
	274553		05/04/2020		LIQUID CHLORINE				\$7,307.88
		Paying Fund			Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$3,307.88
125448	05/14/2020	Open			Accounts Payable	THORSENS INC	\$205.00		
	Invoice								Amount
	1092134		05/05/2020		Transit Center - Unplugged restroom 4/24/20				\$205.00
		Paying Fund			Cash Account				Amount
	426 - Transit - Fixed Route				426.11000 (Cash)				\$205.00
125449	05/14/2020	Open			Accounts Payable	Top Dog Police K9 Training and Consulting	\$9,169.38		
	Invoice								Amount
	20-01		05/05/2020		POLICE K9 ACE				\$9,169.38
		Paying Fund			Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,169.38
	266 - Police Services Grants				266.11000 (Cash)				\$8,000.00
125450	05/14/2020	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT	\$12,760.00		
	Invoice								Amount
	20015		05/05/2020		Transit Technical Assistance & Support Services 3/1/20-4/30/20				\$12,760.00
		Paying Fund			Cash Account				Amount
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$3,190.00
	426 - Transit - Fixed Route				426.11000 (Cash)				\$9,570.00
125451	05/14/2020	Open			Accounts Payable	TURLOCK CITY TOW INC	\$155.00		
	Invoice								Amount
	112598		05/11/2020		Towing Services for TPD on 4/8/20				\$30.00

Payment Register

From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	112643		05/11/2020		Towing Services for POL17-1317 on 4/20/20		\$30.00		
	112867		05/11/2020		Towing Services for POL18-1331 on 3/31/20		\$30.00		
	117271		05/11/2020		Towing Services for AC16-1311 on 3/27/20		\$30.00		
	117274		05/11/2020		Towing Services for POL17-1320 on 4/6/20		\$35.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$155.00		
125452	05/14/2020	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$687.00	\$687.00	
	Invoice		05/05/2020		Description	APRIL 2020 SPAY & NEUTER SERVICES	Amount		
	1847321				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$75.00		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$252.00		
	266 - Police Services Grants				266.11000 (Cash)		\$360.00		
125453	05/14/2020	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	\$89.47	\$89.47	
	Invoice				Description		Amount		
	114-10291642		05/11/2020		PORTABLES FOR ASST.		\$2.89		
	114-10286490		05/11/2020		PORTABLE FOR ASST.		\$86.58		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$89.47		
125454	05/14/2020	Open			Accounts Payable	URBAN FUTURES INC	\$2,387.03	\$2,387.03	
	Invoice		05/11/2020		Description		Amount		
	CD-2020-55				Prepare/File Continuing Disclosure/Dissem. FY end 6-30-2019		\$2,387.03		
	Paying Fund				Cash Account		Amount		
	621 - Successor Agency - Non LMI				621.11000 (Cash)		\$2,387.03		
125455	05/14/2020	Open			Accounts Payable	VERIZON WIRELESS	\$3,248.42	\$3,248.42	
	Invoice		05/13/2020		Description		Amount		
	9853893420				972530635-00008 CITY MANAGER/ CITY CLERK (4/4 - 5/3/20)		\$38.01		
	9853893423		05/13/2020		972530635-00015 UTILITIES (4/4 - 5/3/20)		\$1,145.35		
	9853893426		05/13/2020		972530635-00019 ELECTRICAL (4/4 - 5/3/20)		\$189.38		
	9853893422		05/13/2020		972530635-00013 RECREATION ASES (4/4 - 5/3/20)		\$326.95		
	9853893418		05/13/2020		972530635-00004 BUILDING & PLANNING (4/4 - 5/3/20)		\$272.81		
	9853893421		05/13/2020		972530635-00010 IPADS - COUNCIL (4/4 - 5/3/20)		\$152.04		
	9853893417		05/13/2020		972530635-00003 ENGINEERING (4/4 - 5/3/20)		\$1,123.88		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$404.11		
	270 - Recreation Grants				270.11000 (Cash)		\$150.90		
	405 - Building				405.11000 (Cash)		\$234.80		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$493.46		
	420 - WATER				420.11000 (Cash)		\$841.27		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$246.05		
	502 - Engineering				502.11000 (Cash)		\$877.83		

Payment Register

From Payment Date: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
125456	05/14/2020 Invoice 12-2296	Open		05/05/2020	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00	\$500.00	
	Paying Fund								
125457	05/14/2020 Invoice 00339.06-22	Open		05/04/2020	Accounts Payable	WALKER ASSOC INC, LARRY	\$1,044.50	\$1,044.50	
	Paying Fund								
125458	05/14/2020 Invoice 55291-0	Open		05/12/2020	Accounts Payable	WARDEN'S OFFICE INC	\$91.69	\$91.69	
	Paying Fund								
125459	05/14/2020 Invoice 842252683	Open		05/05/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$265.79	\$265.79	
	Paying Fund								
125460	05/14/2020 Invoice 2040862	Open		05/05/2020	Accounts Payable	WEST YOST ASSOCIATES	\$81,758.99	\$81,758.99	
	Paying Fund								
125461	05/14/2020 Invoice 0065932-2819-7	Open		05/04/2020	Accounts Payable	WM LAMPTRACKER INC	\$4,334.21	\$4,334.21	
	Paying Fund								
Type Check Totals:							\$1,825,416.16		
AP - Accounts Payable Totals							\$1,825,416.16		
81 Transactions									
Checks									
Status							Count	Transaction Amount	Reconciled Amount
Open							81	\$1,825,416.16	\$0.00
Reconciled							0	\$0.00	\$0.00
Voided							0	\$0.00	\$0.00
Stopped							0	\$0.00	\$0.00
Total							81	\$1,825,416.16	\$0.00
All							Count	Transaction Amount	Reconciled Amount
Open							81	\$1,825,416.16	\$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: 5/8/2020 - To Payment Date: 5/14/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	81	\$1,825,416.16	\$0.00	
Grand Totals:									
Checks									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	81		\$1,825,416.16		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	81		\$1,825,416.16		\$0.00		
All									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	81		\$1,825,416.16		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	81		\$1,825,416.16		\$0.00		



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LB

- 0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:13 p.m.
- B. **SALUTE TO THE FLAG**

Mayor Bublak announced that members of Council and staff are participating in the meeting via the Zoom system and advised that the Council meeting is being streamed on the City's website and YouTube.

Mayor Bublak also announced that members of the public will be given the opportunity to address the Council during public participation as well during the presentation of public hearing / discussion items and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. ROLL CALL:

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

PRESENT: Councilmembers Becky Arellano (*via teleconference*), Nicole Larson (*via teleconference*), Andrew Nosrati, Gil Esquer (*joined via teleconference at approximately 6:40 p.m.*), and Mayor Amy Bublak.

ABSENT: None

D. DECLARATION OF CONFLICTS: None

Councilmember Larson	Councilmember Arellano	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
No	No	No	Absent	No

1. CLOSED SESSION:

The Closed Session item(s) for this meeting have been agendized 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.

City Attorney Douglas L. White requested, at the recommendation of staff, to remove Public Hearing Item 8H from the agenda due to the State Department of Public Health having published mitigation standards and therefore not wanting to create any redundancy or confusion.

Action: Motion by Councilmember Nosrati, seconded by Councilmember Larson, Approving the agenda as amended. Motion carried 4/0 by the following vote:

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



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

- A. Recognition: Employee of the Month, April 2020, Maintenance Worker II Rudy Gutierrez
- Mayor Bublak announced that Maintenance Worker II Rudy Gutierrez is the Employee of the Month for April 2020 and read his bio.
- B. Proclamation: Arbor Day, April 2020
- Mayor Bublak presented a Proclamation in recognition of Arbor Day, April 2020.
- C. Proclamation: National Police Week, May 10-16, 2020
- Mayor Bublak presented a Proclamation in recognition of National Police Week, May 10-16, 2020.
- D. Proclamation: Public Works Week, May 17-23, 2020
- Mayor Bublak presented a Proclamation in recognition of Public Works Week, May 17-23, 2020.

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council on items that are within the subject matter jurisdiction of the City Council and on any item on tonight's agenda. For items listed on the agenda, we ask that you please defer your comments until that item is heard by the Council. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

Councilmember Esquer joined the City Council meeting via teleconference at approximately 6:41 p.m.

4. PUBLIC PARTICIPATION:

The following members of the public spoke:

Brad Bates
Milt Trieweller
Member of the public
Michael Camara
Jordan Segna
Michael Ford



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- Brian Chavez
- Ada Linn
- DJ Fransen
- Christine Lemke
- Kathy Hibma
- Carrie Dompe
- Anthony Silva
- Ron Bridegroom
- Jennifer
- Jennifer Andrade

Council provided brief comment in response to public comment.

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

Action: Motion by Councilmember Nosrati, seconded by Councilmember Larson, Waiving reading of all Ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

6. CONSENT CALENDAR:

Mayor Bublak announced that at the request of Citizen Brad Bates Consent Calendar Item 6K would be removed for separate consideration. Councilmember Arellano also requested Consent Calendar Item 6H be removed for separate consideration.

Action: Motion by Councilmember Nosrati, seconded by Councilmember Arellano, adopting the amended consent calendar. Motion carried 5/0 by the following vote:

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

- A. **Resolution No. 2020-056:** Accepting Weekly Demands of 4/3/20 in the amount of \$1,341,878.50; Accepting Weekly Demands of 4/9/20 in the amount of \$747,799.91; Accepting Weekly Demands of 4/16/20 in the amount of \$462,566.21; Accepting Weekly Demands of 4/23/20 in the amount of \$1,403,531.35
- B. **Motion:** Accepting Minutes of the Regular Meeting of April 14, 2020; Minutes of the Special Meeting of April 28, 2020
- C. **Motion:** Awarding bid and approving an Agreement in the amount of \$1,633,542.75 (Non-General Fund - Fund 215) with Granite Construction, of Fresno, California, for City Project No. 15-44 "Rehabilitation of Hawkeye Avenue and Lander Avenue"
- D. **Motion:** Awarding bid and approving an Agreement in the amount of \$468,703 (Non-General Fund - Fund 215) with Sinclair General Engineering Contractors, Inc of Oakdale,



California, for City Project No. 16-56 "Intersection Improvements at Lander Avenue and F Street"

- E. 1. Motion: Awarding bid and approving an Agreement in the amount of \$833,513.00 (Non-General Fund - Fund 410) with TNT Industrial Contractors Inc., of Sacramento, California, for City Project No. 19-50 "Sanitary Sewer Lift Stations 9, 42, & 55 Upgrades"
- 2. Resolution No. 2020-057: Appropriating \$1,009,000 (Non-General Fund) to account number 410-51-534.51323 "Sanitary Sewer Lift Stations 9, 42, & 55 Upgrades" to be funded from Fund 410 Water Quality Control unallocated reserves to provide necessary funding for City Project No. 19-50 "Sanitary Sewer Lift Stations 9, 42, & 55 Upgrades"
- F. Motion: Approving the advertisement of construction bids for City Project No. 20-009 "Well 38 Arsenic Mitigation and ICF Treatment"
- G. Motion: Approving an Agreement with the State of California, by and through the Department of California Highway Patrol, in the amount of \$73,430, for traffic control services for City Project No. 0828 "SR99/Fulkerth Road Interchange"
- H. *Removed for separate consideration.*
- I. Resolution No. 2020-058: Authorizing the execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the following projects: Free Fare Program (\$75,229 of Section 99313 funds and \$0 of Section 99314 funds) and Fare Subsidy Program (\$46,037 of Section 99313 funds and \$4,612 of Section 99314 funds)
- J. Resolution No. 2020-059: Approving a Letter of Agreement Between the City of Turlock and the Turlock City Employees Association regarding Outsourcing of Engineering Technician Series of Positions
- K. *Removed for separate consideration.*
- 6H. Resolution: Approving Transportation Development Act (TDA) transit claims for Local Transportation Funds (LTF) funding and State Transit Assistance (STA) funding with the Stanislaus Council of Governments (StanCOG) associated with the Roger K. Fall Transit Center, the Turlock-Denair Amtrak Station, and Turlock Transit Services for Fiscal Year 2020-21 and authorizing the City Manager to sign and submit the subject claims

Council and staff discussed this item.

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

Action: Resolution No. 2020-060: Approving Transportation Development Act (TDA) transit claims for Local Transportation Funds (LTF) funding and State Transit Assistance (STA) funding with the Stanislaus Council of Governments (StanCOG) associated with the Roger K. Fall Transit Center, the Turlock-Denair Amtrak Station, and Turlock Transit Services for Fiscal Year 2020-21 and authorizing the City Manager to sign and submit the subject claims as introduced by Councilmember Arellano, seconded by Councilmember Nosrati, and carried 5/0 by the following vote:

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



- 6K. Resolution: Authorizing the City Manager to execute Side Letters between the City of Turlock and various City Employee Groups allowing for accumulation of vacation leave above the current cap during the COVID-19 Pandemic

Mayor Bublak opened public participation.

The following members of the public spoke:

Brad Bates

Council and staff discussed this item.

The following members of the public also spoke:

DJ Fransen

Mayor Bublak closed public participation.

Council and staff further discussed this item.

Action: Resolution No. 2020-061: Authorizing the City Manager to execute Side Letters between the City of Turlock and various City Employee Groups allowing for accumulation of vacation leave above the current cap during the COVID-19 Pandemic as introduced by Councilmember Nosrati, seconded by Councilmember Larson, and carried 4/1 by the following vote

Councilmember Larson	Councilmember Arellano	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	No	Yes	Yes	Yes

7. FINAL READINGS:

- A. Ordinance: Adding section (f) to Title 5, Chapter 5-21, Article 103 regarding State and local requirements for cannabis businesses and adding section (iv) to Title 9, Chapter 9-2, Article 518 (b)(6) regarding sign allowances for cannabis uses to the Turlock Municipal Code as introduced at the April 28, 2020 City Council meeting as introduced at the April 28, 2020 City Council meeting

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



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Action: Ordinance No. 1278-CS, Motion by Councilmember Nosrati, seconded by Councilmember Larson, Adding section (f) to Title 5, Chapter 5-21, Article 103 regarding State and local requirements for cannabis businesses and adding section (iv) to Title 9, Chapter 9-2, Article 518 (b)(6) regarding sign allowances for cannabis uses to the Turlock Municipal Code as introduced at the April 28, 2020 City Council meeting as introduced at the April 28, 2020 City Council meeting was passed and adopted 5/0 by the following vote:

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

8. PUBLIC HEARINGS

A. Assistant to the City Manager for Economic Development and Housing Maryn Pitt presented the staff report on the request to accept findings that the City of Turlock / HOME Consortium Consolidated Plan is statutorily exempt from CEQA Guidelines, specifically Section 15262 (Feasibility and Planning Studies), Section 15267 (Financial Assistance to Low- or Moderate-Income Housing), Section 15279 (Housing for Agricultural Employees), and Section 15280 (Lower-Income Housing Projects) AND approve the Consortium Regional Consolidated Plan, a HUD mandated document for fiscal years 2021-2025, which encompasses the Community Development Block Grant and HOME Investment Partnerships for the City of Turlock, Stanislaus Urban County, and the HOME Consortium and authorize the City Manager or designee to execute all related and necessary documents AND approve the fiscal year 2020-2021 Annual Action Plan, contained as an element of the Consolidated Plan for the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME), authorize submission of the Annual Action Plan to the United States Department of Housing and Urban Development (HUD), and authorize the City Manager or designee to execute all related and necessary documents

Council and staff discussed this item.

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

Action: Motion by Councilmember Arellano, seconded by Councilmember Esquer, Accepting findings that the City of Turlock / HOME Consortium Consolidated Plan is statutorily exempt from CEQA Guidelines, specifically Section 15262 (Feasibility and Planning Studies), Section 15267 (Financial Assistance to Low- or Moderate-Income Housing), Section 15279 (Housing for Agricultural Employees), and Section 15280 (Lower-Income Housing Projects). Motion carried 5/0 by the following vote:

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

Resolution No. 2020-062: Approving the Consortium Regional Consolidated Plan, a HUD mandated document for fiscal years 2021-2025, which encompasses the Community Development Block Grant and HOME Investment Partnerships for the City of Turlock, Stanislaus Urban County, and the HOME Consortium and authorizing the City Manager or designee to execute all related and necessary documents as introduced by Councilmember Arellano, seconded by Councilmember Esquer, and carried 5/0 by the following vote

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

Resolution No. 2020-063: Approving the fiscal year 2020-2021 Annual Action Plan, contained as an element of the Consolidated Plan for the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME), authorizing submission of the Annual Action Plan to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager or designee to execute all related and necessary documents as introduced by Councilmember Arellano, seconded by Councilmember Esquer, and carried 5/0 by the following vote

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

- B. Assistant to the City Manager for Economic Development and Housing Maryn Pitt presented the staff report on the request to accept the Analysis of Impediments to Further Fair Housing Report as required by the United States Department of Housing and Urban Development (HUD)

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

Action: Motion by Councilmember Nosrati, seconded by Councilmember Esquer, Accepting the Analysis of Impediments to Further Fair Housing Report as required by the United States Department of Housing and Urban Development (HUD). Motion carried 5/0 by the following vote:

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

- C. Deputy Development Services Director / Planning Katie Quintero presented the staff report on the request to make no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district

Council and staff discussed this item.



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

Action: Motion by Councilmember Nosrati, seconded by Councilmember Arellano, making no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district. Motion carried 5/0 by the following vote:

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

D. City Manager Toby Wells presented the staff report on the request to strongly recommend that all residents or visitors within the City of Turlock wear a face mask or covering that covers the nose and mouth when leaving their place of residence to support the safe transition of reopening businesses

Council and staff discussed this item including recommendations to wear face coverings to support the reopening of businesses and clarification when/where masks should be worn.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

- Anthony Silva
- Carrie Dompe
- Darnell Lemos
- DJ Fransen
- Karlen Bailie
- Member of the public
- Sherry
- Milt Trieweiler
- Victor Costa
- Teri
- Mike Warda
- Marie Roberson
- Michael Camara

Mayor Bublak closed the public hearing.

Council and staff further discussed this item including this being a divisive issue, need for further education, protecting others, minimizing risks/transmission, safe recommendations - consistent with health advisories, maintaining social distancing when wearing face coverings isn't an option, and the importance of communication and messaging.

Council provided direction to staff to conduct additional public outreach and education instead of passing a resolution. No formal action was taken on this item.

*Mayor Bublak recessed the City Council meeting at 8:50 p.m.
Mayor Bublak reconvened the City Council meeting at 8:58 p.m.*

City Manager Toby Wells presented Items 8E and 8F concurrently.

- E. City Manager Toby Wells presented the staff report on the request to waive reading and introduction of an Urgency Ordinance, reading by title only, waiving further reading, and adoption of an Urgency Ordinance of the City Council of the City of Turlock authorizing the outdoor operation of a qualifying business (restaurants, wineries, breweries, and bars) pursuant to a special temporary outdoor operations permit and granting the City Manager temporary land use authority to implement the outdoor operations permit

Council and staff discussed this item including clarification regarding permissible business operations in current stage (2A), recourse for businesses if special permitting is refused, efforts to assist businesses in expanding their operational capabilities, and Stanislaus County’s recent decision of non-enforcement.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

- DJ Fransen
- Mike Warda
- Carrie Dompe
- Darnell Lemos

Mayor Bublak closed the public hearing.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item including the application process, supporting the business community, options for street closures, potential involvement by the Chamber of Commerce for business assistance, efforts and guidelines to assist with reopening the local economy, advocacy for cosmetology-type businesses, concerns with business equity related to the permitting process, streamlining the process, timelines and effectiveness (duration) of the process/authorization, and adding clarifying language to the ordinance regarding current use permits and state guidelines.

Councilmember Esquer introduced a motion to adopt the urgency ordinance with amendments regarding use permits and state guidelines. Councilmember Arellano seconded the motion.

Action: **Ordinance No. 1279-CS:** Motion by Councilmember Esquer, seconded by Councilmember Arellano, Waiving reading and introduction of an Urgency Ordinance, reading by title only, waiving further reading, and adoption of an Urgency Ordinance of the City Council of the City of Turlock authorizing the outdoor operation of a qualifying business (restaurants, wineries, breweries, and bars) pursuant to a special temporary outdoor operations permit and granting the City Manager temporary land use authority to implement the outdoor operations permit. Motion carried 5/0 by the following vote:

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



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- F. City Manager Toby Wells presented the staff report on the request to waive reading and introduction of an Urgency Ordinance, reading by title only, waiving further reading, and adoption of an Urgency Ordinance of the City Council of the City of Turlock authorizing the outdoor operation of a qualifying business (retail and commercial) pursuant to a special temporary outdoor operations permit and granting the City Manager temporary land use authority to implement the outdoor operations permit

Council and staff discussed this item including clarification regarding permissible business operations in current stage (2A), recourse for businesses if special permitting is refused, efforts to assist businesses in expanding their operational capabilities, and Stanislaus County's recent decision of non-enforcement.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

- DJ Fransen
- Mike Warda
- Carrie Dompe
- Darnell Lemos

Mayor Bublak closed the public hearing.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item including the application process, supporting the business community, options for street closures, potential involvement by the Chamber of Commerce for business assistance, efforts and guidelines to assist with reopening the local economy, advocacy for cosmetology-type businesses, concerns with business equity related to the permitting process, streamlining the process, timelines and effectiveness (duration) of the process/authorization, and adding clarifying language to the ordinance regarding current use permits and state guidelines.

Councilmember Esquer introduced a motion to adopt the urgency ordinance with amendments regarding use permits and state guidelines. Councilmember Nosrati seconded the motion.

Action: **Ordinance No. 1280-CS**: Motion by Councilmember Esquer, seconded by Councilmember Nosrati, Waiving reading and introduction of an Urgency Ordinance, reading by title only, waiving further reading, and adoption of an Urgency Ordinance of the City Council of the City of Turlock authorizing the outdoor operation of a qualifying business (retail and commercial) pursuant to a special temporary outdoor operations permit and granting the City Manager temporary land use authority to implement the outdoor operations permit. Motion carried 5/0 by the following vote:

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



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- G. Mayor Bublak introduced the staff report on the request to waive reading and introduction of Urgency Ordinance, reading by title only, waiving further reading, and adoption of an Urgency Ordinance of the City Council of the City of Turlock amending Ordinance No. 1277-CS to provide that violations of the County and State shelter in place orders shall be only enforced as a public nuisance and eliminate the fine schedule set forth in Ordinance No. 1277-CS

Mayor Bublak also spoke about being consistent, concerns with the fine amounts, and the purpose of the administrative citation process to gain compliance.

Council and staff discussed this item including concerns with rescinding previous actions taken by Council, confusing messaging, education and outreach efforts prior to enforcement/fines, lessening the fine amounts, supporting businesses, not creating hardships, being proactive with efforts and consistent with processes, and potential options related to the status of the ordinance.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

DJ Fransen
Kayleen Hibma

Mayor Bublak closed the public hearing.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item including a suggestion to change the fine amounts to be consistent with administrative citation fine amounts, concerns with changing the fine amounts, and equipping staff with tools for compliance.

Mayor Bublak introduced a motion to reduce the fine amounts to a warning, education, and \$100, \$200 (clarified amount), and \$500. Motion failed for lack of second.

No changes were made to the ordinance; therefore, no formal action was taken on this item.

- H. *Item removed from the agenda.*

9. ACTION ITEMS: None

10. CITY MANAGER REPORTS/UPDATES:

- A. Fire Department
1. COVID-19 Update

Interim Fire Chief Gary Carlson provided an update regarding COVID-19 including public outreach efforts (website, press releases, guidelines, and best practices), proper hand washing procedures, maintaining physical distancing, differences between masks and face

coverings, a finance update regarding COVID-19 related expenses and employee time spent managing the pandemic, statistics/cases in the County, and the Fire Department's continued response to calls.

City Manager Toby Wells also provided information regarding the State's website where information and guidance can be found - <https://covid19.ca.gov/> and clarified the status of park use.

City Attorney Douglas L. White also provided information regarding the City having not adopted any laws more restrictive than the State or County.

Mayor Bublak opened public participation.

The following members of the public spoke:

Victor Costa
DJ Fransen
Luke Miller
Shelly Koch

Mayor Bublak closed public participation.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:

Councilmember Nosrati thanked his fellow Councilmembers for their commitment to work together in the best interest of the City.

Mayor Bublak announced that CSU Stanislaus will not be opening in the Fall and thanked the Sikh community for donating food to the Fire and Police Departments and Emanuel Medical Center nurses.

Councilmember Larson expressed thanks to City staff for their continuous efforts, the City Clerk and associated staff for coordinating the first Zoom meeting, her colleagues for trying their best to work through issues and being open to public concerns, to Mayor Bublak for ensuring our local voice is heard, and to the Police Department in recognition of National Police Week.

13. CLOSED SESSION (*continuation of Closed Session if necessary*):

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

- 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



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communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Scott McFarlane

Agency Claimed Against: City of Turlock

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 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: City Manager Toby Wells and City Attorney Douglas L. White

14. **REPORTS FROM CLOSED SESSION:**

City Clerk Jennifer Land reported for Closed Session Item 13A (Claim Filed Against the City by Scott McFarlane) the City Council by a 4/0 vote rejected this claim for damages, with Councilmember Arellano not participating due to a potential conflict.

City Clerk Jennifer Land reported for Closed Session Item 13B that Council provided direction to staff, but no reportable action was taken.

15. **ADJOURNMENT**

Mayor Bublak adjourned the regular meeting at 11:23 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

City Council Staff Report

June 9, 2020



6C

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: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Turlock

2. SYNOPSIS:

This action adopts the Measure L master funding agreement between the Stanislaus Council of Governments and the City of Turlock. This is a requirement of receiving Measure L funds.

3. DISCUSSION OF ISSUE:

Measure L is a voter-approved county wide one-half cent transaction use tax specifically collected to address road maintenance.

Stanislaus Council of Governments (StanCOG) is the taxing authority for Measure L authorized to administer the proceeds from the one-half cent transaction use tax. A master funding agreement must be in place between StanCOG and the City of Turlock prior to distribution of funds.

On November 15, 2017, StanCOG Policy Board approved Resolution 17-10 adopting the Measure L master funding agreement. This resolution requires all local agencies within jurisdiction of Measure L to approve a resolution adopting and executing the master funding agreement prior to receiving Measure L funds.

The original master funding agreement was approved by Council on January 9, 2018 and was for the term of July 1, 2017 – June 30, 2020. This current master funding agreement is for a 5 year term, covering the period of July 1, 2020 – June 30, 2025. The funding allocations for Turlock, terms, conditions and requirements are not modified with the current agreement. The only substantial change included in this current master funding agreement is the Ceres Area Transit consolidation

with Modesto. Ceres funding allocation, along with its service, is absorbed by Modesto.

4. BASIS FOR RECOMMENDATION:

A. Stanislaus Council of Governments requires the City of Turlock to adopt a resolution and enter into a master funding agreement prior to receiving disbursements of Measure L funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

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

Without the resolution and master funding agreement, the City of Turlock will not receive distribution of Measure L funds. This action will allow the City of Turlock to fund Measure L projects.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

A. Council could choose to deny the resolution entering into the master funding agreement. Staff does not recommend this alternative as the City of Turlock will not receive Measure L funds until the master funding agreement is fully executed.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE	}	RESOLUTION NO. 2020-
MEASURE L MASTER FUNDING AGREEMENT	}	
BETWEEN THE STANISLAUS COUNCIL OF)	
GOVERNMENTS AND THE CITY OF TURLOCK	}	
<hr style="border: 0.5px solid black;"/>		
	}	

WHEREAS, On November 8, 2016 the voters of Stanislaus County approved Measure L authorizing Stanislaus Council of Governments (StanCOG) to administer the proceeds from the one-half cent transaction use tax; and

WHEREAS, the duration of Measure L is 25 years from the initial year of collection which began April 1, 2017; and

WHEREAS, StanCOG has approved Resolution 17-10 requiring each member agency of StanCOG to enter into the Measure L Master Funding Agreement prior to receiving Measure L fund disbursements; and

WHEREAS, the Measure L Master Funding Agreement delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements, and Transit Provider funds for Transit Services, as authorized by the Measure L Expenditure Plan; and

WHEREAS, Council approved the previous master funding agreement on January 9, 2018 which covered the period of July 1, 2017 – June 30, 2020; and

WHEREAS, the term of this Measure L Master Funding Agreement is five (5) years, covering the period of July 1, 2020 – June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**MEASURE L MASTER FUNDING AGREEMENT
BETWEEN THE
STANISLAUS COUNCIL OF GOVERNMENTS
AND THE
CITY OF TURLOCK
(FISCAL YEARS 2020 – 2025)**

This Measure L Master Funding Agreement (“AGREEMENT”), effective July 1, 2020, is entered into by and between the Stanislaus Council of Governments, acting as the Stanislaus County Transportation Authority (“STANCOG” or the “Authority”), and the City of Turlock (“RECIPIENT”).

RECITALS

A. On November 8, 2016 the voters of Stanislaus County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure L, thereby authorizing STANCOG to administer the proceeds from the one-half cent transaction and use tax (“Measure L”).

B. The duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with said tax to expire on March 31, 2042. The tax proceeds will be used to pay for the programs and projects outlined in the Stanislaus Council of Government’s Expenditure Plan (the “Measure L Expenditure Plan”), as it may be amended.

C. Measure L authorizes the Authority (STANCOG) to sell or issue bonds to finance and refinance the transportation projects identified in the Measure L Expenditure Plan. Costs associated with bonding will be borne only by the projects included in the Measure L Expenditure Plan.

D. This AGREEMENT delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements, (collectively referred to as “Local Control Funds”) and Transit Provider funds for Transit Services, as authorized by the Measure L Expenditure Plan. The jurisdictions (recipients) are Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

E. The original Measure L Master Funding agreement between the parties for the period July 1, 2017 – June 30, 2020, was approved by the STANCOG Policy Board on November 15, 2017.

F. This AGREEMENT for the period July 1, 2020 – June 30, 2025 reflects changes made to Transit Services and Transit Providers operations, primarily changes to the operation of

Ceres Area Transit, and was approved by the STANCOG Policy Board on _____, 2020.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: FUNDING ALLOCATIONS

1. This AGREEMENT authorizes the STANCOG to allocate the Local Control Funds derived from Measure L receipts to the RECIPIENT as described in the voter-approved Measure L Expenditure Plan and as summarized below by jurisdiction for each of the three different programs covered under Local Control Funds (Local Streets and Roads, Traffic Management, and Bike and Pedestrian Improvements). Local Control Funds comprise 65% of the Measure L receipts (after deducting the 1% Administrative Expense Cap authorized in the Measure L Ordinance and Expenditure Plan).

Local Control Funds*

Ceres	6.36%
Hughson	1.26%
Modesto	35.79%
Newman	1.26%
Oakdale	3.86%
Patterson	4.55%
Riverbank	3.42%
Turlock	15.26%
Waterford	1.26%
Stanislaus County	26.98%
Total	100.00%

*Source: Measure L Expenditure Plan

The breakdown of the 65% of Local Control Funds by program is as follows: 50% to Local Streets and Roads; 10% to Traffic Management; and 5% to Bike and Pedestrian Improvements.

2. This AGREEMENT authorizes the STANCOG to allocate the Transit Provider funds derived from Measure L receipts as described in the Measure L Expenditure Plan and as summarized below by jurisdiction for Transit Services (“Transit Services”).

Transit Services*

Modesto	59.00%**
Stanislaus County	33.00%
Turlock	8.00%
Total	100.00%

*Source: Measure L Expenditure Plan

** Modesto allocation reflects consolidation of Ceres CAT and Modesto MAX effective July 1, 2020.

ARTICLE II: FUNDING PREREQUISITES AND REQUIREMENTS

1. RECIPIENT shall annually submit to STANCOG:

a. A copy of RECIPIENT'S adopted Capital Improvement Program (CIP), roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects RECIPIENT intends to fund, either partially or in full, with Measure L funds and which identifies the schedule for project delivery. If RECIPIENT amends its CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other adopted document at any time during the year, it shall provide a copy of the amended document to STANCOG within 15 business days of adoption by RECIPIENT'S governing board.

b. Annual Maintenance of Effort (MOE) calculation demonstrating RECIPIENT'S compliance with MOE. The MOE calculation shall be based on the prior three fiscal years' general fund spending on transportation purposes (local streets and roads) as reported to the State Controller's Office. The MOE calculation shall be verified by an annual independent audit, conducted at the RECIPIENT'S sole cost and expense. Adjustments to the MOE calculation may be made, subject to Authority approval, based upon the criteria stated in Section 9 of the Measure L Ordinance.

c. Any other documents or reports required to be submitted pursuant to the adopted Measure L Policies and Procedures, as may be amended.

2. If RECIPIENT has submitted all required documents and reports, STANCOG will disburse Measure L funds to RECIPIENT consistent with this AGREEMENT and in accordance with the adopted Measure L Policies and Procedures. RECIPIENT will receive Local Control Funds based on the percentage allocations summarized above and as set forth in the Measure L Expenditure Plan.

3. If RECIPIENT fails to comply with one or more of the requirements set forth in this Article II, STANCOG may withhold payment of Measure L funds to RECIPIENT until full compliance is achieved.

4. The governing body of the RECIPIENT will be the decision-making body for the use of the Local Control Funds within its jurisdiction.

5. Transit Providers (Transit Services) funds will be allocated 1.4% of the Measure L receipts (after deducting the 1% Administrative Expense Cap) and will be disbursed to Transit Providers at least quarterly or as set forth in the Measure L Policies and Procedures, whichever

provides more frequent disbursements. The Transit Providers are: Modesto Area Express (MAX), Stanislaus Regional Transit (StaRT), and Turlock Transit.

6. Percentage allocations identified in the Measure L Expenditure Plan are not subject to change unless two-thirds of the voters of Stanislaus County approve an amendment to the allocations.

7. The Measure L Ordinance and Expenditure Plan provide fund usage and eligibility guidelines by allocation category and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Ordinance and Expenditure Plan. The Measure L Ordinance and Expenditure Plan, as may be amended, is hereby incorporated in its entirety into this AGREEMENT by reference.

8. The StanCOG Policy Board has adopted Measure L Policies and Procedures which contain additional fund usage and eligibility guidelines and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Policies and Procedures. The Measure L Policies and Procedures, as may be amended, are hereby incorporated in its entirety into this AGREEMENT by reference.

ARTICLE III: PAYMENTS AND EXPENDITURES

A. STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) DUTIES AND OBLIGATIONS

1. STANCOG shall remit to RECIPIENT its designated amount of Local Control Funds in accordance with this AGREEMENT.

2. STANCOG will provide a quarterly report to its Board of Directors which shall include all Measure L revenues distributed to each Recipient.

3. STANCOG shall provide for an independent annual audit of its Measure L financial statements including revenues and expenditures.

4. STANCOG shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this Agreement, the Measure L Ordinance and Expenditure Plan, and the Measure L Policies and Procedures.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure L funds received in compliance with the Measure L Ordinance and Expenditure Plan, this AGREEMENT and the adopted Measure L Policies and Procedures.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure L funds received and spent. RECIPIENT must account for Measure L funds, including any interest received or accrued, separately for each program fund type, and from any other funds received from STANCOG. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds.

3. RECIPIENT acknowledges and agrees that STANCOG and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to Measure L funds, except to the extent specifically prohibited by applicable law.

4. RECIPIENT shall cooperate with STANCOG and its auditors as they conduct an annual independent audit of all of RECIPIENT'S Measure L accounts which audit shall be conducted at STANCOG's sole cost and expense. RECIPIENT shall comply with the schedule and requests of STANCOG's auditors to ensure timely and accurate completion of the audit.

5. RECIPIENT agrees to provide STANCOG each fiscal year with an adopted copy of its Capital Improvement Program, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects containing a description of all the projects and tasks that Measure L funds will pay for over that fiscal year, schedule and cost information for each project in its entirety, and other funds that will match the Measure L allocation.

6. RECIPIENT hereby acknowledges and agrees to the Maintenance of Effort requirement set forth in Section 9 of the Measure L Ordinance.

a. Pursuant to the intent of the Public Utilities Code section 180001, a jurisdiction cannot redirect monies currently being used for transportation purposes to other uses, and then replace the redirected funds with local street maintenance and improvement dollars from Measure L.

b. RECIPIENT hereby agrees to certify in the annual verification submitted to STANCOG that it has met the Maintenance of Effort requirement by demonstrating that the Measure L funds have been used to augment and not supplant local resources spent. The Maintenance of Effort calculation is set forth in Section 9.03 of the Measure L Ordinance and

uses the RECIPIENT's average general fund expenditures of the prior (3) three fiscal years spent for local transportation purposes.

c. RECIPIENT shall conduct an annual independent audit to verify that the Maintenance of Effort requirement was met by RECIPIENT.

d. If RECIPIENT does not meet its Maintenance of Effort requirement in any given year it may have its Local Streets and Roads fund received pursuant to the Measure L Expenditure Plan reduced in the following year by the amount by which RECIPIENT did not meet its required Maintenance of Effort. Such funds shall be redistributed to the remaining eligible jurisdictions.

7. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure L, as reflected in the Measure L Expenditure Plan.

8. RECIPIENT agrees to comply with the reporting requirements set forth in this AGREEMENT.

C. OTHER CONSIDERATIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure L funds solely for transportation purposes as defined by the Measure L Ordinance and Expenditure Plan. If RECIPIENT violates this provision, it must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest which would have been earned will be calculated using the current interest rate earned on local agency monies on deposit with Stanislaus County.

2. **Administrative and Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects funded by Measure L, including direct staff costs and consultant costs, are eligible uses of Measure L funds, unless otherwise limited by the adopted Measure L Policies and Procedures.

a. In situations where RECIPIENT acts as the project manager, project sponsor or the lead agency for delivery of a regional project identified in the Measure L Expenditure Plan, RECIPIENT will be required to enter into a Cooperative Agreement for that regional project and the reimbursement of administrative and staff costs will be addressed pursuant to the terms of that Agreement.

b. STANCOG does not allow the reimbursement of indirect costs, unless the RECIPIENT submits an Indirect Cost Allocation Plan which may be considered by the Caltrans Independent Office of Audits and Investigations, on a case by case basis, for approval of the identified indirect costs. If the Indirect Cost Allocation Plan is approved by Caltrans, the

approved plan shall be submitted to STANCOG to allow for reimbursement of those approved indirect costs. Notwithstanding the foregoing, the following items are not eligible for Measure L reimbursement: activities related to obtaining matching funds for a project, activities related to general Measure L administration (not specific to the project), education or preparation performed by the project manager/sponsor (e.g., presentation to Rotary, Kiwanis, Lions Clubs, etc.), activities related to another project (regional) not covered in a Cooperative Agreement, even if it is a Measure L project.

3. **Fund Exchange:** RECIPIENT shall have the authority to loan its Measure L receipts allocated to it for Local Control Projects to other recipients for the implementation of needed transportation projects. All such fund exchanges shall be reviewed and accepted by STANCOG in accordance with the adopted Measure L Policies and Procedures.

4. **CEQA:** All projects funded with Measure L funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth in this Article IV. If RECIPIENT fails to comply with one or more of these requirements, STANCOG may withhold payment of further Measure L funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall submit to STANCOG on a monthly basis:

a. Monthly revenue and expenditure reports which identify the Measure L revenue received and expended by RECIPIENT. All reports shall identify the revenue and expenses by project identified in RECIPIENT'S CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution or other document adopted by RECIPIENT'S governing board.

b. Monthly report of Measure L fund cash balances held by RECIPIENT.

2. RECIPIENT shall submit to STANCOG quarterly milestone reports which provides a narrative of the progress of all of RECIPIENT'S projects utilizing Measure L funding.

3. RECIPIENT shall, by March 31st of each year, or other deadline provided at least sixty (60) days in advance by STANCOG or its auditors, submit to STANCOG, at the RECIPIENT'S expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure L funds received and used.

4. RECIPIENT shall, by September 30th of each year, document expenditure activities and report on the performance of Measure L funded activities through the annual program compliance reporting process, or through other STANCOG performance and reporting processes as may be requested, including but not limited to the annual performance report, annual program plan and planning monitoring reports. This report shall be provided to StanCOG and the Measure L Citizens Oversight Committee within 90 days of the end of each fiscal year and shall include documentation as to whether or not RECIPIENT met the Maintenance of Effort requirement for that fiscal year.

5. RECIPIENT shall install or mount signage adjacent to each project or program in excess of \$250,000 funded in whole or in part by Measure L funds identifying the project or program as being funded by Measure L revenues.

6. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure L funds. This information shall also be provided to STANCOG for posting on the Measure L website <http://www.stanislausmeasurel.com>

7. RECIPIENT shall actively participate in a "Public Awareness Program", in partnership with STANCOG as a means of ensuring that the public has access to information regarding which projects and programs are funded through Measure L funds.

8. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries regarding RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure L funds before the Citizens Oversight Committee.

9. RECIPIENT agrees that STANCOG may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of STANCOG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with Recipient's staff or governing board.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither STANCOG, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant

to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless STANCOG, its governing body, and all its officers, agents, and employees, from any liability imposed on STANCOG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY STANCOG

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, STANCOG shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Stanislaus County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2020 to June 30, 2025, unless amended in writing or a new Master Funding Agreement is executed between STANCOG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Measure L Ordinance and the Expenditure Plan, and the Policies and Procedures, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure L funds. This AGREEMENT may only be changed by a written amendment executed by both parties.

H. CONFLICT OF OR INCONSISTENT TERMS

If there is a conflict between this Agreement and the Policies and Procedures, the Policies and Procedures will control.

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City Council Staff Report

June 9, 2020



From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Public Services Grant Agreements with the seven (7) nonprofit agencies for fiscal year 2020-2021 funded with Community Development Block Grant Program (CDBG) funds and authorizing the City Manager or designee to execute all related and necessary documents

2. SYNOPSIS:

Approving the public services grant agreements for Fiscal Year 2020-21 as outlined in Exhibit A and authorizing the City Manager to execute the specified Grant agreements attached as Exhibit B for the program.

3. DISCUSSION OF ISSUE:

The City of Turlock is a CDBG Entitlement jurisdiction and each year can award up to 15% of the entitlement to public services. For Fiscal Year 2020-21, HUD has provided an allocation of CDBG funds in the amount of \$657,574 to the City of Turlock.

By previous action at the January 14, 2020 City Council meeting, the City Council approved the nominees to the CDBG Grant Selection Committee. There were seven (7) program applications presented to the CDBG Grant Selection Committee for consideration on January 29, 2020. The applications offered a variety of services to assist families and individuals with essential daily needs, programs in job training, education, counseling, assistive technology, nourishment, and temporary housing. The Grant Selection Committee scores have established a list for funding that is recommended to the City Council for approval. The Committee's recommendations for FY 2020-2021 funding are attached as Exhibit A.

These grants are provided to fund eligible activities that meet HUD's guidelines and the City's local Consolidated Plan. Applications for the City of Turlock's public service grants are accepted one time a year.

If the recommendations are approved, staff is prepared to execute agreements and allocate funding with each of the recommended public service agencies for the recommended dollar amounts. Total funding is to be in the amount of \$60,000. Funding is to begin on or after July 1, 2020.

4. BASIS FOR RECOMMENDATION:

- A. HUD has awarded the City of Turlock CDBG federal funds to carry out activities that benefit low- and moderate-income persons. The Consolidated Plan and first year Annual Action Plan that was approved by the City Council on May 12, 2020, provides the vehicle to fund for the proposed activities. Staff recommends approval of the CDBG non-profit agreements.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Proposed Federal Fiscal Year 2020 public services activities will be funded with CDBG and have been included in the City's budget in Fund 255-41-485 "CDBG".

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council could choose not to approve the proposed funding table for public services. This option is not recommended as the City has engaged in a Notice of Funding Availability (NOFA) and followed a prescribed process to vet and score the applications.
- B. The City Council could change the funding amounts and levels to the nonprofit organizations. This option is not recommended as the City has both a process and formula to follow in compliance with the CDBG public services activities found at CFR 570.201(e)(2).

City of Turlock
 Community Development Block Grant (CDBG)
 Proposed Funding for FY 2020-2021

#	Organization and Project Name	Funds Requested	*Proposed Funding
1	We Care Program - Turlock Emergency Shelter	\$10,000	\$10,000
2	United Samaritans Foundation Emergency Food Box Program	\$10,000	\$10,000
3	United Samaritans Foundation Senior Congregate Lunch	\$10,000	\$10,000
4	City of Turlock, Parks, Recreation and Public Facilities Division Recreation for All Scholarship	\$10,000	\$10,000
5	Center for Human Services Youth Street Outreach/Navigation	\$10,000	\$10,000
Fair Housing			
1	Project Sentinel Project Sentinel	\$10,000	\$10,000
	Total Funds Requested	\$60,000	\$60,000

*This is the proposed funding estimate for fiscal year 2020-2021 based on the presentation scoring. The funding is subject to change and dependent on the finalization of the program budgeting process and HUD's allocation to the city.



AGREEMENT
between
CITY OF TURLOCK
And

for
Public Services through the Community Development Block Grant (CDBG) Program
CONTRACT NO.

THIS AGREEMENT is made this 9th day of June, 2020, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, as the implementer of the **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**, hereinafter referred to as "CITY" and _____ hereinafter referred to as "ORGANIZATION."

WITNESSETH:

WHEREAS, CITY has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and

WHEREAS, the CITY wishes to engage the ORGANIZATION to assist the CITY in utilizing such funds; and

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

1. **SCOPE OF SERVICE:** The ORGANIZATION will be responsible for administering a CDBG 2020-2021 _____ Public Service Program in a manner satisfactory to the CITY. The Public Service Program shall be provided in accordance with the standards required as a condition of providing these funds and in accordance with Exhibit A attached hereto and incorporated herein by reference. The ORGANIZATION shall provide such Services in accordance with 24 CFR § 570 *et seq* and all other applicable federal state or local laws, rules or regulations.

(a) **National Objectives:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency,

as defined in 24 CFR 570.208. The ORGANIZATION certifies that the activity carried out under this Agreement will meet the National Objective specified in Exhibit A.

(b) Levels of Accomplishment-Goals and Performance Measures: The ORGANIZATION agrees to provide levels of program services specified in Exhibit A.

(c) Staffing: The ORGANIZATION agrees to provide levels of staffing for the program as specified in Exhibit A.

(d) Performance Monitoring: The CITY will monitor the performance of the ORGANIZATION against goals and performance standards as stated in Exhibit A. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the ORGANIZATION within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

2. COMPENSATION: ORGANIZATION shall be paid a total consideration of not to exceed XXX Thousand and no/100^{ths} Dollars (\$ XXXX.XX), for full performance of the Public Services specified under this Agreement, in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A. The amount set forth in this section is not a guarantee of the compensation that ORGANIZATION will receive, but rather is merely a limit of potential City expenditures under this Agreement. ORGANIZATION will be paid for services actually performed in accordance with the requirements of this Section. The CITY may require a more detailed budget breakdown than the one provided in Exhibit A and the ORGANIZATION shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the ORGANIZATION. ORGANIZATION agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Payment:

(1) Funds will be dispersed on a draw basis as costs are incurred and can be drawn at 25% or more intervals. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

(2) The request for a draw will be accompanied by documentation of the costs which would include such information as invoices and time cards. The request will also include data of the persons served through the program including, but not limited to, income, race/ethnicity, and statistics data required by HUD, and such other information as the City may request. First Draw can be requested after October 1, 2020. Final draw must be requested before June 15, 2021.

(3) Payments may be contingent upon certification of the ORGANIZATION'S financial management system in accordance with the standards specified in 24 CFR 84.21.

(4) ORGANIZATION shall notify CITY in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

(5) Not more often than monthly, City shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

3. TERM OF AGREEMENT. The Services of ORGANIZATION are to commence on July 1, 2020, and end on June 30, 2021, unless the term of the agreement is otherwise terminated or extended, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. The point of contact for CITY shall be the City of Turlock, Housing Program Services Division, 156 South Broadway, Suite 250, Turlock, California, 95380.

4. GENERAL CONDITIONS. The ORGANIZATION agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the ORGANIZATION does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the ORGANIZATION does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The ORGANIZATION also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided for under this contract. The ORGANIZATION further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(a) ORGANIZATION agrees to submit quarterly program status reports to CITY, and other reports as may be required by CITY.

(b) ORGANIZATION agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to CITY quarterly.

(c) ORGANIZATION agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited.

(d) ORGANIZATION agrees that CITY or any authorized representative has access to and the right to examine all records, books, papers or documents related to the program/scope of services/project.

(e) ORGANIZATION agrees to provide to CITY at ORGANIZATION's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by ORGANIZATION, including the distribution of Community Development Block Grant Funds for fiscal year 2020-2021 to be delivered to CITY by October 1, 2021 or within 30 days of receipt of ORGANIZATION's audited financials.

(f) ORGANIZATION hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of ORGANIZATION who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

(g) The undersigned persons signing as officers on behalf of ORGANIZATION, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said ORGANIZATION and to bind the same to this Agreement, and, further that said ORGANIZATION has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

(h) CITY shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by ORGANIZATION, its staff or clientele, and ORGANIZATION hereby agrees to defend, hold harmless and indemnify CITY from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release ORGANIZATION from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

(i) Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another.

ORGANIZATION is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation insurance.

5. OTHER PROVISIONS.

(a) During the performance of this Agreement, ORGANIZATION agrees as follows:

(1) ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ORGANIZATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(b) EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with CITY policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.602 issued pursuant to this section).

(c) Civil Rights

(1) Compliance. The ORGANIZATION agrees to comply with the civil rights laws of the State of California and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086

(2) Nondiscrimination. The ORGANIZATION agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(d) BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. ORGANIZATION will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

(e) DRUG-FREE WORK PLACE. Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

(f) PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

6. CITY RECOGNITION. The ORGANIZATION shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the ORGANIZATION will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

(a) Financial Management

(1) Accounting Standards. The ORGANIZATION agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

(2) Cost Principles. The ORGANIZATION shall administer its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars including OMB Circulars A-122, "Cost Principles for Non-Profit Organization," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable. These principles shall be

applied for all costs incurred whether charged on a direct or indirect basis.

(b) Documentation and Record Keeping.

(1) Records to be maintained. The ORGANIZATION shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity component of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention. The ORGANIZATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(3) Client Data. The ORGANIZATION shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

(4) Disclosure. The ORGANIZATION understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or ORGANIZATION's responsibilities with respect to services provided under this contract, is prohibited by the State or Federal law unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

(5) Close-outs. The ORGANIZATION's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the ORGANIZATION has control over CDBG funds, including program income.

(6) Audits and Inspections. All ORGANIZATION records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the ORGANIZATION within 30 days after receipt by the ORGANIZATION. Failure of the ORGANIZATION to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The ORGANIZATION hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning ORGANIZATIONS audits and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars including OMB circular A-133.

If, as a result of any audit, any improper expenditures are revealed by the ORGANIZATION, its officers, agents, servants, employees and /or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, ORGANIZATION agrees to repay the CITY said sum as liquidated damages for the ORGANIZATIONS failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

(c) Reporting and Payment Procedures

(1) Program Income. The ORGANIZATION shall report to the CITY any interest or other income earned as a direct result of the use of the CDBG funds for the program outlined within this Agreement. The ORGANIZATION shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. All program income derived from the project, if any, shall revert to the CITY for use in the Community Development Block Grant program.

(2) Payment Procedures. The CITY will pay to the ORGANIZATION funds available under this Agreement based upon information submitted by the ORGANIZATION and consistent with the approved budget in Exhibit A. Payments will be made for eligible expenses actually incurred by the ORGANIZATION on a reimbursement basis. The CITY shall not provide any payments in advance of actual expenditures by the ORGANIZATION. Payments will be adjusted by the CITY in accordance with program income balances available in ORGANIZATION accounts. Payment requests shall include documentation to verify that the expenditure of funds is consistent with the project description as approved. Prior to reimbursing the ORGANIZATION, the CITY will verify the ORGANIZATION has provided the required draw. Funding is contingent upon the CITY receiving Community Development Block Grant funds from HUD.

(3) Progress Reports. The ORGANIZATION shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

(d) Procurement

(1) Compliance. The ORGANIZATION shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

(2) Uniform Requirements. Unless specified otherwise within this agreement, the ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars.

(3) Travel. The ORGANIZATION shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

(e) Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following;

(1) The ORGANIZATION shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(2) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the ORGANIZATION for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

(a) General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. ORGANIZATION's general liability policies shall be primary and not seek contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: ORGANIZATION shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). ORGANIZATION shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: ORGANIZATION shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If ORGANIZATION owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Professional Liability Insurance: When applicable, ORGANIZATION shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and ORGANIZATION agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

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

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

(g) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or with an insurer to which the City has provided prior approval.

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

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

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

9. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for ORGANIZATION's Services, to the fullest extent permitted by law, ORGANIZATION shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the ORGANIZATION (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the ORGANIZATION (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. ORGANIZATION shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, ORGANIZATION shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by ORGANIZATION or by any individual or agency for which ORGANIZATION is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of ORGANIZATION.

10. PERSONNEL & PARTICIPANT CONDITIONS

(a) Federal regulations

(1) Section 504. The ORGANIZATION agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federal assisted program. The CITY shall provide the ORGANIZATION with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(1) Approved Plan. The ORGANIZATION agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the ORGANIZATION to assist in the formulation of such program. The ORGANIZATION shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) Women- and Minority-Owned Businesses (W/MBE). The ORGANIZATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The ORGANIZATION may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The ORGANIZATION shall furnish and cause each of its owned ORGANIZATIONS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The ORGANIZATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ORGANIZATION's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that it is an Equal Opportunity or Affirmative Action Employer.

(6) Subcontract Provisions. The ORGANIZATION will include the provisions of Paragraphs 5.(c), Civil Rights, and 10.(b), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own ORGANIZATIONS or subcontractors.

(c) Employment Restrictions

(1) Prohibited Activity. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(2) Labor Standards. The ORGANIZATION agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The ORGANIZATION agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The ORGANIZATION shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The ORGANIZATION agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors unengaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the ORGANIZATION of its obligation, if any, to require payment of the higher wage. The ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(3) "Section 3" Clause.

a. Compliance. Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors, their successors and assigns, to those sanction specified by the Agreement through which Federal assistance is provided. The ORGANIZATION certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The ORGANIZATION further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The ORGANIZATION further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participant in other HUD programs.

The ORGANIZATION certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification. The ORGANIZATION agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The ORGANIZATION will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the grantor agency. The ORGANIZATION will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Conduct

(1) Assignability. The ORGANIZATION shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the ORGANIZATION from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

(2) Subcontracts

a. Approvals. The ORGANIZATION shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring. The ORGANIZATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The ORGANIZATION shall cause all of the provisions of

this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The ORGANIZATION shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

(3) Hatch Act. The ORGANIZATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(4) Conflict of Interest. The ORGANIZATION agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The ORGANIZATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the ORGANIZATION shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

(5) Lobbying.

The ORGANIZATION hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(6) Copyright. If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocably license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) Religious Activities. The ORGANIZATION agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS

(a) Air and Water. The ORGANIZATION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(1) Clean Air act, 42 U.S.C., 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the ORGANIZATION shall assure that for activities located in an area identified by the Federal emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) Lead-Based Paint. The ORGANIZATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures

may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. The ORGANIZATION agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SPECIAL TERMS AND CONDITIONS.

(a) It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the other party. However, ORGANIZATION may not terminate An Assignment of Proceeds and Grant of Lien without written consent of CITY. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

(b) Further, CITY reserves the right to immediately terminate this Agreement upon written notification to ORGANIZATION under the following conditions:

(1) Notification by HUD to the CITY that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

(2) Notification by HUD to CITY that said project is deficient and that continued support of the project is not providing an adequate level of services to low/moderate income or minority people.

(3) Written notification from HUD to CITY that the program funds made available to CITY are being curtailed, withdrawn, or otherwise restricted.

(c) CITY also reserves the right to immediately terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

(1) Failure of ORGANIZATION to file required reports

(2) Failure of ORGANIZATION to meet project dates

(3) Expenditure of funds under this Agreement for ineligible activities, services or items

(4) Failure to comply with written notice from CITY of substandard performance in scope of services under the terms of this Agreement.

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

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

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

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

for ORGANIZATION: _____

PHONE: () -

for CITY: CITY OF TURLOCK
ATTN: MANAGER
HOUSING PROGRAM SERVICES DIVISION
156 SOUTH BROADWAY, SUITE 250
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5610
FAX: (209) 665-5120

18. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. WAIVER

The CITY's failure to act with respect to a breach by the ORGANIZATION does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the CITY and the ORGANIZATION for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the ORGANIZATION with respect to this Agreement.

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

Maryn Pitt, Assistant to City Manager for Economic Development/Community Housing
Housing Program Services Division
156 S. Broadway, Suite 250
Turlock, California 95380-5456
Telephone: (209) 668-5610
E-mail: mpitt@turlock.ca.us

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by and through their respective officer's thereunto duly authorized by a motion approved by the Turlock City Council on _____, 2020.

**CITY OF TURLOCK, a municipal corporation
Facilities Division**

City of Turlock, Parks, Recreation and Public

By: _____
Toby Wells, P.E., City Manager

Date: _____

By: _____

Title: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

Date: _____

Phone: () -

ATTEST:

By: _____
Jennifer Land, City Clerk

Date: _____

6E

City Council Staff Report
June 9, 2020



From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving the eight (8) Annual Funding Agreements between the City of Turlock and each of the HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for FY 2020-2021 in the amount of \$1,363,238 and authorizing the City Manager or designee to execute all related and necessary documents

2 SYNOPSIS:

Approving the annual funding agreements for Fiscal Year 2020-2021 with the eight (8) members of the Turlock/ Stanislaus County HOME Consortium.

3. DISCUSSION OF ISSUE:

The City of Turlock is the lead agency for the City of Turlock/County of Stanislaus HOME Consortium whose members include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the County of Stanislaus unincorporated areas. The Turlock/Stanislaus Urban County HOME Consortium was formed in 1998. HUD requires both a Master three-year agreement to operate the Consortium as well as Annual funding agreements. This motion approves the annual funding agreement as set forth in Exhibit A.

The annual funding agreement outlines the amount of HOME funds the sub-recipients will receive and that they will comply with all HUD HOME regulations. Each member jurisdiction will receive a grant allocation as set forth in Exhibit B. Total funding for the seven sub-recipient agreements is \$1,363,238 with the allocations to the member jurisdictions.

When a HOME Participating Jurisdiction (PJ) forms a partnership with another entity, its primary enforcement and monitoring tool available is a written

agreement. Jurisdictions joining to form a consortium must have an executed consortium agreement before the consortium will be eligible to receive HOME funds. The lead entity must execute a sub-recipient agreement with a member jurisdiction before that jurisdiction can receive HOME funds. In fact, before any HOME funds can be disbursed to any entity (including sub-recipients, state recipients, homeowners, home-buyers, contractors, CHDOs, and other nonprofit or for-profit developers), the PJ must execute a written agreement that ensures compliance with all HOME requirements.

In a HOME Consortium, the development, execution, and enforcement of written agreements are key responsibilities of the lead entity. Before disbursing funds to any member jurisdiction, the lead entity must execute a sub-recipient agreement with that member. In addition, either the lead entity or a member jurisdiction must execute a sub-recipient agreement with any other sub-recipient that carries out all or a portion of the Consortium's HOME program. The sub-recipient agreement should specify HOME requirements that apply to the program or project that is being funded as well as provide that all provisions of the Code of Federal Regulations (CFR) are met.

4. BASIS FOR RECOMMENDATION:

A. HUD has awarded the City of Turlock and HOME Consortium federal funds to carry out activities that benefit low- and moderate-income persons. The Consolidated Plan and first year Annual Action Plan that was approved by the City Council on May 12, 2020, provides the mechanism to obtain the federal funds for the proposed activities. Staff recommends approval of the annual sub-recipient agreements.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the City's general fund budget. Proposed FY 2020-2021 activities will be funded through HOME Consortium funds (Fund 256) and will be approved in the 2020-2021 budget.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Categorically exempt with regard to National Environmental Protection Act (NEPA).

8. ALTERNATIVES:

- A. The City Council could choose not to approve the proposed agreements with the eight-member jurisdictions. However, the Code of Federal Regulations provides that agreements must be in place in order to disperse funds and insure program compliance.

- B. The City Council could modify the amounts of each agreement. This alternative is not recommended as the amounts and activities follow what was outlined in the 2020-2021 Annual Action Plan.



**ANNUAL FUNDING AGREEMENT
DESIGNATING _____ AS A SUBRECIPIENT OF
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS THROUGH THE
CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
FISCAL YEAR 2020-2021**

THIS SUBRECIPIENT AGREEMENT is made and entered into this 26th day of May 2020, by and between the **CITY OF TURLOCK**, hereafter called "TURLOCK" and the CITY OF _____, hereinafter called "MEMBER".

WITNESSETH:

WHEREAS, on May 26th, 2020, TURLOCK and Stanislaus County ("County"), acting on behalf of the Stanislaus Urban County, entered into an Inter-Governmental Agreement Renewing the Turlock/Stanislaus County HOME Consortium ("Cooperative Agreement") for a period of three years, with the effective dates of October 1, 2020 through September 30, 2023; to qualify for HOME Investment Partnerships Program ("HOME") funds funded through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, members of the Turlock/Stanislaus County HOME Consortium ("Consortium") include the City of Turlock and the Stanislaus Urban County, which includes the unincorporated areas of Stanislaus County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford (collectively "Consortium Members"); and

WHEREAS, TURLOCK serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, TURLOCK shall disburse HOME funds for HOME-eligible activities in the Consortium Members' localities; and

WHEREAS, MEMBER must be designated a HOME Subrecipient in order to implement activities using HOME funds; and

WHEREAS, TURLOCK and MEMBER desire to enter into this Subrecipient Agreement ("Agreement") for the purpose of designating the MEMBER as a HOME subrecipient;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Consortium Allocation, Administration Funds, Program Activities, and Agreement Term

1. Upon execution of this Agreement, MEMBER shall be designated as a HOME Subrecipient for 2020-2021 Fiscal Year funds for the purpose of administering HOME-eligible activities, as further defined in subparagraph 2. below, in MEMBER'S locality, the funds for which shall be disbursed by TURLOCK.
2. The maximum amount of Fiscal Year 2020-2021 HOME funds covered by this Agreement shall be _____ Dollars (\$_____), of which

_____ (\$_____) shall be available for Homeowner Rehabilitation, Homebuyer, and Rental Development Program Activities as defined in subparagraphs a., b. and c., Two Thousand Dollars (\$2,000) shall be available for Program Administration. This funding will be disbursed on a reimbursement basis upon receipt of required program forms. In the event that HUD reduces the HOME allocation to the Consortium, MEMBER'S allocation may be reduced. Should MEMBER be unable to draw down all or a portion of its allocated administration funds by June 30, 2021, the remaining HOME funds will revert back to TURLOCK pursuant to the Re-Allocation Process described in Section I.6 below.

- a. Homeowner Rehabilitation funding will be provided for repairs and rehabilitation of owner-occupied units of income eligible person and families who meet the criteria of the HOME Program.
 - b. Homebuyer Program funding will be provided for down payment assistance for income eligible families and persons who meet the criteria of the HOME Program.
 - c. Rental Development activities will be used to acquire and or rehabilitate safe and affordable rental housing units of income eligible person and families who meet the criteria of the HOME Program.
3. This Agreement shall be in effect until June 30, 2021, or until all Fiscal Year 2020-2021 HOME funds are disbursed to MEMBER or for the duration of any affordability period required pursuant to 24 CFR Part 92 in conjunction with a project financed with Fiscal Year 2020-2021 HOME funds, whichever is longer.
4. This Agreement may not be changed or amended except by a written amendment signed by both MEMBER and.
5. MEMBER acknowledges that there are timeliness deadlines in the commitment and expenditure of the funds in accordance with the HOME Program regulations. Failure to commit and expend the funds in a timely manner as set forth in this Agreement and as required under the 24 CFR Part 92 will result in funds being re-allocated to other Consortium activities.
- a. MEMBER must commit funds under this Agreement to HOME-eligible projects within twelve (12) months ("Commitment Date") of the effective date of this Agreement in accordance with the definition of "commitment" as found in 24 CFR Part 92.2.
 - b. MEMBER must expend funds committed through this Agreement within four (4) years of the Commitment Date in accordance with 24 CFR 92.205(e)(2) and the definition of "project completion" as found in 24 CFR Part 92.2.
6. **Consortium Funding Re-allocation Process** – At the end of Fiscal Year 2020-2021, HOME funds not committed by MEMBER by the Commitment Date shall be re-allocated to TURLOCK for use on other HOME-eligible activities in the Consortium, through the following process administered by TURLOCK and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
- a. Funding shall be available on a first-come-first-served basis to Consortium Members, with first priority given to Consortium Member jurisdictions who fully committed their annual funding allocation during Fiscal Year 2020-2021 and who demonstrate an active pipeline of homeowner rehabilitation and/or homebuyer projects which will be completed within six (6) months.
 - b. Re-allocated funding requests shall be made by Member Jurisdiction(s) no earlier than July 15, 2021 and no later than September 30, 2021.

- c. Funding not committed through the Re-allocation Process by September 30, 2021 shall be prioritized for development activities.

II. Activities and Program Delivery

1. As a subrecipient, MEMBER is responsible for identifying, selecting and implementing HOME-eligible activities within its jurisdiction. This includes contracting for the performance of these activities with other entities for HOME-eligible activities. In its role as subrecipient, MEMBER is responsible for fulfilling all the requirements of the HOME Program and for ensuring that HOME requirements are fulfilled by its contractors, as applicable.
2. MEMBER is responsible for managing Fiscal Year 2020-2021 HOME funds in a manner satisfactory to TURLOCK and consistent with the standards, policies and procedures required as a condition of providing these funds under 24 CFR Part 92 and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
3. **Exhibit A** attached hereto and incorporated herein contains MEMBER's projected HOME activities to be undertaken during the 2020-2021 Fiscal Year, including the number of units to be assisted through Housing Rehabilitation Activities, the number of units to be assisted through Homebuyer Activities, the number of units to be assisted through Rental Development, the projected budget for each activity, tasks to be performed, projected schedule for commitment of funding, projected schedule for completing the activity, and proposed sources of match.
4. MEMBER is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58 and the California Environmental Quality Act. A copy of any such review shall be sent to TURLOCK for TURLOCK's review and approval. Turlock may require changes or modifications by Member prior to providing approval and formal signature as Responsible Entity, prior to MEMBER entering into a commitment of HOME funds for the subject activity.
5. MEMBER agrees that prior to project commitment, it shall conduct an underwriting and subsidy layering analysis for each HOME-funded project proposed to be funded with Fiscal Year 2020-2021 HOME funds as required by the standards, policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual* and if applicable by activity type.
6. MEMBER agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between MEMBER and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction where applicable. The form of the contract and deed restriction shall be approved by TURLOCK in advance of its execution. A copy of all contracts for HOME-funded activities shall be made available to TURLOCK upon request.
7. MEMBER agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505, specifically MEMBER agrees to comply with the requirements of 2 CFR Part 200 formerly Office of Management and Budget (OMB) Circular No. A-87 "Cost

Principles for States, Local, and Indian Tribal Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". The requirements of 2 CFR part 200 formerly OMB Circular No. A-122 and requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations and that are not a governmental subrecipient:

8. To comply with the HOME regulation at 24 CFR Part 92.502(c)(2) that funds be spent within 15 days of disbursement, MEMBER shall request reimbursement of expenditures from TURLOCK. The amount of the reimbursement request may not exceed the amount needed by MEMBER and MEMBER shall expend program income before requesting a reimbursement from TURLOCK.
9. MEMBER agrees that program income and assets will be retained by MEMBER and must be accounted for and kept separately from other funds in compliance with HOME regulations. MEMBER shall report on program income in compliance with the policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
10. Loan repayments, interest or other return on MEMBER's investments of HOME funds disbursed through this contract shall be collected by MEMBER and MEMBER may retain payments for future activities funded with HOME funds in accordance with HOME regulations. However, at the end of the fiscal year, all program income must be returned to Turlock for accounting and activity completion purposes.
11. Upon expiration of this Agreement, MEMBER must transfer to TURLOCK any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. TURLOCK and MEMBER will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by TURLOCK.
13. MEMBER shall ensure that written agreements with for-profit owners or developers, nonprofit owners or developers or sponsors, subrecipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors are prepared in accordance with 24 CFR 92.504. Such agreements must state if repayment of HOME funds or recaptured HOME funds must be remitted to TURLOCK or retained by MEMBER for additional eligible activities.
14. TURLOCK and MEMBER shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, TURLOCK and MEMBER will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five (5) years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

III. Administrative and Financial Requirements

1. MEMBER shall comply with 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075 and comply with the following financial management standards.
 - a. *Accounting Standards* - MEMBER agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. *Auditing* - MEMBER shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period, whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to:
 - i. Examine any records of MEMBER or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - ii. Interview any officer or employee of MEMBER or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - iii. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of MEMBER or its subcontractors working on this contract. MEMBER is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of MEMBER plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by TURLOCK within thirty (30) days after receipt by MEMBER. TURLOCK shall have, in addition to any other audit or inspection right in this Agreement, all the audit and inspection rights contained in this section, including the right to monitor MEMBER for its performance under the terms and provisions of this Agreement and MEMBER's use of Fiscal Year 2020-2021 HOME funds.
2. *Close-outs* - MEMBER's obligation to TURLOCK shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to TURLOCK), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that MEMBER has control over HOME funds.
3. *Compliance* - MEMBER shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the TURLOCK upon termination of this agreement. (Refer to 24 CFR Part 85).

4. *Procurement Standards* - Unless specified otherwise within this agreement, MEMBER shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
5. *Fees* – MEMBER may not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).
6. *Land Covenants* - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, MEMBER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the MEMBER and the United States are beneficiaries of and entitled to enforce such covenants. MEMBER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

IV. Other Federal Requirements

1. The Federal requirements set forth in 24 CFR Part 5, subpart A, are applicable to MEMBER, inclusive of: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. MEMBER shall carry out each HOME activity in compliance with all Federal laws and regulations described in subpart H of the HOME Rule at 24 CFR Part 92, with the exception that TURLOCK shall review and approve the environmental review before HOME funds are committed, as noted in Section II.4 above. These requirements are further specified as follows:
 - a. *Affirmative Marketing* – MEMBER must follow the Consortium’s affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If a written agreement with a project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the Consortium’s affirmative marketing procedures and requirements shall apply in the context of the limited/preferred tenant eligibility for the project.
 - b. *Affirmative Action - Approved Plan* - MEMBER agrees that it shall be committed to carry out pursuant to the applicable provisions of 24 CFR 92.351 the Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966.
 - i. *Women and Minority-Owned Businesses (WMBE)* - MEMBER will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the

performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. MEMBER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- ii. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - MEMBER, in all solicitations or advertisements for employees placed by or on behalf of MEMBERS, will state that it is an Equal Opportunity or Affirmative Action employer, in accordance with 24 CFR 5.105.
- iii. Public notices, job vacancies should be published in minority publications whenever possible.
- c. *Displacement, Relocation, and Acquisition* – MEMBER shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project. MEMBER shall adhere to each of the provisions of 24 CFR 92.353 with respect to a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. Temporary relocation is required pursuant to 24 CFR 92.353(b) for residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- d. *Labor Standards* – MEMBER shall ensure that every contract for the construction (rehabilitation or new construction) of housing that includes twelve (12) or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The HOME Program requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The following standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into

this contract and any subcontracts for HOME-funded activities subject to the Labor Standards provisions of the Davis-Bacon Act.

- e. *Prevailing Wage* – MEMBER will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
- f. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of 2 CFR Part 200 formerly OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
- g. *General*. Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
- h. MEMBER may, at its discretion, complete a salary comparability study within the intent of 2 CFR Part 200 formerly OMB Circular A-87.
- i. *"Section 3" Clause* – Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the TURLOCK. MEMBER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. MEMBER further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:
 - i. *"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide*

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

- ii. MEMBER further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iii. MEMBER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- iv. MEMBER agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- v. MEMBER will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. MEMBERS will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- j. *Lead-based paint* - Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R.
- k. *Conflict of Interest* - In the procurement of property and services by MEMBER and any subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of 24 CFR 92.356(b) through (f) apply. No member, officer, or employee of TURLOCK or MEMBER or their designees or agents, including employees, agents, consultants, officers, or elected or appointed official of community and advisory agencies that assist MEMBER in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or

subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. MEMBER agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with MEMBERS as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

V. General Requirements

1. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to MEMBER by TURLOCK under this Agreement will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
2. *Section 504* - MEMBER agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
3. *Prohibited Activity* - MEMBER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and similar activities. Likewise, MEMBER is prohibited from engaging in nepotism.
4. MEMBER shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
5. MEMBER agrees to comply with all laws, rules, and requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the Consortium.
6. MEMBER agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to TURLOCK and MEMBERS pursuant to this contract.
 - a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;

- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee.
7. MEMBER shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency ("LEP") including developing a Language Access Plan.
 8. MEMBER agrees to defend, indemnify and hold harmless TURLOCK and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of MEMBER in the performance of the scope of work except those arising by reason of the sole negligence of TURLOCK, its officers, employees or agents.
 9. TURLOCK agrees to defend, indemnify and hold harmless MEMBER and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of TURLOCK in the performance of the scope of work except those arising by reason of the sole negligence of MEMBER, its officers, employees or agents.
 10. If MEMBER withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at MEMBER'S request and with HUD approval TURLOCK shall transfer to MEMBER any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. Along with this transfer, MEMBER shall assume all obligations and responsibilities attributable to such funds, and TURLOCK shall be relieved of all such obligations and responsibilities.
 11. If MEMBER withdraws from the Consortium and does not become a HOME Participating Jurisdiction, TURLOCK shall retain any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. TURLOCK shall retain all obligations and responsibilities attributable to such funds.
 12. If MEMBER materially fails to comply with any term of this Agreement, suspension or termination of MEMBER as a subrecipient of HOME funds may occur as specified in 24 CFR Part 85.43. TURLOCK may utilize remedies for noncompliance as stipulated in §85.43(a).
 13. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to MEMBER and TURLOCK as follows:

MEMBER

(209) ____-____

TURLOCK

Maryn Pitt, Manager
Housing Program Services Division
156 South Broadway, Suite 140
Turlock CA 95380
(209) 668-5610

14. This Agreement may be amended only by written agreement of the parties hereto.

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

CITY OF TURLOCK

CITY OF _____

By: _____
Toby Wells, P.E., City Manager

By: _____
_____, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

By: _____
_____, City Attorney

ATTEST:

ATTEST:

By: _____
Jennifer Land, City Clerk

By: _____

**EXHIBIT A to Subrecipient Agreement for HOME Funds between City of Turlock and Member Jurisdiction
Turlock/Stanislaus County HOME Consortium
ACTIVITY TYPE, GOALS, BUDGET, TASKS & SCHEDULE**

Member Jurisdiction Name:	CITY OF XXXX
Fiscal Year:	2020-2021
Member's Program Activity Allocation (for Homebuyer & Rehab):	\$xxx,xxx

**FY19-20 Allocation TOTAL is amount noted in FY2020-21 Funding Agreement for Homebuyer and Homeowner Rehab Activities (total excludes Program Administration allocation). **Program Income amount is an estimate only; not included in amount in Section 1.2 of Agreement.*

		Goals by Household Income Level				
Homebuyer Down payment Assistance	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted						
FY 2020-21 Allocation for Homebuyer Activity	\$xxx,xxx					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: xxxxxxxxxxxxxx						
Schedule for Completion of tasks: xxxxxxxxxxxxxx						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
Single Family Owner-Occupied Rehabilitation	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted						
FY 2020-2021 Allocation for Activity	\$					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity:						
Schedule for Completion of tasks:						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
Total Annual Goals (All Activities)	CITY OF xxxx	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted						
FY 2020-2021 Allocation TOTAL*	\$xxx,xx					
HOME Program Income (estimated)**	\$0					
Projected Commitments	0	0	0	0	0	0
Projected Completions	0	0	0	0	0	0

EXHIBIT B

City of Turlock/Stanislaus County HOME Consortium
Fiscal Year 2020-2021
Grant Allocation \$1,363,238

Consortium Members	Allocations
City of Ceres	\$ 102,640.00
City of Hughson	\$ 151,972.00
City of Newman	\$ 104,232.00
City of Oakdale	\$ 89,910.00
City of Patterson	\$ 95,480.00
City of Riverbank	\$ 97,867.00
City of Turlock	\$ 128,897.00
City of Waterford	\$ 97,867.00
Stanislaus County (Unincorporated)	\$ 153,563.00
CHDO (15% of grant)	\$ 204,486.00
Rental (10% of grant)	\$ -
Administration (10% of grant)	\$ 136,324.00
	<u>\$ 1,363,238.00</u>

Administration (10% of grant)	
Consolidated Plan Allowance	\$ 15,000.00
City of Ceres	\$ 2,500.00
City of Hughson	\$ 2,500.00
City of Newman	\$ 2,500.00
City of Oakdale	\$ 2,500.00
City of Patterson	\$ 2,500.00
City of Riverbank	\$ 2,500.00
City of Waterford	\$ 2,500.00
Stanislaus County (Unincorporated)	\$ 2,500.00
City of Turlock Consortium Admin	\$ 101,324.00
	<u>\$ 136,324.00</u>

Updated 05-08-20

GF

City Council Staff Report

June 9, 2020



From: Gary Carlson, Interim Fire Chief
Prepared by: Julie Miranda, Executive Administrative Assistant
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a monetary donation in the amount of \$1,000 to the City of Turlock Fire Department from Recology for mutual aid assistance provided during the Recology Fire and appropriating said funds to account number 110-30-300.37010_000 "Miscellaneous General"

2. SYNOPSIS:

Accepting a monetary donation for mutual aid assistance provided during the Recology Fire and appropriating said funds.

3. DISCUSSION OF ISSUE:

Through a Mutual Aid Agreement, assistance is provided upon request to participating Stanislaus County fire agencies.

The City of Turlock Fire Department, among other area agencies, was called to assist the West Stanislaus County Fire Protection Agency in the extinguishment of the Recology fire on Sunday, October 27, 2019. Recology, a San Francisco based company, donated unspecified dollar amounts to all departments involved. The Turlock Fire Department was issued a check in the amount of \$1,000.00 as a part of this donation.

By recommendation of City Attorney Douglas L. White, this donation is being presented to Council for acceptance by the Turlock Fire Department.

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.
- B. Staff is recommending the monetary donation be appropriated into Miscellaneous General Revenue account number 110-30-300.37010_000.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriating funds to account number 110-30-300.37010_000 "Miscellaneous General".

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose not to accept the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
A MONETARY DONATION IN THE }
AMOUNT OF \$1,000 TO THE CITY OF }
TURLOCK FIRE DEPARTMENT FROM }
RECOLOGY FOR MUTUAL AID }
ASSISTANCE PROVIDED DURING THE }
RECOLOGY FIRE AND APPROPRIATING }
SAID FUNDS TO ACCOUNT NUMBER }
110-30-300.37010_000 "MISCELLANEOUS }
GENERAL" }

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock Fire Department, among other area agencies, was called to assist the West Stanislaus County Fire Protection Agency in the extinguishment of the Recology fire on Sunday, October 27, 2019; and

WHEREAS, staff received donations from Recology, a San Francisco based company; and

WHEREAS, pursuant to the California Government Code Section 37354, the City Council may accept these donations made to the City; and

WHEREAS, this donation will be placed into the Miscellaneous General Revenue line.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept a monetary donation in the amount of \$1,000 to the City of Turlock Fire Department from Recology for mutual aid assistance provided during the Recology Fire and appropriate said funds to account number 110-30-300.37010_000 "Miscellaneous General".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

June 9, 2020



GG

From: Ninus C. Amirfar, Chief of Police
Prepared by: Amanda Fortado, Business Unit Supervisor
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a monetary donation in the amount of \$9,000 to the City of Turlock Police Department K9 Program from Harvest Church and appropriating said funds to account number 266-20-255-346.47115 "K-9 Expenses" in Fund 266 "Police Services Grants" in support of the purchase of a police service dog, equipment, and necessary training

2. SYNOPSIS:

Accepting a donation and appropriating funds to the K9 Expense account in support of the K9 program.

3. DISCUSSION OF ISSUE:

The City of Turlock Police Department K9 Unit is an essential program that serves and protects the Turlock community. The K9 unit is comprised of Turlock police officers partnered with police K9's trained in patrol work such as tracking, building searches, handler protection, and fugitive apprehension. The K9 teams participate in school visits, National Night Out, and the Annual Public Safety Open House where the K9 teams demonstrate their abilities and mingle with members of the community. They also assist allied agencies.

Harvest Church has offered to assist, via a donation of funds, to support the purchase of a police service dog, equipment, and necessary training. This donation will provide a viable source of funding to grow the K9 program and greatly enhance the City of Turlock Police Department's ability to serve and protect the community.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriating funds to account number 266-20-255-346.47115 "K-9 Expenses" in Fund 266 "Police Services Grants."

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline to accept the donation. Staff does not recommend this because the donation will assist in funding a portion of the K9 program.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A }
MONETARY DONATION IN THE }
AMOUNT OF \$9,000 TO THE CITY OF }
TURLOCK POLICE DEPARTMENT }
K9 PROGRAM FROM HARVEST CHURCH }
AND APPROPRIATING SAID }
FUNDS TO ACCOUNT NUMBER }
266-20-255-346.47115 "K-9 EXPENSES" }
IN FUND 266 "POLICE SERVICES GRANTS" }
IN SUPPORT OF THE PURCHASE OF A }
POLICE SERVICE DOG, EQUIPMENT, AND }
NECESSARY TRAINING }

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock Police K9 Unit, comprised of Turlock police officers partnered with police K9's, is an essential program that serves and protects the Turlock community; and

WHEREAS, the purchase of an additional K9 would enhance the K9 program; and

WHEREAS, Harvest Church has offered to assist, via a donation of funds, to support the purchase of a police service dog, equipment, and necessary training.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept a monetary donation in the amount of \$9,000 to the City of Turlock Police Department K9 Program from Harvest Church and appropriate said funds to account number 266-20-255-346.47115 "K-9 Expenses" in Fund 266 "Police Services Grants" in support of the purchase of a police service dog, equipment, and necessary training.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

6H

City Council Staff Report

June 9, 2020



From: Ninus C. Amirfar, Chief of Police
Prepared by: Neil Cervenka, Police Lieutenant
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2020 FY Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$91,391 and appropriating said funds to account number 266-20-255-341.35720_005 "Revenue JAG Grant 2020-VD-BX-0414" and account number 266-20-255-341.51107_009 "JAG Expenses 2020-VD-BX-0414" in Fund 266 "Police Services Grants"

2. SYNOPSIS:

Accepting an allocation of funds, authorizing the execution of a grant agreement, and appropriating funds for the Federal FY 2020 Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$91,391.00.

3. DISCUSSION OF ISSUE:

The CESF JAG program was established to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus, as authorized by Division B of H.R. 748, Emergency Appropriations for Coronavirus Health Response and Agency Operations. The amount was calculated by proportionally increasing allocations available under the FY 2019 JAG program to align with the CESF appropriation amount. The City's 2020 CESF JAG allocation is \$91,391.00.

The application for the Federal FY 2020 Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) was submitted on April 28, 2020. On May 8, 2020, an email notification was received advising that the City of

Turlock was awarded the Federal FY 2020 Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) for the amount of \$91,391.00.

The City of Turlock Police Department intends to allocate the 2020 Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds to purchase equipment for law enforcement use.

4. BASIS FOR RECOMMENDATION:

- A. United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Appropriation of the grant funds to account number 266-20-255-341.35720_005 "Revenue JAG Grant 2020-VD-BX-0414" and account number 266-20-255-341.51107_009 "JAG Expenses 2020-VD-BX-0414" in Fund 266 "Police Services Grants."

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline to accept the 2020 Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds. Staff does not recommend this alternative.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN }
ALLOCATION OF FUNDS, AUTHORIZING }
THE EXECUTION OF A GRANT }
AGREEMENT AND COMMITMENTS }
NECESSARY TO ADMINISTER THE 2020 FY }
CORONAVIRUS EMERGENCY SUPPLEMEN- }
TAL FUNDING (CESF) JUSTICE }
ASSISTANCE GRANT (JAG) FUNDS FROM }
THE UNITED STATES DEPARTMENT OF }
JUSTICE, OFFICE OF CRIMINAL JUSTICE }
PROGRAMS IN THE AMOUNT OF }
\$91,391 AND APPROPRIATING SAID }
FUNDS TO ACCOUNT NUMBER }
266-20-255-341.35720_005 "REVENUE }
JAG GRANT 2020-VD-BX-0414" AND }
ACCOUNT NUMBER }
266-20-255-341.51107_009 "JAG }
EXPENSES 2020-VD-BX-0414" IN FUND 266 }
"POLICE SERVICES GRANTS" }

RESOLUTION NO. 2020-

WHEREAS, the Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) is a federal grant program for specific law enforcement agencies to purchase equipment related to the coronavirus pandemic; and

WHEREAS, the procedure for allocating JAG funds is calculated by proportionally increasing the allocations available under the FY 2019 JAG program to align with the CESF amount; and

WHEREAS, the City of Turlock Police Department has been awarded these grant funds to pay for equipment to prevent, prepare for, and respond to the Coronavirus; and

WHEREAS, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the Turlock City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds, authorize the execution of a grant agreement and commitments necessary to administer the 2020 FY Coronavirus Emergency Supplemental Funding (CESF) Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$91,391 and appropriate said funds to account number 266-20-255-341.35720_005 "Revenue JAG Grant 2020-VD-BX-0414" and account number 266-20-255-341.51107_009 "JAG Expenses 2020-VD-BX-0414" in Fund 266 "Police Services Grants".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report
June 9, 2020



From: Nadine Silva, Senior Accountant
Prepared by: Nadine Silva, Senior Accountant
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2015-085 and adopting a new Resolution updating the Investment Policy for the City of Turlock

2. SYNOPSIS:

Rescinding Resolution No. 2015-085 and adopting a new Resolution updating the Investment Policy for the City of Turlock removing the requirement for an external auditing firm to review the Policy.

3. DISCUSSION OF ISSUE:

During the audit of Fiscal Year 2014/2015, the City of Turlock's external auditors noted on the Memorandum of Internal Control, Section 2015-005, c, that Section 7, Authorized Financial Dealers and Institutions, requires an annual review of the financial condition of authorized financial dealers and institutions by the Finance Officer and City Treasurer. The City requests annual financial statements to ensure the financial institution is in compliance with the City's minimum capitalization requirements to insure the safety of funds. The City does not have sufficient staff to perform an annual review beyond ensuring capitalization minimums.

Section 9, Collateral, of the Investment Policy required compliance of collateralization requirements be verified by annual confirmation by the City's Independent Auditors. However, the external auditors were not engaged to perform this task nor should they be part of the City's internal controls. Therefore, Finance staff is charged with this responsibility.

Section 13, Internal Control, of the Investment Policy required the Policy be reviewed by an independent auditor, to provide internal control by assuring compliance with policies and procedures. Such a review had not taken place nor were the external auditors engaged to complete this review. Also, external auditors should not be included as part of the City's internal controls, therefore, not be engaged in such

services. The City of Turlock's external auditors noted on the Memorandum of Internal Control, Section 2015-005, c, the City should update the Investment Policy by removing this language to show compliance with the Investment Policy.

4. BASIS FOR RECOMMENDATION:

- A. The proposed changes allow the City of Turlock to be in compliance with the current Investment Policy and will remove the finding in our Memorandum of Internal Control provided by the City's external auditors during the annual audit.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. There are no alternatives, as the City of Turlock is required to adhere to approved policies and procedures to avoid having a finding in the Memorandum of Internal Control during the annual audit.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2015-085 AND ADOPTING }
A NEW RESOLUTION UPDATING THE }
INVESTMENT POLICY FOR THE }
CITY OF TURLOCK }
_____ }

RESOLUTION NO. 2020-

WHEREAS, the California Government Code 53600 et. al. recommends annual review and update of the City Investment Policy; and

WHEREAS, the City Treasurer of the City of Turlock has reviewed the policy and recommends revisions; and

WHEREAS, the auditing firm representing the City of Turlock has noted in the Memorandum of Internal Control that their firm is not engaged in completing a review of the Policy, verifying compliance with collateralization requirements, or annual review of financial institutions with which the City invests, and the Policy language should be updated to reflect this; and

WHEREAS, California Government Code Section 53607 authorizes the City Council to delegate investment authority to the City Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2015-085 and adopt the updated Investment Policy for the City of Turlock (as attached).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY OF TURLOCK INVESTMENT POLICY

1. Policy

It is the policy of the City of Turlock to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all California laws and local statutes governing the investment of public funds.

2. Scope

This investment policy applies to all the funds and investment activities under the direct authority of the City of Turlock, including that of the Turlock Redevelopment Successor Agency and the Turlock Public Financing Authority. These fund types are accounted for in the City's Financial Statements and include:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Debt Service Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds

3. Prudence

Investments shall be made with judgment and care (under circumstances then prevailing) which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by the City's investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4. Objective

The primary objectives, in priority order, of the City of Turlock's investment activities shall be:

4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the City of Turlock shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The City of Turlock's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

CITY OF TURLOCK INVESTMENT POLICY (continued)

4.3 Return on Investment: The City of Turlock's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

5. Delegation of Authority

Pursuant to the provisions of Government Code §53607 the City Council has delegated its duties to invest or reinvest funds of the City to the City Treasurer who is thus responsible for all investment decisions and activities. The Finance Officer, at the direction and with the approval of the City Treasurer, may establish and maintain written procedures for the operation of the investment program consistent with this investment policy.

Procedures shall include reference to: safekeeping procedures, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established. The designated individuals shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6. Ethics and Conflicts of Interest:

Officers, employees and elected officials involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose, in the annual disclosure statement, any material financial interests in financial institutions that conduct business within the jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Turlock's portfolio.

Employees and officers shall subordinate their personal investment transactions to those of the City's, particularly with regard to the time of purchases and sales.

7. Authorized Financial Dealers and Institutions:

Investments shall only be purchased directly from the issuer, from an institution licensed by the State of California as a dealer, from a member of a federally regulated securities exchange, from a national or state chartered bank, from a federal or state savings institution or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

~~An annual review of the financial condition of authorized financial dealers and institutions will be conducted by the Finance Officer and City Treasurer.~~ Each financial institution must maintain minimum capitalization requirements of \$30 million to insure the safety of funds. A current audited financial statement is required to be on file for each financial institution and dealer with which the City invests.

CITY OF TURLOCK INVESTMENT POLICY (continued)

8. Authorized Investments:

The investment authority of the City is governed by the provisions of California Government Code Sections 53600 et seq. Within the context of these limitations, the following investments are authorized for the City, as further limited herein, and made part of this investment policy:

PERMITTED INVESTMENTS	PERCENTAGES No More than the following of the Agency's Money	MAXIMUM MATURITY
U.S. Treasury Notes, Bonds and/or Bills	Unlimited	5 years
U.S. Government Agency Securities	Unlimited	5 years No more than 25% in one single name
Negotiable Certificates of Deposit	30%	5 years
Certificates of Deposit	unlimited	5 years
Bankers Acceptances	40% (no more than 30% in any one commercial bank)	180 days
Commercial Paper Rated A-1 or Higher	25% of the money (no more than 10% in a single issuer)	270 days
State of California Local Agency Investment Fund (LAIF)	equal to maximum limit set by LAIF	n/a
Repurchase Agreement	Unlimited	1 year
Money Market and Mutual Funds	20%	n/a
Corporate Notes (AA)	30 5%	5 years

A portfolio shall consist of the investable assets, not limited to Cash, Cash Equivalents, LAIF, Sweep account with the current Vendor used for Banking and Money Market accounts.

*Allowable percentage per investment category, listed above, is of the date of purchase of the investment, R&T code §53601. It is possible during the portfolio's cycles these guidelines may be exceeded due to a reduction in the total portfolio. When this occurs, no new purchases will be made in any category exceeding the defined limit. Due to these factors, compliance testing is applicable to the day of purchase.

In addition to the limitations shown above all investments shall, at the time of purchase, have a rating of "A" or better with Moody's and Standard and Poor's as required by California Government Code §53601.7. The Treasurer will not purchase mortgage backed/asset backed securities or reverse repurchase agreements.

CITY OF TURLOCK INVESTMENT POLICY (continued)

9. Collateral:

Collateral shall be required as mandated by the California Code of Regulations, Title 2, Division 4.5, Chapter 2, Subchapter 5, Article 4.

Compliance with collateralization requirements will be verified by annual confirmation by the Finance Officer and City Treasurer~~City's Independent Auditors~~. Initial deposits with new institutions will require written verification from the institution that the City's funds will be properly classified as "public funds". At the close of the next calendar quarter following the deposit, verification of this classification will be made by calling the Department of Financial Institutions at (916) 322-1547.

10. Safekeeping and Custody:

All securities owned by the City, including collateral on repurchase agreements, shall be held in safekeeping by the City's custodian bank or a third party bank trust department, acting as agent for the City under the terms of a custody or trustee agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-versus-payment (DVP) procedures.

11. Diversification:

The City will diversify its investments by security type and institution.

12. Maximum Maturity:

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase.

13. Internal Control:

The Finance Officer and City Treasurer shall establish a system of written internal controls, known as the City of Turlock Investment Policy, which shall be reviewed annually to ensure~~by an independent auditor. This review will provide internal control by assuring~~ compliance with policies and procedures.

The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the city.

Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and record keeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and code of ethics standards.

CITY OF TURLOCK INVESTMENT POLICY (continued)

14. Performance Standards:

The investment portfolio shall be designed to attain a market average rate of return through budgetary and economic cycles, taking into account the investment risk constraints and cash flow needs. The market average rate of return is hereby defined as the average return on 3-month US Treasury Bills.

15. Reporting:

The authorized City investment officials shall generate reports for management purposes. [Monthly Treasurer's reports shall be provided to the City Council within 30 days following the end of the period covered by the report, per California Government Code §53646.](#) ~~In addition, the City Council will be provided monthly reports~~ which will include data on investment instruments being held, including location of all investments, length of investment, the rate of return on individual investments, as well as any narrative necessary for clarification.

16. Investment Policy Adoption:

The City of Turlock's investment policy shall be adopted by City Council resolution. The policy shall be reviewed on an annual basis by the Finance Officer and City Treasurer and any modifications made thereto, shall be recommended for approval by the City Council.

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City Council Staff Report

June 9, 2020



From: Nadine Silva, Senior Accountant
Prepared by: Nadine Silva, Senior Accountant
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2019-164 and adopting a new Resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank

2. SYNOPSIS:

Rescinding Resolution No. 2019-164 and adopting a new Resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank.

3. DISCUSSION OF ISSUE:

On September 10, 2019 the City Council approved Resolution No. 2019-164 designating the authorized signers on the various City bank accounts with Westamerica Bank. These signers are authorized to endorse, on behalf of the City of Turlock, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

Due to the resignation of the Administrative Services Director, Kellie Jacobs-Hunter on September 26, 2019, and no subsequent replacement to date, the Accounts Payable, Payroll, Workers Comp, and Daily Receipt Account signatures need to be updated to remove Kellie from the signature cards.

Also, due to the resignation of the Interim City Manager, Michael I. Cooke, on April 15, 2020, and the hiring of the City Manager, Toby Wells, on April 16, 2020, the Accounts Payable, Payroll, and Daily Receipt Account signatures need to be updated to reflect this change.

As a result of obtaining a new TPA (third party administrator), UMR, effective July 1, 2019, to administer health insurance claims on behalf of the City of Turlock, the Flexible Spending Account with Westamerica Bank is no longer needed, as UMR is paid via the Accounts Payable account upon submittal and approval of invoices. Therefore, this account has been closed effective April 22, 2020.

The authorized signers are authorized to endorse, on behalf of the City of Turlock, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

4. BASIS FOR RECOMMENDATION:

- A. Staff recommends approval of the authorized signers on designated Westamerica bank accounts as this information needs to be updated to reflect current staffing.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. There are no alternatives. Bank accounts need to be updated to reflect current staffing.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING	}	RESOLUTION NO. 2020-
RESOLUTION NO. 2019-164 AND ADOPTING	}	
A NEW RESOLUTION DESIGNATING THE	}	
AUTHORIZED SIGNATURES FOR THE CITY	}	
OF TURLOCK BANK ACCOUNTS WITH	}	
WESTAMERICA BANK	}	
<hr style="border: 1px solid black;"/>		

WHEREAS, on September 10, 2019 the City Council adopted Resolution No. 2019-164 designating the authorized signers on the various City bank accounts with Westamerica Bank; and

WHEREAS, the City has experienced staff changes since the adoption of Resolution No. 2019-164; therefore, the signature cards need to be updated; and

WHEREAS, the City Manager of the City of Turlock is authorized to open or maintain the accounts with Westamerica Bank contained in the Bank's signature card and agreement; and

WHEREAS, the persons or combinations of persons listed as signers on the signature card are authorized to endorse, on behalf of the organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby ratify and confirm the acts of its officers, agents or employees in heretofore opening these accounts with Westamerica Bank together with any acts performed in relation thereto.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby rescind Resolution No. 2019-164 and adopt a new Resolution designating the following authorized individuals to sign on the City of Turlock bank accounts as follows:

Accounts Payable Account

Amy Bublak, Mayor
Toby Wells, City Manager
Diana Lewis, City Treasurer
Nadine Silva, Senior Accountant

Payroll Account

Amy Bublak, Mayor
Toby Wells, City Manager
Diana Lewis, City Treasurer

Workers Comp Account

3 Designees from Keenan
Alison Arias, Administrative Analyst

Daily Receipt Account

Toby Wells, City Manager
Nadine Silva, Senior Accountant

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

GK

City Council Staff Report
June 9, 2020



From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement between the City of Turlock and
AIG/Glatfelters Insurance Company for Property Insurance, in the
amount of \$172,314, covering the period of July 1, 2020 to June 30,
2021

2. SYNOPSIS:

Authorizing an agreement for Property Insurance coverage with AIG/Glatfelters.

3. DISCUSSION OF ISSUE:

Glatfelters Insurance Company currently provides the City's insurance for Property
and Auto Physical Damage coverage, including high-value vehicles over \$25,000.

The fiscal year 2019/20 premium was \$172,722 at inception, with a total insured
value of \$135,409,671. Mid-term changes brought the total insured value to
\$141,515,259 reflecting a premium of \$185,207. AIG/Glatfelter Insurance
Company is offering a premium of \$172,314 with a total insured value of
\$144,519,244 for fiscal year 2020/21.

This represents a premium savings of \$12,893 or a 6.96% decrease from the
expiring term.

4. BASIS FOR RECOMMENDATION:

A. AIG/Glatfelters specializes in working with municipalities.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An appropriation in the amount of \$172,314 has been included in the FY 2020-21 budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. No recommended alternatives. Other insurance companies solicited either could not provide the necessary coverage or could not compete with the premium presented by AIG/Glatfelters.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND AIG/GLATFELTERS }
INSURANCE COMPANY FOR PROPERTY }
INSURANCE, IN THE AMOUNT OF \$172,314, }
COVERING THE PERIOD OF JULY 1, 2020 }
TO JUNE 30, 2021 }
_____ }

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock purchases Property Insurance coverage to cover potential property losses; and

WHEREAS, the fiscal year 2019/20 premium was \$172,722 at inception, with a total insured value of \$135,409,671. Mid-term changes brought the total insured value to \$141,515,259 reflecting a premium of \$185,207. AIG/Glatfelter Insurance Company is offering a premium of \$172,314 with a total insured value of \$144,519,244 for fiscal year 2020/21; and

WHEREAS, AIG/Glatfelters specializes in working with municipalities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an Agreement between the City of Turlock and AIG/Glatfelters Insurance Company for Property Insurance, in the amount of \$172,314, covering the period of July 1, 2020 to June 30, 2021 (Attachment A).

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY OF TURLOCK

Property Exposure, Rates & Premium

Effective: July 1, 2020 to June 30, 2021



	2019 - 2020 Values at Inception	2019 - 2020 Values at end of Term	2020 - 2021 Renewal Proposal		
Insurance Carrier	American Alternative / Glatfelter	American Alternative / Glatfelter	AIG / Glatfelter		
AM Best Rating	A+ XV	A+ XV	A XV		
Admitted	Yes	Yes	Yes		
Coverage:					Prem.
Building & Contents	\$120,729,081	\$122,866,274	\$126,204,177	2.7%	\$93,575
Inland Marine/EDP Equipment	\$1,500,000	\$1,500,000	\$1,560,000	4.0%	Included
Inland Marine/Software	\$500,000	\$500,000	\$500,000		Included
Business Income	\$510,000	\$510,000	\$510,000	0.0%	Included
Extra Expense	\$5,000,000	\$5,000,000	\$5,000,000	0.0%	Included
Flood Coverage	\$5,000,000	\$5,000,000	\$5,000,000		Included
Contractor's Equipment	\$2,223,617	\$2,331,152	\$2,143,346	-8.1%	\$9,532
Auto Physical Damage	\$10,456,973	\$14,317,833	\$14,111,721	-1.4%	\$69,207
Total Property Values	\$135,409,671	\$141,515,259	\$144,519,244	2.1%	
Annual Premium	\$172,722	\$172,722	\$172,314		
Mid Term Endorsements		\$12,485	N/A		rounding
Premiums	\$172,722	\$185,207	\$172,314	-6.96%	\$172,314

Flood peril included to limit of \$5M (for Extra Expense)

City Council Staff Report

June 9, 2020



6L

From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement between the City of Turlock and Travelers Casualty & Surety Company of America for Cyber Liability Insurance, in the amount of \$19,637, covering the period of July 1, 2020 to June 30, 2021

2. SYNOPSIS:

Authorizing an agreement for Cyber Insurance should there be a data breach or cyber-attack on City computers, networks, or systems.

3. DISCUSSION OF ISSUE:

Travelers Casualty & Surety Company of America provides Cyber Insurance coverage. Cyber Insurance provides coverage should there be a data breach or cyber-attack on City computers, network, or systems. This insurance coverage also includes payments for the notification and credit monitoring in the event that personal identifiable information was exposed.

The premium amount for FY 2019-20 was \$17,925.

The policy period is from July 1, 2020 to June 30, 2021 with a premium amount of \$19,637.

Cyber related claims have been increasing in both frequency and severity and have occurred at numerous municipalities across the country. This is the main reason for the premium increase; it is not due to anything specific within the City of Turlock.

Other carriers were approached and could not offer the coverage at a premium level competitive with Travelers.

4. BASIS FOR RECOMMENDATION:

- A. The frequency of threats and the number of breaches and cyber-attacks against private and public sector organizations are increasing. A breach or cyber-attack can be costly to the City in time and resources, and have a negative effect on finances.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An appropriation in the amount of \$19,637 has been included in the FY 2020-21 budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose to reject the agreement with Travelers Casualty & Surety Company of America.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND TRAVELERS CASUALTY & }
SURETY COMPANY OF AMERICA FOR }
CYBER LIABILITY INSURANCE, IN THE }
AMOUNT OF \$19,637, COVERING THE }
PERIOD OF JULY 1, 2020 TO JUNE 30, 2021 }
_____}

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock recognizes that the frequency of threats, breaches, and cyber-attacks against organizations are increasing; and

WHEREAS, these threats and attacks can be costly to the City in time and resources, and have a negative effect on finances.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an Agreement between the City of Turlock and Travelers Casualty & Surety Company of America for Cyber Liability Insurance, in the amount of \$19,637, covering the period of July 1, 2020 to June 30, 2021 (Attachment A).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

Cyber Liability Coverage

Effective: July 1, 2020 to June 30, 2021



	2019 - 2020	2020 - 2021
Insurance Carrier	Travelers Casualty & Surety Company of America	Travelers Casualty & Surety Company of America
Rating	AM Best Rating A++ XV	AM Best Rating A++ XV
Admitted	Yes	Yes
Duty to Defend	Yes	Yes
Claims-Made	Yes	Yes
Coverage:		
Third Party Liability Insuring Agreements	Limit Each Claim:	Limit Each Claim:
A. Network and Information Security	\$1,000,000	\$1,000,000
B. Communication and Media Liability	\$1,000,000	\$1,000,000
C. Regulatory Defense Expenses	\$1,000,000	\$1,000,000
First Party Insuring Agreements		
D. Crisis Management Event Expenses	\$1,000,000	\$1,000,000
E. Security Breach Remediation & Notification Expenses	\$1,000,000	\$1,000,000
F. Computer Program & Electronic Data Restoration Expenses	\$1,000,000	\$1,000,000
G. Computer Fraud	\$1,000,000	\$1,000,000
H. Funds Transfer Fraud	\$1,000,000	\$1,000,000
I. E-Commerce Extortion	\$1,000,000	\$1,000,000
J. Business Interruption & Additional Expenses (10 hour waiting period)	\$1,000,000	\$1,000,000
Retention / Deductible - Applies to each coverage listed above, unless specified	\$10,000	\$10,000
Continuity / Prior & Pending Proceeding Date:	7/1/2017	7/1/2017
Total Premium:	\$17,925	\$19,637
Taxes and/or Fees:	\$0.00	\$0.00
Policy Term	12 months	12 months
Combined Total Premium:	\$17,925	\$19,637

9.55%

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

City Council Staff Report

June 9, 2020



GM

From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement between the City of Turlock and Chubb/Ace Insurance Company for Employment Practices Liability Insurance, in the amount of \$45,000, covering the period of July 1, 2020 to June 30, 2021

2. SYNOPSIS:

Authorizing an agreement with Chubb/Ace Insurance Company to provide Employment Practices Liability Insurance.

3. DISCUSSION OF ISSUE:

Chubb/Ace Insurance Company provides Employment Practices Liability Insurance (EPLI) coverage. Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including, but not limited to, discrimination, harassment, and wrongful termination claims.

The policy period is July 1, 2020 to June 30, 2021 with a premium amount of \$45,000. This renewal reflects a decrease of 10% compared to the prior term.

4. BASIS FOR RECOMMENDATION:

A. The frequency of Employment Practices Liability (EPL) claims is increasing. It is estimated that three (3) of five (5) firms will be sued by a current, former, or prospective (applicant) employee. Organizations are vulnerable when hiring, not hiring, and even from the exit interview process. Even if the claim is groundless or fraudulent, the defense of a suit can be costly to the City in time, resources, and have a negative effect on finances.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An appropriation in the amount of \$45,000 has been included in the FY 2020-21 budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to reject the agreement with Chubb/Ace Insurance Company.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
AN AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND CHUBB/ACE INSURANCE }
COMPANY FOR EMPLOYMENT }
PRACTICES LIABILITY INSURANCE, IN }
THE AMOUNT OF \$45,000, COVERING }
THE PERIOD OF JULY 1, 2020 TO }
JUNE 30, 2021 }
_____ }

RESOLUTION NO. 2020-

WHEREAS, Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims; and

WHEREAS, it is estimated that three (3) of five (5) firms will be sued by a current, former, or prospective (applicant) employee. Organizations are vulnerable when hiring, not hiring, and even from the exit interview process. Even if the claim is groundless or fraudulent, the defense of a suit can be costly to the City in time, resources, and have a negative effect on finances; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an Agreement between the City of Turlock and Chubb/Ace Insurance Company for Employment Practices Liability Insurance, in the amount of \$45,000, covering the period of July 1, 2020 to June 30, 2021 (Attachment A).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

Public Officials Management & Employment Practices Liability
 Effective: July 1, 2020 to June 30, 2021



ACE RENEWAL OFFER
 2020 - 2021

	EXPIRING 2019 - 2020	ACE RENEWAL OFFER 2020 - 2021
Insurance Carrier	CHUBB/ACE	CHUBB/ACE
Rating	AM Best Rating A++ XV	AM Best Rating A++ XV
Admitted	Yes	Yes
Duty to Defend	Yes	Yes
Claims-Made	Yes	Yes
Coverage:		
Public Officials Management & Employment Practices Liability		
Maximum Limit of Liability Each Claim	\$1,000,000	\$1,000,000
Third Party Wrongful Act Coverage*	Not Covered	Not Covered
Punitive, Exemplary, and Multiple Damages	Not Allowed in CA	Not Allowed in CA
Maximum Aggregate Limit for All Claims	\$1,000,000	\$1,000,000
Additional Defense / Defense Limit	\$1,000,000	\$1,000,000
Wage & Hour Coverage and/or Defense	Not Covered	Not Covered
Self Insured Retention - Each Claim	\$100,000 EPL/\$1,000,000 D&O	\$100,000 EPL/\$1,000,000 D&O
Prior & Pending Preceding Date	April 30, 2011	April 30, 2011
Crisis Management	\$25,000	\$25,000
Crisis Management Retention	\$0	\$0
Number of Employees	565	603
Total Premium:	\$50,000	\$45,000
Taxes and/or Fees:	\$0	\$0
Policy Term	12 months	12 months
Minimum Earned Premium in event of cancellation:	25%	25%
Combined Total Premium:	\$50,000	\$45,000
	1. Includes Public Officials Liability as Excess over RMA Coverage D&O w/a 1MM Retention	1. Includes Public Officials Liability as Excess over RMA Coverage D&O w/a 1MM Retention
	2. Application part of policy	2. Application part of policy

* Discrimination or Harassment by non-employees

SUBJECTIVITIES PRIOR TO BINDING:

1. Signed and Dated Application
2. Signed Terrorism Form & D1

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

City Council Staff Report

June 9, 2020



6N

From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement between the City of Turlock and National Union Fire Insurance for Liability Insurance for the Turlock Municipal Airport, in the amount of \$2,900, covering the period of July 1, 2020 to June 30, 2021

2. SYNOPSIS:

Authorizing an agreement for the City to have liability insurance covering the ownership of the Turlock Municipal Airport.

3. DISCUSSION OF ISSUE:

The Central San Joaquin Valley Risk Management Authority (RMA) excludes all liability associated with an airport including non-aviation related liability. This owners' liability policy provides \$5,000,000 of liability coverage for the liability of owning the Turlock Municipal Airport.

The policy period is from July 1, 2020 to June 30, 2021 with a premium amount of \$2,900.

4. BASIS FOR RECOMMENDATION:

A. The RMA excludes all liability associated with an airport. The City has some protection provided by being named on a policy provided by the Turlock Regional Aviation Association. This policy would provide excess coverage over the Turlock Regional Aviation Association policy as well as primary coverage if the Turlock Regional Aviation Association policy did not provide coverage or was no longer active.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An appropriation in the amount of \$2,900 has been included in the FY 2020-21 budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to reject the agreement with National Union Fire Insurance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND NATIONAL UNION FIRE }
INSURANCE FOR LIABILITY INSURANCE FOR }
THE TURLOCK MUNICIPAL AIRPORT, IN THE }
AMOUNT OF \$2,900, COVERING THE PERIOD }
OF JULY 1, 2020 TO JUNE 30, 2021 }
_____}

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock recognizes the need to have premises liability insurance due to its ownership of the Turlock Municipal Airport; and

WHEREAS, the Central San Joaquin Valley Risk Management Authority (RMA) excludes all liability associated with an airport including non-aviation related liability. This owners' liability policy provides \$5,000,000 of liability coverage for the liability of owning the Turlock Municipal Airport; and

WHEREAS, the City has some protection provided by being named on a policy provided by the Turlock Regional Aviation Association. This policy would provide excess coverage over the Turlock Regional Aviation Association policy as well as primary coverage if the Turlock Regional Aviation Association policy did not provide coverage or was no longer active.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an Agreement between the City of Turlock and National Union Fire Insurance for Liability Insurance for the Turlock Municipal Airport, in the amount of \$2,900, covering the period of July 1, 2020 to June 30, 2021 (Attachment A).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

Airport Liability Policy (OL&T)

Effective: July 1, 2020 to June 30, 2021

	EXPIRING POLICY 2019 - 2020	RENEWAL POLICY 2020 - 2021
Insurance Carrier	National Union Fire Ins.	National Union Fire Ins.
Rating	AM Best Rating A XV	AM Best Rating A XV
Admitted	Yes	Yes
Duty to Defend	Yes	Yes
Claims-Made	No	No
Coverage:		
Commercial General Liability (Owners/Landlords & Tenants)		
Each Occurrence Limit	\$5,000,000	\$5,000,000
Damage to Premises Rented to You	\$100,000	\$100,000
Medical Expense Limit	\$3,000	\$3,000
Personal & Advertising Injury Aggregate Limit	\$5,000,000	\$5,000,000
General Aggregate Limit	Not Applicable	Not Applicable
Products & Completed Operations	Not Applicable	Not Applicable
Hangarkeepers Liability	Not Applicable	Not Applicable
Total Premium:	\$2,375.00	\$2,825.00
Taxes and/or Fees:	\$75.00	\$75.00
Policy Term	12 months	12 months
Min. Earned Premium in event of cancellation:	25%	25%
Combined Total Premium:	\$2,450.00	\$2,900.00

Subjectivities / Notes:

- *Signed Application is required to bind
- *Signed Terrorism Form required to bind
- *Cost to add Terrorism is \$509.00



This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

60

City Council Staff Report
June 9, 2020



From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement between the City of Turlock and Midwest Employers Casualty for Excess Workers' Compensation Insurance, in the estimated amount of \$99,815, covering the period of July 1, 2020 to June 30, 2021

2. SYNOPSIS:

Authorizing an agreement to provide Excess Workers' Compensation coverage.

3. DISCUSSION OF ISSUE:

The City is self-insured to a per-claim limit of \$1.25 million. This Excess Workers' Compensation policy attaches after any claim exceeds the \$1.25 million retention.

The policy period is July 1, 2020 to June 30, 2021 with an estimated cost (premium) of \$99,815. The final cost is derived from actual payroll following an audit at policy year-end. The renewal represents a 1.5% rate increase from FY 2019-20.

4. BASIS FOR RECOMMENDATION:

A. It is fiscally responsible to have an Excess Workers' Compensation insurance policy in place to protect the City's assets should a workers' compensation injury claim exceed the self-insured retention limit. A catastrophic workers' compensation claim could exhaust the City's reserves without an excess policy in place.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An appropriation in the amount of \$99,815 has been included in the FY 2020-21 budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to reject the agreement with Midwest Employers Casualty.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND MIDWEST EMPLOYERS }
CASUALTY FOR EXCESS WORKERS' }
COMPENSATION INSURANCE, IN THE }
ESTIMATED AMOUNT OF \$99,815, }
COVERING THE PERIOD OF JULY 1, 2020 }
TO JUNE 30, 2021 }
_____ }

RESOLUTION NO. 2020-

WHEREAS, the City is self-insured to a per-claim limit of \$1.25 million. This Excess Workers' Compensation Policy attaches after any claim exceeds the \$1.25 million retention; and

WHEREAS, it is fiscally responsible to have an Excess Workers' Compensation Insurance Policy in place to protect the City's assets should a Workers' Compensation Injury claim exceed the self-insured retention limit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an Agreement between the City of Turlock and Midwest Employers Casualty for Excess Workers' Compensation Insurance, in the estimated amount of \$99,815, covering the period of July 1, 2020 to June 30, 2021 (Attachment A).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

Excess Workers' Compensation

7/1/2020 to 7/1/2021

	Expiring Term 7/01/2019 - '20	Renewal Quote 7/01/2020 - '21	% Change
Excess Workers' Compensation			
Insurance Carrier:	Safety National	Midwest Employers	
Rating	A+ XV	A+ XV	
Attachment	\$1.25M	\$1.25M	
Payroll	\$31,258,361	\$32,033,202	2.5%
Rate	\$0.307	\$0.312	1.5%
Final Est. Annual Premiums	\$95,901	\$99,815	4.1%

Note the final cost is derived from actual payroll following an audit at policy year-end.

City Council Staff Report

June 9, 2020



6P

From: Sarah Eddy, Human Resources Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing Agreements between the City of Turlock and related benefit partners in conjunction with the Excess Loss Insurance for City employees for Fiscal Year 2020-2021

2. SYNOPSIS:

Authorizing an Agreement for Excess Loss Insurance and all related contracts relating to the City of Turlock's employee benefits for medical and prescription coverage.

3. DISCUSSION OF ISSUE:

City of Turlock uses a combination of self-insurance and reinsurance for medical, dental, and vision benefits for full-time employees. The City currently covers the first \$175,000 of medical and prescription claims per claimant per plan year (July 1st through June 30th of every year). This amount is known as the specific stop loss deductible (the retained risk by the City of Turlock). Reinsurance covers the cost of each claimant's claims that exceed the specific stop loss deductible for any plan year. Refer to Attachment A for details of all renewal offerings.

In Fiscal Year 2019-20, the specific stop loss deductible was \$175,000. For the same \$175,000 specific deductible for FY 2020-21, the reinsurance premium rate will increase by 9%, as our medical insurance broker negotiated reinsurance contracts with the current ongoing known claimants, commencing July 1, 2020. By keeping the specific stop loss deductible at \$175,000, the City of Turlock does not take on any additional exposure per claimant for FY 2020-21. Therefore, staff is recommending no increase in the reinsurance specific stop loss deductible for FY 2020-21.

Combining all fixed costs, the City of Turlock will realize cost increases for the coming fiscal year, at 8.2% overall. This is a blended rate increase including all fixed cost components (third party administration fees, PPO access fees, medical management, pharmacy management, Teladoc, etc.). There are minor changes with the various plan partners, most notably the reinsurance increase. Note that the premiums will fluctuate based on eligible employee count and claims timing. Once the fixed costs are combined with overall claims cost, the City anticipates that with our strong medical management stance, total overall cost differential, including claims and medical inflation, will come in at potential *savings* year over year from FY 2019-20 to FY 2020-21. This would be primarily due to benefit plan design changes that will happen on July 1, 2020. Note that the reinsurance carrier has issued this renewal as a "firm" renewal; no further disclosure is required.

The renewal rates for the specific stop loss coverage are based on how well the City's claims are performing, both for known and unknown claims, overall network penetration, network savings performance, etc. In addition, the City of Turlock uses the UnitedHealthcare Select Plus PPO network as the provider network for the medical plan; this network has outperformed expectations. Historically, the City of Turlock has realized an approximate 60% average PPO discount on billed vs. paid charges. Using this network since July 1, 2019, the network discounts are now approaching a 73% effective discounting rate.

Historically, the City of Turlock had large fluctuations in medical claims that exceeded the specific deductible and in past years, there have been up to nine medical claimants in excess of the specific stop loss deductible year over year. In the FY 2019-20, it is projected the City may realize potentially three claims in excess of the specific stop loss deductible. In FY 2020-21, it is projected the City may realize continuation of these same claims, with an additional claim emerging now. Overall claims are steady, rebounding from extremely poor performance from past fiscal years (specifically FY 2014-15). In the current year, the stop loss claims to premium ratio is very strong, improving the City of Turlock's reinsurance position.

Increasing the specific deductible (retained risk) increases the City's liability for smaller claims. In a bad claims year, increasing this retained risk helps to mitigate overall rate increases year-over-year in order to save premium. At the same time, claims in excess of the stop loss threshold become fewer. We will continually review claims to ensure realized cost is in line with budgeted cost, and we continue to see savings based on medical management and network claim discounts. This is done through our active partnerships with employees, Human Resource Department, Winton-Ireland Insurance Agency, Inc., medical provider network, and the claims administrator.

For the 2020-21 plan year, there is now a second plan alternative for employees to choose during open enrollment, as an alternative to the traditional PPO plan. This alternative plan is a high deductible health plan (HDHP) with a health savings account (HSA) component. Because of this additional plan, the City of Turlock will add a vendor partner to manage the respective health savings accounts that will be established for the enrollees who choose to enroll onto this plan.

Staff recommends continuation of the City's self-insured plans, including medical, prescription, dental, and vision and continuing at the \$175,000 Specific Stop Loss Deductible level with the following plan partners:

Third Party Administrator	United Medical Resources (UMR)
Specific Reinsurance Carrier	Symetra Financial
Aggregate Reinsurance Carrier	Symetra Financial
PPO Network	UnitedHealthcare Select Plus Network
Pharmacy Benefit Manager	OptumRx
Telemedicine Provider	Teladoc through UMR
Medical Management	United Medical Resources (UMR)
Dental Administrator/network	Delta Dental of California
Vision Administrator/network	Vision Service Plan (VSP)
IRS §125 Administrator	United Medical Resources (UMR)
Health Savings Account Bank	OptumBank
Life and disability provider	Unum Life Insurance Co. of America
Broker	Winton-Ireland Insurance Agency, Inc.

The City of Turlock budgeted \$1,986 for FY 2019-20, based on a per employee per month cost basis and this includes medical, dental, and vision costs and is all inclusive of fixed and claims cost, less any specific reimbursement, refunds, and check voids. Based on healthcare plan amendments, enrollment and cost estimates, the City of Turlock benefit costs have declined from the prior fiscal year, and the budgeted claims cost for FY 2020-21 will decrease to \$1,846 on a super-composite per employee per month basis.

Life Insurance: City of Turlock provides life insurance through Unum Life Insurance Company of America. Unum is holding rates on the life insurance rate and this will remain at \$0.13 per \$1,000, an overall life rate increase of 0%. The Accidental Death & Dismemberment (AD&D) premium rate will remain unchanged at \$0.035 per \$1,000 in benefits. The estimated annual premium is \$76,200. The 12-month rate guarantee will start on July 1, 2020 and continue through June 30, 2021.

Long Term Disability Insurance: City of Turlock provides long term disability (LTD) with Unum Life Insurance Company of America. Unum is increasing the LTD rate from \$0.56 per \$100 to \$0.644 per \$100 of monthly covered benefit. This increase equates to an approximate \$20,352 annual premium increase with a total estimated annual premium going from \$135,684 to \$156,036 at the current LTD benefit volume. These rates will go into effect on October 1, 2020 and will continue through June 30, 2022.

4. BASIS FOR RECOMMENDATION:

The City's Benefits Insurance Broker continually reviews market conditions, reviews opportunities for savings and/or efficiencies, and presents the City with all viable options available in the marketplace. The recommendations in this staff report reflect the products and services that will not only provide the employee groups with the benefit levels the City agreed upon in the MOU's, but also provides stop-loss coverage to safeguard the City when claims exceed the specific stop loss deductible or self-insured retention limits.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Medical Insurance: because medical claims costs can/will fluctuate, we expect we will meet our budget number. Administration will monitor claims and premiums continually throughout the year and bring any recommended adjustments with reporting to the City Council. Rate guarantee will expire on June 30, 2021.

Dental Insurance: City of Turlock will enter a new 12-month rate guarantee with no change in fees for this next policy period, commencing July 1, 2020. Current administration fees are set at 18.5% of paid claims with no cost increase for FY 2020-21. Delta Dental is extending the administrative fee rate guarantee to June 30, 2021.

Vision Insurance: currently the City of Turlock is in year three of a three-year rate guarantee with Vision Service Plan (VSP); the contract renews on January 1, 2021. At this time, Vision Service Plan has made a commitment to no change in administration fees commencing January 1, 2020, with an additional multi-year rate guarantee.

Life Insurance: 2-yr rate term starts July 1, 2020 (July 1, 2020 – July 1, 2022) with no rate increase.

LTD insurance: 2-yr rate term starts October 1, 2020 (October 1, 2020 – July 1, 2022). The City will realize a rate increase of 15% but the rate action has been delayed until October 2020 (in lieu of July 1, 2020) and will remain in effect through June 30, 2022.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. City Council could choose not to approve the agreement and direct staff to search for other plan alternatives that offer such products and services. This is not recommended as the City's Broker has already performed an exhaustive market search for any/all alternatives from any/all sources in the City of Turlock market segment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
AGREEMENTS BETWEEN THE CITY OF }
TURLOCK AND RELATED BENEFIT }
PARTNERS IN CONJUNCTION WITH THE }
EXCESS LOSS INSURANCE FOR CITY }
EMPLOYEES FOR FISCAL YEAR 2020-2021 }
_____ }

RESOLUTION NO. 2020-

WHEREAS, the City of Turlock uses a combination of self-insurance and reinsurance for medical, dental, and vision benefits for full-time employees; and

WHEREAS, the City currently covers the first \$175,000 of medical and prescription claims per claimant per plan year (July 1st through June 30th every year). This amount is known as the specific stop loss deductible (the retained risk by the City of Turlock); and

WHEREAS, for the same \$175,000 specific deductible for FY 2020-2021, the reinsurance premium rate will increase by 9%, as our medical broker aggressively negotiated reinsurance, commencing July 1, 2020; and

WHEREAS, the City of Turlock benefit costs are projected to decline due to healthcare plan changes, and this will lower the overall claims cost for FY 2020-2021; and

WHEREAS, combining all fixed costs, the City of Turlock will realize a cost increase of 8.2% for the coming fiscal year. This is a blended rate increase with all fixed cost components (third party administration fees, PPO access fees, medical management, pharmacy management, Teladoc, etc.; and

WHEREAS, historically, the City of Turlock had large fluctuations in medical claims that exceeded the specific deductible. In the FY 2020-2021, it is projected the City may realize three claims in excess of the specific stop loss deductible; and

WHEREAS, the City of Turlock benefit costs should decline year-over-year, and the budgeted claims cost for FY 2020-2021 will decrease to \$1,846 on a super-composite per employee per month basis; and

WHEREAS, for the 2020-21 plan year, there is now a second plan alternative for employees to choose during open enrollment, as an alternative to the traditional PPO plan. This alternative plan is a high deductible health plan (HDHP) with a health savings account (HSA) component; and

WHEREAS, the City of Turlock provides dental insurance through Delta Dental of California. Delta Dental claims and administration fees are stable and have no rate increase; and

WHEREAS, the City of Turlock provides vision insurance through Vision Service Plan. VSP claims and administration fees are stable and have no rate increase; and

WHEREAS, City of Turlock provides life insurance through Unum Life Insurance Company of America. Unum rates are stable and have no rate increase. Based on current salaries, total estimated annual premium is \$76,200; and

WHEREAS, the City of Turlock provides long term disability (LTD) with Unum Life Insurance Company of America. Unum is increasing the LTD rate from \$0.56 per \$100 to \$0.644 per \$100 of monthly covered benefit. This increase equates to an approximate \$20,352 annual premium increase with a total estimated annual premium going from \$135,684 to \$156,036 at the current LTD benefit volume; and

WHEREAS, staff recommends continuation of the City's self-insured plans, including medical, prescription, dental, and vision and continuing at the \$175,000 Specific Stop Loss Deductible level with the following plan partners:

Third Party Administrator	United Medical Resources (UMR)
Specific Reinsurance Carrier	Symetra Financial
Aggregate Reinsurance Carrier	Symetra Financial
PPO Network	UnitedHealthcare Select Plus Network
Pharmacy Benefit Manager	OptumRx
Telemedicine Provider	Teladoc through UMR
Medical Management	United Medical Resources (UMR)
Dental Administrator/network	Delta Dental of California
Vision Administrator/network	Vision Service Plan (VSP)
IRS §125 Administrator	United Medical Resources (UMR)
Health Savings Account Bank	OptumBank
Life and disability provider	Unum Life Insurance Co. of America
Broker	Winton-Ireland Insurance Agency, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize Agreements between the City of Turlock and related benefit partners in conjunction with the Excess Loss Insurance for City employees for Fiscal Year 2020-2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**City of Turlock 2020-21 Plan Year
Self-Funded Administration Cost Analysis
Renewal Date of 7/1/2020**



FIRM RENEWAL CALCULATIONS AS OF 5/11/2020

Administrator	UMR	UMR		UMR		UMR	
Carrier	SYMETRA	SYMETRA		SYMETRA		SYMETRA	
Plan Choice	EXPIRING	RENEWAL		OPTION 1		OPTION 2	
Specific Deductible	\$175,000	\$175,000		\$185,000		\$195,000	
Monthly breakdown of fees are stated as "per employee per month" (PEPM) fees							
Quote contingencies & notes:	No lasers	No lasers		No lasers		No lasers	
Administration Fees							
279 Medical Administration	\$37.70	\$37.70	0.0%	\$37.70	0.0%	\$37.70	0.0%
279 COBRA & HIPAA Administration	\$1.05	\$1.05	0.0%	\$1.05	0.0%	\$1.05	0.0%
279 WISG Brokerage Fee	\$3.00	\$3.00	0.0%	\$3.00	n/a	\$3.00	n/a
Utilization Review/PPO Access Fees							
279 Medical Management	\$4.15	\$4.15	0.0%	\$4.15	0.0%	\$4.15	n/a
279 PPO Access Fees/Repricing	Included	Included	n/a	Included	n/a	Included	n/a
279 Aggregate Insurance Cost	\$7.55	\$7.55	0.0%	\$7.84	3.8%	\$8.13	7.7%
Less Advance Prescription Rebates	(\$22.00)	(\$22.00)		(\$22.00)		(\$22.00)	
279 Administration Cost PEPM	\$31.45	\$31.45	0.0%	\$31.74	0.9%	\$32.03	1.8%
Monthly Administration Costs	\$8,775	\$8,775	0.0%	\$8,855	0.9%	\$8,936	1.8%
Specific Stop Loss Deductible							
	\$175,000	\$175,000		\$185,000		\$195,000	
Contract Type (Incurred/Paid)	Run In Basis 24/12	Run In Basis 36/12		Run In Basis 36/12		Run In Basis 36/12	
Specific Premium							
59 Single	\$120.45	\$130.79	8.6%	\$124.77	3.6%	\$118.76	-1.4%
220 Family	\$378.09	\$412.24	9.0%	\$395.29	4.5%	\$378.21	0.0%
Monthly Specific Premium	\$90,286	\$98,409	9.0%	\$94,325	4.5%	\$90,213	-0.1%
Annual Specific Premium	\$1,083,436	\$1,180,908		\$1,131,900		\$1,082,556	
Fixed Cost Percentage Increase		8.20%		4.2%		0.1%	
Annual Aggregate Premium (Maximum claims cost)							
Aggregate Factors Include...	Medical/Rx	Medical/Rx		Medical/Rx		Medical/Rx	
Contract Type (Incurred/Paid)	Run In Basis 24/12	Run In Basis 36/12		Run In Basis 36/12		Run In Basis 36/12	
59 Single	\$923.33	\$907.80	-1.7%	\$914.08	-1.0%	\$920.44	-0.3%
220 Family	\$2,391.82	\$2,366.70	-1.1%	\$2,383.08	-0.4%	\$2,399.65	0.3%
B. Estimated Maximum Aggregate (125%)	\$6,968,122	\$6,890,810	-1.1%	\$6,938,495	-0.4%	\$6,986,748	0.3%
% Increase on Maximum Claims & Fixed Cost							
		0.2%		0.2%		0.2%	
C. Estimated Expected Claims (100%)	\$5,430,176	\$5,430,176		\$5,430,176		\$5,430,176	
Total Annualized Expected Costs (A+C)	\$6,618,907	\$6,716,384	1.5%	\$6,668,344	0.7%	\$6,619,969	0.0%
% Increase on Expected Claims & Fixed Cost							
		1.47%		0.75%		0.02%	
A.M. Best Rating	"A+", Superior			"A+", Superior		"A+", Superior	

¹ UMR is the current TPA, network is the nationwide UHC Select Plus PPO network, and Rx vendor is Optum Rx.

Note 1: Rates & total figures are rounded; this accounts for any small calculation discrepancy. Actual rates & contract provisions were evaluated by the carrier; underwriting disclosure is complete and rates are firm/disclosure accepted.

Note 2: Census used was March 2020 census; final employee counts subject to change

Final budgeted cost per employee per month is \$1,986.00; this is derived by taking the annual cost projections (including partner changes and claims cost plus medical inflation) and dividing by the month's enrolled census. The assumption is the benefits remain the same but takes into consideration partner changes for administration (UMR), reinsurance (Symetra), and a pharmacy benefit manager change (OptumRx). This budget number is all inclusive of fixed costs, as well as estimated medical, dental, and vision claims.



**DELTA DENTAL OF CALIFORNIA
SUMMARY OF KEY STATISTICS
Group Number: 05424**

Financial Summary — 0% projected increase 7/1/2020 with 12 month rate guarantee

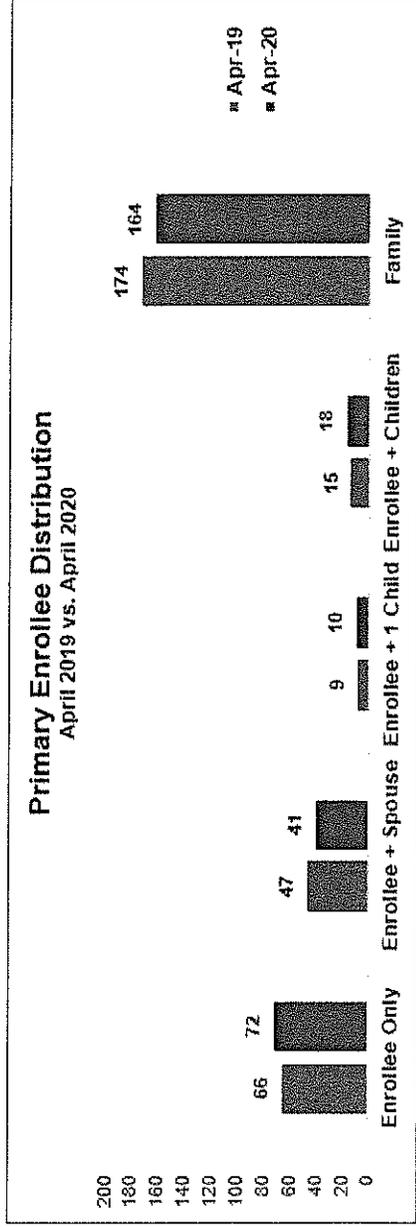
Period ended 2/28/20, there was an average exposure of 299 EEs. This represents a 1.38% decrease from previous 12-mo average. For the current period, claims paid PEPM was \$xx.xx, compared to \$71.10 during the previous period; decrease of 6.2% over previous 12 mos. During the current period, 79.1% of primary enrollees had enrolled dependents vs. 77.6% of primary enrollees during the previous period.

	Rolling 12 months from March through February Actual Claims/Admin Cost 05/1/2018 - 04/30/2019	Actual Claims/Admin Cost 05/1/2019 - 04/30/2020	Effective 7/1/2020 Estimated - 12 mo rate guarantee 07/1/2020 - 06/30/2021
Claims Paid ¹	\$286,562	\$259,946	\$273,254
Administration	\$53,014	\$48,090	\$50,552
Total Expenses	\$339,576 18.50%	\$308,036 18.50%	\$323,806 18.50%
Exposure**	3,707	3,656	3682
Avg. Exposure	309	305	299
Avg. Member Count	960	941	951

** Exposure = Total primary enrollee months during the period (employee count * 12 months)

Increase eff 7/1/2020: 0.0% \$15,770

¹ Claims estimate increase for the 2020-21 Plan is based on market conditions related to COVID-19 pressures (fluctuation in claims, medical inflation)



For more information regarding financial experience, please refer to the following claims summary.



PROPOSAL FOR GROUP EXCESS LOSS INSURANCE

Proposal For

City of Turlock

Coverage Period

July 1, 2020 through June 30, 2021

Quote Expiration Date

June 11, 2020

Administrator

UMR - Concord

Prepared by

Symetra Life Insurance Company

Craig Hornsby

777 108th Avenue NE, Suite 1200

Bellevue WA, 98004

Date Prepared

May 11, 2020

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004
www.symetra.com

Symetra® is a registered service mark of Symetra Life Insurance Company.

City of Turlock

INDIVIDUAL EXCESS LOSS COVERAGE

Coverages	Option 1	Option 2	Option 3
	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type	24/12	24/12	24/12
Annual Specific Deductible per Individual	\$ 175,000	\$ 185,000	\$ 195,000
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement	Unlimited	Unlimited	Unlimited
Reimbursement Percentage	100%	100%	100%
Quoted Rate Per Month	<u>Enrollment</u>		
Single	59 \$ 130.79	\$ 124.77	\$ 118.76
Family	220 \$ 412.24	\$ 395.29	\$ 378.21
Composite	279 \$ 352.73	\$ 338.08	\$ 323.35
Estimated Annual Premium	\$ 1,180,913	\$ 1,131,903	\$ 1,082,556
Quoted Rate(s) includes Commissions of	10.00%	10.00%	10.00%

AGGREGATE EXCESS LOSS COVERAGE

Coverages	Option 1	Option 2	Option 3
	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type	24/12	24/12	24/12
Aggregate Corridor	125%	125%	125%
Loss Limit per Individual	\$ 175,000	\$ 185,000	\$ 195,000
Maximum Annual Reimbursement	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Reimbursement Percentage	100.0%	100.0%	100.0%
Estimated Annual Aggregate Deductible	\$ 6,890,793	\$ 6,938,519	\$ 6,986,738
Minimum Aggregate Deductible	\$ 6,890,793	\$ 6,938,519	\$ 6,986,738
Medical, Rx			
Single	59 \$ 907.80	\$ 914.08	\$ 920.44
Family	220 \$ 2,366.70	\$ 2,383.08	\$ 2,399.65
Composite	279 \$ 2,058.18	\$ 2,072.44	\$ 2,086.84
Rate Per Month	<u>Enrollment</u>		
Composite	279 \$ 7.55	\$ 7.84	\$ 8.13
Estimated Annual Premium	\$ 25,277	\$ 26,244	\$ 27,234
Rate(s) includes Commissions of	10.00%	10.00%	10.00%

OVERALL COST SUMMARY

	Option 1	Option 2	Option 3
Total Annual Fixed Costs	\$ 1,206,190	\$ 1,158,147	\$ 1,109,790
Variable Costs	\$ 6,890,793	\$ 6,938,519	\$ 6,986,738
Maximum Annual Liability	\$ 8,096,983	\$ 8,096,666	\$ 8,096,528

OTHER OPTIONS

Rate cap option: Renewal rates are capped at a maximum increase of 40% assuming no material changes to the group plan have taken place (i.e. plan changes, changes in specific deductible, commission level or administrator). If there are material changes, first the specific rates will be produced using the rate cap, then material changes will be accounted for in order to arrive at the renewal rate level. The cap applies to both the rates and aggregating specific deductible (if applicable).

City of Turlock

QUALIFICATIONS AND CONTINGENCIES

The terms of this offer are tentative and may change based on the receipt and review of the following information by Symetra. Except as provided below, all requested information must be received no later than 15 days prior to the proposed effective date of coverage; otherwise, we reserve the right to withdraw the proposed terms and return any premiums remitted.

Plan sponsor's Plan Document or Plan Document Amendment is due no later than 90 days after the proposed effective/renewal date of Excess Loss Insurance coverage. Symetra may withhold Policy reimbursement prior to the receipt and acceptance of the final signed Plan Document/ Plan Document Amendment, which Symetra will expect to clearly express the benefits promised, obligations under federal law, and generally recognized provisions concerning discretionary authority of the plan sponsor with respect to benefit claims and exclusions of experimental/investigational treatment, non-medically necessary treatment, and off-label drug use (to the extent permitted by law).

Any secondary documents (i.e. "stop loss agreements", "procurement documents", "service contracts", etc.) must be disclosed to and approved by Symetra prior to Employer's acceptance of our RFP response. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that each of the producer and any other person and entity acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

Firm Quote:

Binding offers are valid for 30 days otherwise subject to updated information which may or may not change what was previously quoted.

Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is on an organ transplant list.

Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the excess loss policy.

For inclusion of RX coverage under the specific and/or aggregate when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports. Otherwise, RX will not be a covered expense under the excess loss policy.

The loss limit shown in the aggregate excess loss section of the proposal applies to all coverage listed within that section regardless of what is in the individual excess loss section.

Only claims up to the individual case level deductible will accumulate toward the aggregate attachment point

This renewal/proposal reflects the continuation of the current plan of benefits.

Terms are subject to change if final enrollment varies by more than 10% from the proposal assumptions. A current census not older than 60 days prior to the effective date will be needed for final review.

Eligibility is assumed to be all full time employees working 30 hours or more per week at their normal place of business.

COBRA participation is limited to no more than 10% of the enrolled group.

Network fees are ineligible expenses.

Symetra reserves the right to revise this proposal if the incumbent administrator's claims backlog exceeds two weeks.

In the event of early terminations (mid-policy period), Symetra will not provide coverage for run out claims.

The producer must be properly licensed and appointed.

No producer has the authority to bind or modify the terms of this offer without the approval of Symetra.

The administrator must be approved by Symetra.

This quote is subject to Symetra's stop loss policy provisions, limitations and exclusions.

This quote/renewal excludes state assessment fees and is based on the group (through its TPA) collecting any such fee assessed with respect to the group's self-insured benefit plan and remitting such fee to the state on the group's behalf. The group may be required to notify their TPA of any covered residents that would fall under an assessment program. Symetra's quote excludes coverage of such fees. In the event Symetra is required to be involved in the administration or collection of an assessment fee on the group's behalf, the assessment fee will be charged to and collected from the group by administrative agreement separate and apart from the Excess Loss Insurance Policy.

This proposal is based upon the following network(s): UHC Select Plus, UHC Choice Plus

These rates and factors reflect the assumption that all retirees over age 65 are Medicare Primary. It is assumed that all retirees known at the time of quote were listed and identified on the census.

Plan must have utilization review and case management.

There will be no new lasers at renewal.

Quote or renewal offer covers only active full time employees and dependents. Tribal members must be employees or dependent of the employees.

This proposal complies with the UMR agreement:

- No signed disclosure is required for cases where UMR is the incumbent and if receive full, detailed large claim reporting
- If elect OptumRX through a UMR Contract and have for the proposed policy year adopted at least the following cost management programs for all benefits through OptumRX: Prior Authorization, Quantity Limits and Specialty Drug, we will provide a discount of up to 3.5% of the proposed or renewal aggregate factors. At minimum, all three of these programs must be elected. If these programs were in place through OptumRX during the previous period, the discount does not apply - they must be newly adopted for the proposed policy period.

**Plan Sponsor's Plan Document
Submission Requirements, Required Provisions & Minimum Standards
For Renewals**

Submission and Symetra Acceptance Required. As stated in Symetra's Renewal offer for Group Excess Loss Insurance, an Amended Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the renewal date of Excess Loss Insurance coverage. The Excess Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

Symetra may withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's revised Plan Document or amendment.

In reviewing the Plan Document or Amendment for acceptance, Symetra will consider whether the Plan Document or Amendment:

1. Contains basic contract elements for completeness and clarity (e.g., definitions, governing law).
2. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
3. Addresses the Plan's obligations under federal law, including
 - a. ERISA required provisions,
 - b. **PPACA required provisions;** or
 - c. **a statement of grandfathered status.**

Symetra will have no liability for reinsuring Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

4. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by PPACA),
 - b. Non-medically necessary treatment, and
 - c. Off-label drug use.

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Policy issued.



March 2020

A renewal presentation for City of Turlock

Presented to Winton-Ireland, Strom & Green Insurance Agency
by Jeff Jensen



A UnitedHealthcare Company

Renewal Services

Customer Name : City of Turlock
Plan Renewal Date : 7/1/2020

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees	
			7/1/2020	7/1/2021
Medical claims	278	\$37.70	\$37.70	\$39.18
Medical client advisor commission	278	\$3.00	\$3.00	\$3.00
Select pharmacy credit	278	(\$22.00)	(\$22.00)	(\$22.00)
Required stop loss interface fee	278	Included	Included	Included
UnitedHealthcare Select Plus network (CA only) and Choice Plus @network (Non CA) - access fee	278	Included	Included	Included
COBRA administration	278	\$1.05	\$1.05	\$1.10
Utilization Management (UM)	278	\$2.15	\$2.15	\$2.26
Case management (CM)	278	\$2.00	\$2.00	\$2.10
Interactive Reporting	278	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	278	Included	Included	Included
Flexible spending - health care account (HCA) - per employee per account per month	64	\$4.75	\$4.75	\$4.99
Flexible spending - dependent care account (DCA) - per employee per account per month	10	\$3.75	\$3.75	\$3.94
Retiree billing - check payment	17	\$5.85	\$5.85	\$6.14
Telemedicine (Teladoc)	278	Included	Included	Included
Claim Fiduciary	278	Included	Included	Included
CRS Benchmark Program – Multiplan’s Complimentary Network, Fee Negotiation and Data iSight - % of savings	278	22%	22%	22%

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of \$5.00 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

Additional Services

Customer Name : City of Turlock
Plan Effective Date : 7/1/2020

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 7/1/2020
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
Claim reprocessing - per claim	\$25.00	\$25.00
OptumHealth SM Care Solutions - centers of excellence	Cost per transplant	Cost per transplant
Subrogation - percent of recoveries	30%	30%
Credit Balance Recovery - percent of recoveries	20%	20%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then \$500.00 per review	Up to 5 included, then \$500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Translation of SBC into non-English text	Cost of translation	Cost of translation
Print and ship SBCs to employer at open enrollment (approval required)	Cost plus postage	Cost plus postage
Inclusion of outside vendor data in SBC in UMR standard format, e.g. carved out benefits (approval required)	\$1,000 per SBC per benefit plan	\$1,000 per SBC per benefit plan
Two or more SBC requests per year	\$500.00 per SBC per benefit plan	\$500.00 per SBC per benefit plan
COBRA		
COBRA outside vendor - per line	\$0.05	\$0.05
Flexible Spending Accounts		
Debit card (not available with health savings account)	\$1.40 (with medical)	\$1.40 (with medical)
Nondiscrimination testing	Actual vendor cost	Actual vendor cost
Reporting		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	\$100.00	\$100.00
Interactive Reporting	Included with medical administration	Included with medical administration
Banking		
Custodial banking - monthly fee (deposit required)	\$250	\$250

Select PDL

Customer Name : City of Turlock

Plan Effective Date : 7/1/2020

UMR through its Pharmacy Benefit Manager affiliate OptumRx will provide Pharmacy Benefits Services. Fees assume the pharmacy benefits program is not a discount-card program.

Rates are contingent upon adoption of OptumRx's Broad Network

	Published AWP
Electronic claim adjudication - per claim ¹	\$0.00
Retail	
Brand discount, plus dispensing fee	18.00% + \$0.70
Net effective generic discount, plus dispensing fee	78.75% + \$0.70
Home Delivery	
Brand discount, plus dispensing fee	23.50% + \$0.00
Net effective generic discount, plus dispensing fee	80.75% + \$0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	20.00% + \$0.20
Net effective generic discount, plus dispensing fee	78.75% + \$0.20
Rebate Fee Credit Options:	
Select Rebate Fee Credit	(\$22.00)
Select Comprehensive Rebate Fee Credit	(\$27.00)
Rebate Share - Rebate Fee Credit Elected	
Select Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$13.50
Select Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$28.00
Select Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$30.00
Select Rebate Share (Specialty) - Per Net Paid Brand Claim	\$76.00
Select Comprehensive Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$17.00
Select Comprehensive Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$43.00
Select Comprehensive Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$57.00
Select Comprehensive Rebate Share (Specialty) - Per Net Paid Brand Claim	\$119.00
Rebate Share - Rebate Fee Credit Waived	
Select Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$88.00
Select Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$207.00
Select Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$294.00
Select Rebate Share (Specialty) - Per Net Paid Brand Claim	\$610.00
Select Comprehensive Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$115.00
Select Comprehensive Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$285.00
Select Comprehensive Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$408.50
Select Comprehensive Rebate Share (Specialty) - Per Net Paid Brand Claim	\$725.00

Additional Programs

Prior authorizations - per clinical prior authorization Included

Specialty drugs are priced on an individual drug basis. Estimated average aggregate specialty discount is approximately: 17.00%

Compound Drug Claim Pricing: AWP less Standard Contracted Discount + \$7.50 Dispensing fee.

Rebate Fee Credit

In addition to the rebates outlined within the Rebate Fee Credit Elected section, City of Turlock will receive a rebate fee credit that is funded by UMR. Under this option, UMR is paid a service fee that is used to lower the medical administration fee. This option allows City of Turlock to enjoy a more immediate cash flow benefit of their rebates.

¹ An additional \$1.75 per claim applies to the electronic per claim fee for paper claims.

Pharmacy Conditions

Select PDL

Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager.

Under the Traditional Pricing Model, City of Turlock shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and OptumRx may retain the difference.

The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.

Discounts are based on Published AWP.

Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a participating network pharmacy at the time of adjudication.

Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement.

The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.

Compound Prescription Drug Claims, Specialty Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filed at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filed outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees.

UMR reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting UMR's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes UMR's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, authorized Generic Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendments made pursuant to (a), (b), or (c) above, UMR agrees to modify the pricing in an equitable manner to preserve the financial interests of both parties and provide documentation that the revised pricing terms are equitable.

UMR reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (a) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from City of Turlock's service selection; (b) a reduction of greater than 20% in the total number of Members from the number provided to UMR during pricing negotiations upon which the financial provisions included in this Agreement are based; (c) implementation or addition of a one hundred percent (100%) Member paid Claims Plan Specifications; (d) any substantive change in City of Turlock's formulary, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (e) UMR is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (a), (b), (c), (d), or (e), above, City of Turlock agrees to provide UMR at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, within forty-five (45) days of City of Turlock's notice, UMR shall provide City of Turlock with any modified pricing to ensure City of Turlock is aware of pricing modifications prior to implementation.

OptumRx Specialty Pharmacies shall be the exclusive specialty providers under this Agreement.

Medicare Part D Wrap plans are required to use Pass-Through pricing.

Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Pass-Through pricing.

Generic Drug Discount includes single source generics.

Usual & Customary claims are included within discount guarantees.

Zero balance claims are included within discount guarantees prior to the application of member copayment.

Retail 90 pricing is for retail claims with greater than 83 days' supply.

Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate.

Drugs in the following Specialty therapeutic categories are included in the non-specialty guarantees: HIV

UMR will have no obligation under any financial guarantees under the contract for the contract year (i.e., each 12-month period following the effective date) in which City of Turlock terminates, if the portion of the contract year before the effective date of City of Turlock's termination is less than 12 full months.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

Select PDL

Point of Sale Discount Administration Applies

Rebates will be remitted quarterly, no later than 180 days after the end of the incurred quarter.

All rebate guarantees are subject to the following terms:

"Rebate" means any discount, rebate, price protection amount or Manufacturer Administrative Fee that OptumRx receives from Drug Manufacturers, in OptumRx's capacity as a group purchase organization for City of Turlock, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. "Rebate" does not include any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service.

Select

City of Turlock's adoption, without deviation, of OptumRx's formulary, as well as any changes OptumRx makes to its formulary.

Select Comprehensive

Select Comprehensive rebates are contingent upon: City of Turlock's adoption, without deviation, of OptumRx's formulary and the following utilization management programs (Prior Authorization, Step Therapy and Quantity Limits) as well as any changes OptumRx makes to its formulary or utilization management programs.

Rebates and the Guaranteed Rebate Amount excludes ineligible Claims, such as Claims with invalid service provider identification or Prescription Drug numbers; Claims with an invalid submit date; Claims with zero days supplied; Claims with zero quantity; Claims where the plan is not the primary payer; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate at the therapeutic class level; Generic Drug Claims; products not covered by City of Turlock's benefit design or formulary, fraudulent Claims; multi-source Brand Drugs; House Generic Drug Claims; direct member submitted Claims; Claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); Claims for re-packaged NDCs; stale dated Claims over 180 days old; Compound Prescription Drug Claims; Claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act; or Claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits OptumRx from collecting supplemental Rebates; or for utilization pursuant to a consumer card or discount card program where the plan had no cost liability on the Claim or Claims that are otherwise not eligible for Rebates under the Rebate Agreement with the applicable Drug Manufacturer.

UMR may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if City of Turlock makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs, or (c) if future Formulary changes reduce Rebates. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.

Premium PDL

Customer Name : City of Turlock

Plan Effective Date : 7/1/2020

UMR through its Pharmacy Benefit Manager affiliate OptumRx will provide Pharmacy Benefits Services. Fees assume the pharmacy benefits program is not a discount-card program.

Rates are contingent upon adoption of OptumRx's Broad Network

	Published AWP
Electronic claim adjudication - per claim ¹	\$0.00
Retail	
Brand discount, plus dispensing fee	18.00% + \$0.70
Net effective generic discount, plus dispensing fee	78.75% + \$0.70
Home Delivery	
Brand discount, plus dispensing fee	23.50% + \$0.00
Net effective generic discount, plus dispensing fee	80.75% + \$0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	20.00% + \$0.20
Net effective generic discount, plus dispensing fee	78.75% + \$0.20
Rebate Fee Credit Options:	
Premium PDL Rebate Fee Credit	(\$31.75)

Rebate Share - Rebate Fee Credit Elected

Premium PDL Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$22.00
Premium PDL Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$51.00
Premium PDL Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$67.00
Premium PDL Rebate Share (Specialty) - Per Net Paid Brand Claim	\$127.00

Rebate Share - Rebate Fee Credit Waived

Premium PDL Rebate Share (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	\$135.00
Premium PDL Rebate Share (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	\$361.00
Premium PDL Rebate Share (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	\$480.00
Premium PDL Rebate Share (Specialty) - Per Net Paid Brand Claim	\$800.00

Additional Programs

Prior authorizations - per clinical prior authorization	Included
Specialty drugs are priced on an individual drug basis. Estimated average aggregate specialty discount is approximately:	17.00%
Compound Drug Claim Pricing: AWP less Standard Contracted Discount + \$7.50 Dispensing fee.	

Rebate Fee Credit

In addition to the rebates outlined within the Rebate Fee Credit Elected section, City of Turlock will receive a rebate fee credit that is funded by UMR. Under this option, UMR is paid a service fee that is used to lower the medical administration fee. This option allows City of Turlock to enjoy a more immediate cash flow benefit of their rebates.

¹ An additional \$1.75 per claim applies to the electronic per claim fee for paper claims.

Pharmacy Conditions

Fees proposed assume the use of OptumRxTM as the pharmacy benefits manager.

Under the Traditional Pricing Model, City of Turlock shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and OptumRx may retain the difference.

The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.

Discounts are based on Published AWP.

Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a participating network pharmacy at the time of adjudication.

Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement.

City of Turlock

Eff Date: 8/1/2020

Proprietary/Trade Secret/Confidential Competitive Sensitive Information



A UnitedHealthcare Company

Premium PDL

The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.

Compound Prescription Drug Claims, Specialty Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees.

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Drugs in the following Specialty therapeutic categories are included in the non-specialty guarantees: HIV

UMR will have no obligation under any financial guarantees under the contract for the contract year (i.e., each 12-month period following the effective date) in which City of Turlock terminates, if the portion of the contract year before the effective date of City of Turlock's termination is less than 12 full months.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

Point of Sale Discount Administration Applies

Rebates will be remitted quarterly, no later than 180 days after the end of the incurred quarter.

All rebate guarantees are subject to the following terms:

"Rebate" means any discount, rebate, price protection amount or Manufacturer Administrative Fee that OptumRx receives from Drug Manufacturers, in OptumRx's capacity as a group purchase organization for City of Turlock, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. "Rebate" does not include any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service.

Premium PDL

Premium Formulary rebates are contingent upon: City of Turlock's adoption, without deviation, of OptumRx's formulary and formulary exclusions, as well as any changes OptumRx makes to its formulary and formulary exclusions; and the implementation of the step therapies required by OptumRx, as well as any changes OptumRx makes to its formulary or utilization management programs.

Premium PDL

Rebates and the Guaranteed Rebate Amount excludes ineligible Claims, such as Claims with invalid service provider identification or Prescription Drug numbers; Claims with an invalid submit date; Claims with zero days supplied; Claims with zero quantity; Claims where the plan is not the primary payer; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate at the therapeutic class level; Generic Drug Claims; products not covered by City of Turlock's benefit design or formulary; fraudulent Claims; multi-source Brand Drugs; House Generic Drug Claims; direct member submitted Claims; Claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); Claims for re-packaged NDCs; stale dated Claims over 180 days old; Compound Prescription Drug Claims; Claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act; or Claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits OptumRx from collecting supplemental Rebates; or for utilization pursuant to a consumer card or discount card program where the plan had no cost liability on the Claim or Claims that are otherwise not eligible for Rebates under the Rebate Agreement with the applicable Drug Manufacturer.

UMR may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if City of Turlock makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs, or (c) if future Formulary changes reduce Rebates. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.

Conditions

**Customer Name : City of Turlock
Plan Effective Date : 7/1/2020**

This renewal proposal is valid until 30 days before the effective date and does not bind coverage or obligate UMR.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from UMR prior to any exceptions of these obligations in order to maintain the confidentiality of our responses.

No carrier with a competing network or affiliated with an entity with a competing network may write Stop Loss coverage (individual or aggregate) on top of a UnitedHealthcare network.

All quoted product fees assume UMR administers the medical plan.

UMR assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed within this proposal. Specialized services will be priced as necessary.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Access to the UnitedHealthcare Choice Plus and Options PPO network does not include telemedicine services (i.e. 'Virtual Visits'). Please refer to the financial commentary tab for information on Teladoc services and associated fees. Please review any changes with your advisor.

The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).

The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; (iii) any taxes, surcharges, assessments or similar changes being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our Administrative Service Agreement.

UMR reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or UMR.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, UMR does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

UMR is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume utilization and case management services are provided through UMR in order to access UnitedHealthcare Networks.

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, or if the number of covered employees changes by 15% or more from this proposal.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

UMR will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our organization.

The UMR renewal proposal requires the Cost Reduction and Savings Program. Additional fees will apply, should this program be carved out.

Conditions

UMR provides an ERISA DOL appeals process. UMR does not participate in Grievance Review Panel Hearings.

UMR requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with UMR. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

FSA fees: HCA assumes a minimum of 20% of medical employees participating; DCA assumes a minimum of 20% of the HCA population participating.

Health reimbursement account assumes 20% participation rate.

If multiple accounts can be administered on a single debit card, only one debit card fee is applicable.

Care management bundled discount - fees assume all care management products listed on care management bundled discount line are selected. Discount will change if services selected change.

UMR does not administer statutory disability benefits.

HSA trustees bill directly for HSA services.

UMR cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.



May 07, 2020

REVISED

CITY OF TURLOCK
156 S. Broadway, Suite 235
Turlock, CA 95380

RE: Contract Renewal for CITY OF TURLOCK
Delta Dental PPOSM Group# 05424

We appreciate your business and thank you for choosing Delta Dental of California. Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your dental plan, we considered cost factors related to your group's dental service utilization and claims experience. We have made every attempt to provide the most competitive renewal possible.

We have calculated your rates based on the employer/employee contribution levels in your contract remaining the same. If the contribution levels and/or enrollment guidelines have changed or will change, please notify us immediately, as such a change may affect your renewal rate.

The following is the renewal information for your Delta Dental PPOSM dental plan:

Effective Date	July 01, 2020	
Contract Term	July 01, 2020 - June 30, 2021	
	Current Fee	Renewal Fee
		7/1/2020 - 6/30/2021
Administration Fee (% of claims)	18.50%	18.50%

Delta Dental Insurance Company
Telephone: 800-521-2651

Delta Dental of California
Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
Delta Dental of Delaware, Inc.
Delta Dental of the District of Columbia
Delta Dental of New York, Inc.
Delta Dental of Pennsylvania (Maryland)
Delta Dental of West Virginia
Telephone: 800-932-0783

To renew your dental plan contract, please follow these steps:

- 1) Review this letter for changes to your dental plan for July 01, 2020
- 2) Begin paying the rates outlined in this letter with your new contract term.

Upon your renewal you will receive a formal amendment to your contract. If you would like to review an amendment prior to renewing your plan, please contact your Account Manager and an amendment will be provided.

If you have any questions about your renewal, your Account Manager will be happy to help. We appreciate your continued confidence in Delta Dental. We are proud of our association with you and look forward to a long and mutually successful relationship.

Sincerely,

Delta Dental of California



MohammadReza Navid
Group Vice President, Sales & Marketing

The American Dental Association (ADA) annually updates its standard dental procedure coding system, which is a component of its Code on Dental Procedures and Nomenclature (CDT Code) reference manual. When the ADA changes the codes, carriers must adopt the changes. We process claims according to the current CDT reference manual. Changes made to comply with the CDT Code do not constitute a material change to your dental plan design.

**PLEASE ATTACH TO YOUR
VISION SERVICE PLAN DOCUMENT**

AMENDMENT TO YOUR POLICY PERIOD

To be attached to and made part of Vision Care Policy Number 00809101, issued to City of Turlock.

EXCEPT as specifically amended herein, said Policy shall remain in full force and effect.

IT IS HEREBY AGREED that effective January 1, 2018, the Policy Period shall be changed to SIXTY months.

Note from Winton-Ireland Insurance Agency, Inc.:

this renewal extension applies to the administrative cost expense for the City of Turlock. Claims will fluctuate as this is also a self-funded plan. This administrative cost extension will apply from the start of the last renewal, or January 1, 2018 and the amendment extends this administrative fees rate guarantee period through December 31, 2022.



City of Turlock

Policy Numbers: 879465 Pricing Summary - Life, LTD

Broker(s):
Winton-Ireland Insurance Agency, Inc.

Thank you for your continued partnership with Unum. Your business is important to us and supporting you is our top priority.

As we begin the new coverage year together, we will continue to provide critical financial protection benefits to your valued employees and the best solutions to meet your company's evolving needs. We know that value and price are important to you. We are committed to carefully managing your premiums, to ensure we can pay your employees' claims with prompt, convenient service when they need it most.

Renewal Rates

For 2020 we are adjusting your premiums to better align with current costs and risks.

Unum Benefits	Current Rate	Renewal Rate	Current Inforce Monthly Premium	Increase in Monthly Premium *	Renewal Effective Date	Rate Guarantee Date
Life Insurance #879465 Traditional	0.130	0.130	\$5,003	\$0	10/1/20	7/1/22
Accidental Death & Dismemberment Insurance #879465	0.035	0.035	\$1,347	\$0	10/1/20	7/1/22
Long Term Disability Insurance #879465 Traditional	0.560	0.644	\$11,307	\$1,696	10/1/20	7/1/22

* Based on current enrollment

When assessing renewals for groups of your size, we look at employers similar in industry, demographics, and plan design. Doing so helps us predict claims activity and price plans fairly.

These renewal rates also reflect recent industry-wide challenges. Over the past few years, several nationwide trends have made it harder to achieve the right balance between pricing and the cost of doing business without raising prices. First, historically low interest rates have limited our investment income, which we rely on to help pay claims. Meanwhile, claims have increased because the workforce is aging and certain health-related conditions are becoming more common.

If you have any questions about your renewal rates or if you would like to learn more about other Unum benefits, please contact your broker or Unum representative, Kelsey Martin, at (925) 316-3918 or by email at KMartin3@Unum.com.

Group Insurance is underwritten by:
Unum Life Insurance Company of America, Portland, Maine
In New York, underwritten by: First Unum Life Insurance Company, New York, New York

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

6Q

City Council Staff Report

June 9, 2020



From: Sarah Eddy, Human Resources Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the continued engagement of the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator for the City of Turlock for completion of the FY 2019/20 labor negotiations and commencement of the FY 2020/21 labor negotiations with all six of the collective bargaining units recognized by the City of Turlock, for legal services related to handling PERB Unfair Practice Charge No. SA-CE-1114-M (Fire), and handling TAPO Grievance filed on February 21, 2020

Resolution: Appropriating \$57,000 to account number 110-10-109.43010 "Contract Attorney" from Fund 110 "General Fund" unallocated reserves for \$46,000 in legal services related to finalizing FY 2019/20 labor negotiations, \$6,000 in legal services related to FY 2020/21 labor negotiations, and \$5,000 in legal services related to handling TAPO Grievance filed on February 21, 2020

2. SYNOPSIS:

The Turlock City Council engaged the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator on behalf of the City of Turlock for collective bargaining processes during FY 2017/18, FY 2018/19, and FY 2019/20. During the first two fiscal years, five of the six bargaining groups had Memorandums of Understanding (MOU) or Schedule of Benefits (SOB) that expired and required re-negotiation. Tentative Agreements resulting in new agreements were reached with all groups both fiscal years.

On June 30, 2019, the MOUs and/or SOBs for all six collective bargaining groups expired and, as of October 15, 2019, the City's Negotiating Team successfully reached one-year term Tentative Agreements with four of the six bargaining groups that were ratified by each group's membership and City Council on November 12, 2019 and implemented the City of Turlock's last, best, and final offer to the other two remaining bargaining groups that were ratified by City Council on February 11, 2020.

The City Council took action on January 22, 2019 that approved the continued engagement of the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator for the City and approved an appropriation of \$60,000 that was anticipated to cover the cost of legal services related to negotiations for FY 2019/20.

Staff is seeking to continue the engagement with the law firm of Atkinson, Andelson, Loya, Ruud & Romo for the remainder of FY 2019/20 (February – June 2020) and asks for additional funds of \$57,000 as follows:

- \$ 46,000 to pay for the completion of the FY 2019/20 negotiations
- \$ 6,000 for commencement of Fiscal Year 2020/21 negotiations
- \$ 5,000 for handling TAPO Grievance filed on February 21, 2020

Staff is also requesting the continued services of Atkinson, Andelson, Loya, Ruud & Romo into FY 2020/21 as follows (which will be reflected in the 2020/21 requested budget):

- \$ 60,000 anticipated cost for labor negotiations for FY 2020/21
- \$ 15,000 anticipated cost for legal services related to defending the City for an Unfair Practice Charge filed with the Public Employee Relations Board by the Turlock Firefighters Local #2434, and
- \$ 10,000 anticipated cost for legal services related to defending the City for a TAPO Grievance filed on February 21, 2020.

3. DISCUSSION OF ISSUE:

Due to the successful outcome of collective bargaining processes during FY 2017/18, FY 2018/19, and FY 2019/20, staff recommends that Council continue engaging the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator on behalf of the City of Turlock for the FY 2020/21 negotiations.

Additionally, the City has engaged the law firm of Atkinson, Andelson, Loya, Ruud & Romo to defend the City related to the Unfair Practice Charge filed with the Public Employee Relations Board by the Turlock Firefighters Local #2434 as well as the TAPO Grievance filed on February 21, 2020.

The total requested appropriation of \$57,000 is anticipated to cover the cost of legal services related to the completion of negotiations for the FY 2019/20 in the amount of \$46,000 and begin the FY 2020/21 negotiations in the amount of \$6,000 and to cover the anticipated cost of legal services related to the TAPO Grievance in the amount of \$5,000 during the remainder of FY 2019/20.

4. BASIS FOR RECOMMENDATION:

- A. Compensate Atkinson, Andelson, Loya, Ruud & Romo for the completion of labor negotiations with the collective bargaining units for FY 2019/20 and commencement of FY 2020/21 labor negotiations with all collective bargaining

units recognized by the City of Turlock. This will require the negotiation skills and expertise that the firm of Atkinson, Andelson, Loya, Ruud & Romo possess and due to the successful outcome of the FY 2017/18 and FY 2018/19 negotiations led by them, staff highly recommends the continued engagement of their services.

- B. The continued defense of PERB Unfair Practice Charge No. SA-CE-1114-M also requires the skills and expertise of Atkinson, Andelson, Loya, Ruud & Romo.
- C. The defense of TAPO Grievance filed on February 21, 2020 requires the skills and expertise of Atkinson, Andelson, Loya, Ruud & Romo, as this firm is already familiar with the City of Turlock's operations and processes.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Approval of the Budget Amendment proposed in this Resolution will decrease the General Fund unallocated reserves by \$57,000 and increase account number 110-109.43010 "Contract Attorney" by \$57,000.

Non-General Funds will be charged for labor negotiations based upon actual employee count in each bargaining unit at approximately 40% of actual expenses from Atkinson, Andelson, Loya, Rudd & Romo. The General Fund will be reimbursed accordingly, thereby reducing the net expense to the General Fund.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline to approve this action and direct staff to explore other options in regards to continuing the services of a lead negotiator to act on behalf of the City for the collective bargaining process and to handle the Unfair Practice Charge as well as the TAPO Grievance filed on February 21, 2020. This alternative is not recommended as time is of the essence in regards to the successful completion of negotiations with all six groups given the magnitude of important issues that will be covered during the labor negotiation process and defending the City against an unfair practice charge as well as a TAPO Grievance filed on February 21, 2020.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2020-
\$57,000 TO ACCOUNT NUMBER }
110-10-109.43010 "CONTRACT ATTORNEY" }
FROM FUND 110 "GENERAL FUND" }
UNALLOCATED RESERVES FOR \$46,000 }
IN LEGAL SERVICES RELATED TO }
FINALIZING FY 2019/20 LABOR }
NEGOTIATIONS, \$6,000 IN LEGAL }
SERVICES RELATED TO FY 2020/21 LABOR }
NEGOTIATIONS, AND \$5,000 IN LEGAL }
SERVICES RELATED TO HANDLING TAPO }
GRIEVANCE FILED ON FEBRUARY 21, 2020 }
_____ }

WHEREAS, the City Council engaged the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator on behalf of the City of Turlock for collective bargaining processes during FY 2017/18, FY 2018/19, and FY 2019/20; and

WHEREAS, on June 30, 2019, the MOUs and/or SOBs for all six collective bargaining groups expired and the City negotiated with all six bargaining groups and reached one-year term agreements with four of the six bargaining groups that were ratified by Council on November 12, 2019 and implemented the City of Turlock's last, best, and final offer to the other two remaining bargaining groups that were ratified by Council on February 11, 2020; and

WHEREAS, due to the successful outcome of collective bargaining processes during FY 2017/18, FY 2018/19, and FY 2019/20, staff recommends that Council continue engaging the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator on behalf of the City of Turlock to begin labor negotiations for FY 2020/2021 which commenced in May of 2020; and

WHEREAS, the City has engaged the law firm of Atkinson, Andelson, Loya, Ruud & Romo to defend the City related to the Unfair Practice Charge filed with the Public Employee Relations Board by the Turlock Firefighters Local #2434; and

WHEREAS, the City has engaged the law firm of Atkinson, Andelson, Loya, Ruud & Romo to defend the City related to the TAPO Grievance filed on February 21, 2020; and

WHEREAS, by separate action, the Council authorized the continued engagement of the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as lead negotiator for the City of Turlock for completion of the FY 2019/20 labor negotiations and commencement of the FY 2020/21 labor negotiations with all six of the collective bargaining units recognized by the City of Turlock, for legal services related to handling PERB Unfair Practice Charge No. SA-CE-1114-M (Fire), and handling TAPO Grievance filed on February 21, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$57,000 to account number 110-10-109.43010 "Contract Attorney" from Fund 110 "General Fund" unallocated reserves for legal services related to:

1. \$46,000 to compensate Atkinson, Andelson, Loya, Ruud, & Romo for finalizing FY 2019/20 labor negotiations, and;
2. \$6,000 for commencement of FY 2020/2021 labor negotiations with Turlock Firefighters Local #2434, Turlock Associated Police Officers, Turlock City Employees Association, Turlock Management Association – Public Safety, Confidential Employee Group, and Unrepresented Management Group, and;
3. \$5,000 for handling TAPO Grievance filed on February 21, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of June, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

PUBLIC HEARING

ITEM 8A

“Council direction regarding a Sales Tax Measure
for the November 2020 Ballot”

**THE ASSOCIATED
DOCUMENT(S) FOR
THIS ITEM WILL BE
PROVIDED UNDER
SEPARATE COVER.**