

City Council Meeting Agenda

July 12, 2022

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Amy Bublak

Council Members
Nicole Larson
Andrew Nosrati
Rebecka Monez
Pam Franco
Vice Mayor

City Manager
Reagan M. Wilson
City Clerk
Julie Christel
City Attorney
George A. Petrulakis

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed five (5) 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.

CALL TO ORDER SALUTE TO THE FLAG ROLL CALL DECLARATION OF CONFLICTS

1. 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.

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

A. Presentation – Jefferey Lewis, Legacy Health Endowment (LHE)

3. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JULY 12, 2022**

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

5. CONSENT CALENDAR

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

- A. Resolution: Accepting Weekly Demands of June 23, 2022 in the amount of \$4,470,906.24 and June 30, 2022 in the amount of \$919,866.03
- B. Resolution: Approving an Agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services and the Public Works Departments, without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(2), in the amount of \$112,575.00 for the first year; and \$67,575.00 each year thereafter for a total not to exceed \$421,162.50, which includes a 10% contingency over the five (5) year term of the Agreement if all renewal periods are exercised
- C. Motion: Approving an Agreement with Confluence Engineering Group LLC in accordance with TMC Section 2-7-08 (b)(3) for professional services for flushing and swabbing support, Distribution System PRS Station sampling and Sentinel Monitoring support, regulatory compliance support, customer communications development support, Unregulated Contaminant Monitoring Rule (UCMR) Sampling support for the Municipal Services Department, for a period of three (3) years, with an option to extend the Agreement for two (2) additional one-year terms, in an annual amount not to exceed \$750,000 over the five (5) year term of the agreement, if all renewal periods are exercised
- D. Resolution: Approving the revisions to the job descriptions for the Emergency Services Dispatchers Series
- E. Resolution: Initiating proceedings for the formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and directing the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development
- F. 1) Motion: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School
2) Resolution: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School

6. FINAL READINGS

7. PUBLIC HEARINGS

8. ACTION ITEMS

- A. Request to accept the Master Property Tax Revenue Agreement between the City of Turlock and the County of Stanislaus; and authorize the City Manager to execute the Master Property Tax Revenue Agreement on behalf of the City of Turlock (*Wilson*)

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JULY 12, 2022**

Recommended Action: Resolution: Accept the Master Property Tax Revenue Agreement between the City of Turlock and the County of Stanislaus; and authorizing the City Manager to execute the Master Property Tax Revenue Agreement on behalf of the City of Turlock

9. 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.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

A. Conference with Labor Negotiators - California Government Code §54957.6(a)

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

Agency Designated Representative: Deputy City Manager Sarah Eddy

Employee Organization: Turlock Management Association – Public Safety

Employee Organization: Turlock Firefighters Association – Local 2434

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

Agenda Item 2A

Presentation
Legacy Health Endowment (LHE)

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
134344	06/22/2022	Open			Utility Management Refund	ADAMS, CAITLIN	\$127.11		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		237868-012	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$127.11		
134345	06/22/2022	Open			Utility Management Refund	ANVIEH, ROMEL	\$61.61		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		213667-009	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$61.61		
134346	06/22/2022	Open			Utility Management Refund	CARR, ROBERT	\$425.90		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		720747-002	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$425.90		
134347	06/22/2022	Open			Utility Management Refund	DAVID, SAM	\$146.22		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		633607-003	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$146.22		
134348	06/22/2022	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$118.86		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001295-001	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$118.86		
134349	06/22/2022	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$124.66		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001297-001	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$124.66		
134350	06/22/2022	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$90.48		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001296-001	MOVE-OUT CREDIT	06/21/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$90.48		
134351	06/22/2022	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$109.61		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001299-001	MOVE-OUT CREDIT	06/21/2022	Refund			

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134352	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$109.61		
	06/22/2022	Open			Utility Management Refund	FITZGERALD, DONNA	\$279.31		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		T00127-007	MOVE-OUT CREDIT	06/21/2022	Refund			
134353	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$279.31		
	06/22/2022	Open			Utility Management Refund	HARRINGTON, SARAH	\$265.08		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		204285-006	MOVE-OUT CREDIT	06/21/2022	Refund			
134354	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$265.08		
	06/22/2022	Open			Utility Management Refund	KALLU, JACK	\$361.65		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		197645-009	MOVE-OUT CREDIT	06/21/2022	Refund			
134355	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$361.65		
	06/22/2022	Open			Utility Management Refund	LEE, STEVEN	\$541.48		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		203246-006	MOVE-OUT CREDIT	06/21/2022	Refund			
134356	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$541.48		
	06/22/2022	Open			Utility Management Refund	MONDADA, DESIRAE	\$118.83		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		471151-005	MOVE-OUT CREDIT	06/21/2022	Refund			
134357	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$118.83		
	06/22/2022	Open			Utility Management Refund	STINSON, TYRA, J	\$109.22		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		457973-004	MOVE-OUT CREDIT	06/21/2022	Refund			
134358	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$109.22		
	06/22/2022	Open			Utility Management Refund	TRAUT, ROBERT	\$28.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		202401-003	MOVE-OUT CREDIT	06/21/2022	Refund			
134359	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$28.00		
	06/23/2022	Open			Accounts Payable	ABS DIRECT INC	\$5,132.12		
	Invoice		Date	Description			Amount		
	94568		04/27/2022	UT STATEMENT - APR 22 2022 SE			\$2,516.06		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	94596		04/29/2022		UT STATEMENT - APR 26 2022 SW		\$2,616.06		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,710.71		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,710.71		
	420 - WATER				420.11000 (Cash)		\$1,710.70		
134360	06/23/2022	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$10,945.00		
	Invoice		Date	Description		Amount			
	2000624425		05/20/2022	New Water Mains Replacement Project # 1 - Mar 25- Apr 8, 2022		\$1,505.00			
	2000633333		06/03/2022	New Water Mains Replacement Project # 1 - May 13- Jun 3, 2022		\$9,440.00			
	Paying Fund				Cash Account	Amount			
	420 - WATER			420.11000 (Cash)		\$10,945.00			
134361	06/23/2022	Open			Accounts Payable	AFLAC	\$3,430.82		
	Invoice		Date	Description		Amount			
	537342		06/21/2022	INDIVIDUAL JUNE 2022		\$3,430.82			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,430.82			
134362	06/23/2022	Open			Accounts Payable	AIRGAS NCN	\$351.22		
	Invoice		Date	Description		Amount			
	9126544426		06/03/2022	Oxygen and Acetylene replacement		\$351.22			
	Paying Fund				Cash Account	Amount			
	420 - WATER			420.11000 (Cash)		\$351.22			
134363	06/23/2022	Open			Accounts Payable	AT&T / CALNET 3	\$5,183.90		
	Invoice		Date	Description		Amount			
	00018342203		06/12/2022	BAN #9391034901 (T1 LINE - 4-way split) (5/13/22- 6/12/22)		\$167.08			
	000018342061		06/12/2022	BAN#9391034847 /City-wide system 2096682612957 (5/13/22-6/12/22)		\$726.92			
	000018342057		06/12/2022	BAN #9391034842 / PSF Phones 2096323265 (5/13/22-6/12/22)		\$511.54			
	MULTI 6/23/22		06/12/2022	Multiple COT accounts paid on 6/23/22 (MAY - JUN 2022)		\$3,778.36			
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)		\$4,291.30			
	205 - Sports Facilities			205.11000 (Cash)		\$38.42			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$4.43			
	246 - Landscape Assessment			246.11000 (Cash)		\$4.43			
	255 - CDBG			255.11000 (Cash)		\$11.36			
	405 - Building			405.11000 (Cash)		\$79.41			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$235.83			
	420 - WATER			420.11000 (Cash)		\$129.12			
	426 - Transit			426.11000 (Cash)		\$174.17			
	501 - Information Technology			501.11000 (Cash)		\$148.45			
	502 - Engineering			502.11000 (Cash)		\$31.52			
	505 - Fleet			505.11000 (Cash)		\$35.46			
134364	06/23/2022	Open			Accounts Payable	AT&T MOBILITY	\$40.73		
	Invoice		Date	Description		Amount			
	7796X06162022		06/08/2022	992507796 / PD-IT Line		\$40.73			

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	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$40.73		
134365	06/23/2022	Open			Accounts Payable	AT&T/SBC	\$33.97		
	Invoice		Date	Description			Amount		
	PD 6/7/22		06/07/2022	Acct# 234 371-3447 543 0/ Police Dept			\$33.97		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$33.97		
134366	06/23/2022	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$28.25		
	Invoice		Date	Description			Amount		
	01-203043		06/09/2022	TR302 RAD PATCH			\$28.25		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$28.25		
134367	06/23/2022	Open			Accounts Payable	BAUER COMPRESSORS INC	\$1,647.68		
	Invoice		Date	Description			Amount		
	0000293487		05/25/2022	2022 ANNUAL PM			\$1,647.68		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,647.68		
134368	06/23/2022	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$5,374.15		
	Invoice		Date	Description			Amount		
	69130		05/01/2022	SR01, CP #20-043 WQCF Equip. Bays - 4/4/22 - 5/1/22			\$232.60		
	69132		05/01/2022	SR01, CP #20-042,WQCP Security Fencing 4/4/22 - 5/1/22			\$2,899.04		
	69131		05/01/2022	SR01, CP #20-041, WQCF Shade Structures 4/4/22 - 5/1/22			\$2,242.51		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,374.15		
134369	06/23/2022	Open			Accounts Payable	BONANDER TRUCKS	\$293.93		
	Invoice		Date	Description			Amount		
	259121		06/06/2022	TRA15-1038PPP			\$270.00		
	873388		03/05/2022	CLAMP			\$23.93		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$23.93		
	426 - Transit				426.11000 (Cash)		\$270.00		
134370	06/23/2022	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$247.79		
	Invoice		Date	Description			Amount		
	06152022VALADEZ		06/17/2022	6-15-22 PAYROLL WITHHOLDING FOR ACCT# 100-036551			\$247.79		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$247.79		
134371	06/23/2022	Open			Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION	\$125.00		
	Invoice		Date	Description			Amount		
	302910		11/17/2021	LEGISLATIVE IMPACT COURSE-PARMLEY			\$125.00		
	Paying Fund				Cash Account		Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$125.00		
134372	06/23/2022	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$1,483.61		
	Invoice		Date		Description		Amount		
	240556		06/09/2022		NOTICE TO APPEAR FORMS		\$1,483.61		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,483.61		
134373	06/23/2022	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$9,743.00		
	Invoice		Date		Description		Amount		
	71784		05/06/2022		ANIMAL SVS HVAC REPLACEMENT		\$9,743.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$9,743.00		
134374	06/23/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$250.97		
	Invoice		Date		Description		Amount		
	0000051061122		06/11/2022		8203 13 680 0000051 / City Hall (TV service)		\$250.97		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$46.80		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$32.16		
	420 - WATER				420.11000 (Cash)		\$32.16		
	501 - Information Technology				501.11000 (Cash)		\$139.85		
134375	06/23/2022	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$275.37		
	Invoice		Date		Description		Amount		
	5110721399		06/02/2022		MEDICAL SUPPLIES FOR LAB		\$15.74		
	5110721363		06/02/2022		MEDICAL SUPPLIES FOR FLEET		\$44.09		
	5110721308		06/02/2022		MEDICAL SUPPLIES OFR MECH & ELEC		\$65.57		
	8110721314		06/02/2022		MEDICAL SUPPLIES FOR WATER		\$70.40		
	5110721356		06/02/2022		MEDICAL SUPPLIES FOR OPS		\$79.57		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$160.88		
	420 - WATER				420.11000 (Cash)		\$70.40		
	505 - Fleet				505.11000 (Cash)		\$44.09		
134376	06/23/2022	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$14,726.00		
	Invoice		Date		Description		Amount		
	31542877		05/31/2022		CLARK PEST CONTROL - GOPHER CONTROL		\$9,333.00		
	31544816		05/26/2022		CLARK ESSENTIAL CLEAN COVID		\$170.00		
	31543849		05/31/2022		CLARK ESSENTIAL CLEAN COVID		\$170.00		
	31544791		05/26/2022		CLARK ESSENTIAL CLEAN COVID		\$170.00		
	MW-5-22		05/01/2022		WEED CONTROL SERVICES - MAY 2022		\$3,293.00		
	MP-5-22		05/01/2022		MONTHLY PEST CONTROL SERVICES - MAY 2022		\$1,590.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$860.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$303.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$12,603.00		
	420 - WATER				420.11000 (Cash)		\$755.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		

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From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134377	06/23/2022	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,945.50		
	Invoice		Date	Description		Amount			
	87143		05/23/2022	MAY 9 -MAY 23 2022 CITY OF TURLOCK 2022		\$269.25			
	87228		05/31/2022	HMBP UPDATES MAY 1- MAY 31 2022 CITY OF TURLOCK 2022		\$1,676.25			
	Paying Fund			HMBP UPDATES		Amount			
	410 - WATER QUALITY CONTROL (WQC)			Cash Account		Amount			
				410.11000 (Cash)		\$1,945.50			
134378	06/23/2022	Open			Accounts Payable	Core & Main LP	\$362.11		
	Invoice		Date	Description		Amount			
	P968777		03/15/2022	PURCHASE OF THREE-INCH (3") AND LARGER ULTRASONIC WATER METERS		\$362.11			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$362.11			
134379	06/23/2022	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$79.00		
	Invoice		Date	Description		Amount			
	04-222914		06/06/2022	VEHICLE #4408		\$79.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$79.00			
134380	06/23/2022	Open			Accounts Payable	CRAIG SAFETY GROUP	\$3,187.50		
	Invoice		Date	Description		Amount			
	21997		05/31/2022	LOTO Development - May 2022		\$3,187.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,187.50			
134381	06/23/2022	Open			Accounts Payable	CRESCENT SURPLUS INC	\$511.71		
	Invoice		Date	Description		Amount			
	065886		06/01/2022	IMELDA SUAREZ, Name Bar		\$19.41			
	D42978		05/24/2022	RYAN EVERETT, FLEX PANTS		\$88.46			
	X29748		06/03/2022	RYAN EVERETT, FLEX PANT		\$88.46			
	065348		03/03/2022	MANUEL AYALA, FLEX PANT, TIE BAR, CAP		\$315.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$511.71			
134382	06/23/2022	Open			Accounts Payable	CRIME GUARD INC	\$1,401.60		
	Invoice		Date	Description		Amount			
	24202		04/29/2022	DONNELLY PARK SURVEILLANCE 4/1/22-4/30/22		\$1,401.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,401.60			
134383	06/23/2022	Open			Accounts Payable	CUMMINS PACIFIC LLC	\$1,835.95		
	Invoice		Date	Description		Amount			
	Y9-37924		05/19/2022	CREDIT MEMO FOR INV Y9-37811		(\$227.65)			
	Y9-28894		04/12/2022	CREDIT MEMO FOR INV Y9-15475		(\$177.58)			
	Y9-15475		02/15/2022	HEAD, LUB OIL FILTER		\$177.58			
	Y9-37655		05/18/2022	CREDIT MEMO FOR INV Y9-37487		(\$227.65)			
	Y9-37811		05/19/2022	VEHICLE 1065		\$227.65			
	Y9-37487		05/18/2022	VEHICLE 1065		\$227.65			
	Y9-22307		03/15/2022	TRA19-1064PP		\$1,835.95			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,835.95			

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134384	06/23/2022	Open			Accounts Payable	DELL MARKETING LP	\$1,425.52		
	Invoice		Date	Description		Amount			
	10587277872		05/27/2022	2 QTY 27" Monitor for Payroll		\$900.16			
	10590429428		06/09/2022	Dell 32 USB-C Monitor - P3221D for Muni		\$525.36			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$900.16			
	420 - WATER			420.11000 (Cash)		\$525.36			
134385	06/23/2022	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$18,589.00		
	Invoice		Date	Description		Amount			
	202000891-1		05/31/2022	MAY 2022 MAINTENANCE		\$18,589.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$464.75			
	116 - Special Public Safety			116.11000 (Cash)		\$15,336.74			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$697.00			
	420 - WATER			420.11000 (Cash)		\$697.01			
	426 - Transit			426.11000 (Cash)		\$928.75			
	505 - Fleet			505.11000 (Cash)		\$464.75			
134386	06/23/2022	Open			Accounts Payable	DOCUSCRIPT, LLC	\$1,447.60		
	Invoice		Date	Description		Amount			
	1911		05/31/2022	MAY 2022 DICTATION		\$1,447.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,447.60			
134387	06/23/2022	Open			Accounts Payable	ELECSYS INTERNATIONAL, LLC dba Lindsay	\$30.00		
	Invoice		Date	Description		Amount			
	SIP-E156929		05/20/2022	NEW UNITS MAY 2022 SAT DATA SERVICES		\$30.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$30.00			
134388	06/23/2022	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	\$1,782.74		
	Invoice		Date	Description		Amount			
	94263689		06/03/2022	ArcGIS Desktop Basic Single Use Perpetual Lic. and Maintenance		\$1,782.74			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,782.74			
134389	06/23/2022	Open			Accounts Payable	FALANY FENCE COMPANY	\$1,889.00		
	Invoice		Date	Description		Amount			
	14587		06/03/2022	FENCE REPAIRS - CHRISTOFFERSEN AND SHADY OAK		\$1,889.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,889.00			
134390	06/23/2022	Open			Accounts Payable	FASTENAL COMPANY INC	\$36.20		
	Invoice		Date	Description		Amount			
	CATUR180819		05/04/2022	PART #1138683		\$36.20			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$36.20			

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134391	06/23/2022	Open			Accounts Payable	FEDERAL EXPRESS	\$91.70		
	Invoice		Date	Description		Amount			
	7-791-46646		06/17/2022	SHIPPING CHARGES 6/17/22		\$91.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$91.70			
134392	06/23/2022	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$294.37		
	Invoice		Date	Description		Amount			
	085639		06/03/2022	SAFETY EYEWEAR SMOKE EYES		\$22.81			
	085622		06/03/2022	NITRILE BLACK GLOVES		\$271.56			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$294.37			
134393	06/23/2022	Open			Accounts Payable	GARTON TRACTOR INC	\$53.93		
	Invoice		Date	Description		Amount			
	CT13079		06/08/2022	PK01-4101		\$53.93			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$53.93			
134394	06/23/2022	Open			Accounts Payable	GCR TIRES & SERVICE	\$994.43		
	Invoice		Date	Description		Amount			
	858-49440		05/20/2022	Tires		\$994.43			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$994.43			
134395	06/23/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,927.60		
	Invoice		Date	Description		Amount			
	I2E1601		05/16/2022	DOWNTOWN PCE REMEDIATION		\$1,494.00			
	I2E1808		05/18/2022	1,2,3 TCP WELL SAMPLING		\$2,281.01			
	I2E0330		05/03/2022	MONTHLY WASTEWATER SAMPLES		\$54.50			
	I2E0501		05/05/2022	MONTHLY WASTEWATER SAMPLES		\$98.09			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$152.59			
	420 - WATER			420.11000 (Cash)		\$3,775.01			
134396	06/23/2022	Open			Accounts Payable	GILLIG LLC	\$189.67		
	Invoice		Date	Description		Amount			
	40927143		06/06/2022	TRA19-1064PP		\$189.67			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$189.67			
134397	06/23/2022	Open			Accounts Payable	GOMES PROPANE	\$234.19		
	Invoice		Date	Description		Amount			
	12162		05/02/2022	GOMES - PROPANE FOR STREETS		\$97.02			
	12168		05/09/2022	GOMES - PROPANE FOR STREETS		\$56.04			
	12171		05/16/2022	GOMES - PROPANE FOR STREETS		\$81.13			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$234.19			
134398	06/23/2022	Open			Accounts Payable	GRAINGER INC, W W	\$263.77		
	Invoice		Date	Description		Amount			
	9255410509		06/14/2022	Transport Drum Closed Head 55 GAL		\$263.77			

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$263.77		
134399	06/23/2022	Open			Accounts Payable	HACH COMPANY	\$15,200.14		
	Invoice			Date	Description		Amount		
	12905130			02/25/2022	External USB box NA GSM		\$1,085.20		
	2198948			04/29/2022	CREDIT MEMO FOR INV #12905130		(\$1,085.20)		
	12982574			04/13/2022	ANNUAL SUBSCRIPTION		\$1,350.00		
	12987559			04/15/2022	LOW RANGE LASER TURBIDIMETER WITH FLOW SENSOR		\$13,850.14		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,200.14		
134400	06/23/2022	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD, DBA USABUEBOOK	\$2,945.88		
	Invoice			Date	Description		Amount		
	990647			05/25/2022	STABLCAL AMPULE CA KIT FOR 2100Q		\$313.55		
	987449			05/23/2022	LAB SUPPLIES		\$29.99		
	989105			05/24/2022	ALKALINE IODIDE AZIDE REAGENT 500ML		\$43.19		
	978484			05/13/2022	TUNGSTEN LAMP		\$399.86		
	981331			05/17/2022	LAB SUPPLIES		\$1,895.19		
	005627			06/08/2022	LAB SUPPLIES		\$264.10		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,632.33		
	420 - WATER			420.11000 (Cash)			\$313.55		
134401	06/23/2022	Open			Accounts Payable	HILMAR READY MIX	\$506.62		
	Invoice			Date	Description		Amount		
	11556			06/06/2022	DIANE STORM POND		\$209.96		
	11526			05/20/2022	1096 S ORANGE		\$89.54		
	11553			06/06/2022	DIANE STORM POND		\$139.97		
	11479			04/22/2022	1141 COLORADO		\$67.15		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$417.08		
	420 - WATER			420.11000 (Cash)			\$89.54		
134402	06/23/2022	Open			Accounts Payable	HONDA KAWASAKI OF MODESTO	\$307.98		
	Invoice			Date	Description		Amount		
	582745			04/21/2022	GLOVE & GORETEX		\$307.98		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$307.98		
134403	06/23/2022	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$8,674.84		
	Invoice			Date	Description		Amount		
	CINV-110506			05/31/2022	SRWA - Phase III Environmental Work for 2021-22 for Apr&May 2022		\$8,674.84		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$8,674.84		
134404	06/23/2022	Open			Accounts Payable	IDEXX LABORATORIES INC	\$1,003.80		
	Invoice			Date	Description		Amount		
	317947591			06/06/2022	LAB SUPPLIES		\$535.39		
	3107993969			06/07/2022	LAB SUPPLIES		\$468.41		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,003.80		
134405	06/23/2022	Open			Accounts Payable	INTERSTATE SALES INC	\$15,066.72		
	Invoice		Date	Description			Amount		
	10729		06/14/2022	INTERSTATES SALES - TRAFFIC PAINT SUPPLIES			\$15,066.72		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$4,068.02		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$10,998.70		
134406	06/23/2022	Open			Accounts Payable	IRONHOUSE SANITARY DISTRICT	\$2,713.45		
	Invoice		Date	Description			Amount		
	1137		02/15/2022	Western Recycled Water Coalition Cost Sharing 2022			\$2,713.45		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,713.45		
134407	06/23/2022	Open			Accounts Payable	Jared Temujin Carrillo DBA JTConsulting	\$1,750.00		
	Invoice		Date	Description			Amount		
	2022-04		05/31/2022	May 2022 Consulting Services			\$1,750.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,750.00		
134408	06/23/2022	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,471.66		
	Invoice		Date	Description			Amount		
	July 2022		06/16/2022	MOBILE HOME RENT SUBSIDY PROGRAM - JULY 2022			\$1,471.66		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,471.66		
134409	06/23/2022	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$1,968.75		
	Invoice		Date	Description			Amount		
	50737660		06/01/2022	RMS / CentralSquare OnBase Integration Updates			\$1,968.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,968.75		
134410	06/23/2022	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$499.28		
	Invoice		Date	Description			Amount		
	July 2022		06/16/2022	MOBILE HOME RENT SUBSIDY PROGRAM - JULY 2022			\$499.28		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$499.28		
134411	06/23/2022	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$1,038.69		
	Invoice		Date	Description			Amount		
	35587079		05/25/2022	MARTIN MARIETTA - ASPHALT			\$92.41		
	35587161		05/25/2022	MARTIN MARIETTA - ASPHALT			\$86.25		
	35631677		05/31/2022	MARTIN MARIETTA - ASPHALT			\$86.25		
	35702790		06/06/2022	MARTIN MARIETTA - ASPHALT			\$87.82		
	35753622		06/09/2022	MARTIN MARIETTA - ASPHALT			\$79.97		
	35769570		06/10/2022	MARTIN MARIETTA - ASPHALT			\$331.52		
	35787385		06/13/2022	MARTIN MARIETTA - ASPHALT			\$90.97		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	35806532		06/14/2022		MARTIN MARIETTA - ASPHALT		\$87.82		
	35821858		06/15/2022		MARTIN MARIETTA - ASPHALT		\$95.68		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$798.01		
	246 - Landscape Assessment				246.11000 (Cash)		\$8.62		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$232.06		
134412	06/23/2022	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$576.07		
	Invoice		Date		Description		Amount		
	66862		04/25/2022		CHANGE MAIN ENTRY DOOR		\$576.07		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$576.07		
134413	06/23/2022	Open			Accounts Payable	Mountain Cascade, Inc.	\$4,053,021.10		
	Invoice		Date		Description		Amount		
	PP7/CP#18-69		05/31/2022		18-69 Surface Water Dist. System Improvements		\$4,053,021.10		
					5/1/22-5/31/22				
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$4,053,021.10		
134414	06/23/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$156.52		
	Invoice		Date		Description		Amount		
	784746		06/01/2022		PART #FM90		\$55.53		
	784975		06/06/2022		ST06-7053		\$30.39		
	784965		06/06/2022		ST06-7053		\$70.60		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$100.99		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$55.53		
134415	06/23/2022	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$700.86		
	Invoice		Date		Description		Amount		
	8577-380504		06/08/2022		TRA15-1038PPP		\$118.24		
	8577-380451		06/07/2022		CREDIT FOR INV #380220		(\$9.15)		
	8577-380499		06/08/2022		TRA15-1038PPP		\$51.85		
	8577-379953		05/31/2022		XBO SAS5152		\$40.50		
	8577-380220		06/03/2022		VEHICLE 860		\$9.15		
	8577-380098		06/02/2022		AD06-0419		\$15.76		
	8577-380084		06/02/2022		BEP 8DVT		\$220.54		
	8577-380296		06/06/2022		NOTE 7053		\$3.02		
	8577-380295		06/06/2022		NOTE 7053		\$7.05		
	8577-380197		06/03/2022		VEHICLE 0419		\$14.11		
	8577-380438		06/07/2022		ST17-7167		\$152.52		
	8577-380449		06/07/2022		POL16-1302		\$77.27		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$117.77		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$162.59		
	246 - Landscape Assessment				246.11000 (Cash)		\$29.87		
	426 - Transit				426.11000 (Cash)		\$390.63		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134416	06/23/2022	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$7,638.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	20016		05/31/2022		SR01, 17-53 Golden State Blvd Rehabilitation - 5/31/22		\$7,638.38		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$7,638.38		
134417	06/23/2022	Open			Accounts Payable	NVB EQUIPMENT INC	\$859.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	HI46811		06/02/2022		VEHICLE 1050PPP		\$248.69		
	SH59452		05/27/2022		PARTS 07875		\$610.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$859.19		
134418	06/23/2022	Open			Accounts Payable	P G & E	\$14,206.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	701 WLNT 6/11/22		06/11/2022		6224543828-8 / 701 S Walnut Rd		\$57.42		
	CNG 6/11/22		06/11/2022		8466606707-3 / 901 S Walnut Rd CNG		\$8,127.32		
	WLNT #A 6/11/22		06/11/2022		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$1,709.70		
	FIRE#4 6/12/22		06/12/2022		7556584382-0 / 2820 N Walnut-Fire #4		\$45.60		
	PSF 6/11/22		06/11/2022		8391988340-1 / 244 N Broadway-PSF		\$4,226.63		
	TRANSIT2 6/11/22		06/11/2022		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$18.82		
	TRANSIT1 6/11/22		06/11/2022		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$20.94		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$4,272.23		
	426 - Transit				426.11000 (Cash)		\$1,749.46		
	505 - Fleet				505.11000 (Cash)		\$8,184.74		
134419	06/23/2022	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$1,391.82		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	057730536		06/03/2022		Pipe and Pipe Fittings		\$1,391.82		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,391.82		
134420	06/23/2022	Open			Accounts Payable	PRESENTATION PRODUCTS INC	\$10,617.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	142875		05/05/2022		PRESENTATION PRODUCTS - SPINITAR - PERFECTA PRINTER		\$10,617.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,516.20		
	270 - Recreation Grants				270.11000 (Cash)		\$9,101.78		
134421	06/23/2022	Open			Accounts Payable	PRESSURE WASHER CENTER INC DBA PACIFIC BAY EQUIP., SERVICE & SALES	\$22,993.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	86095		05/16/2022		HOTSY PRESSURE WASHER		\$22,993.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$22,993.99		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134422	06/23/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$104,646.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	92349		04/30/2022		Indoor Air Sampling #1 - April 2022		\$11,534.77		
	92676		04/30/2022		PCE Monitoring 2020-2022 Prop 1 planning & design - April 2022		\$93,111.36		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$104,646.13		
134423	06/23/2022	Open			Accounts Payable	REED INC, GEORGE	\$508.41		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	100270227		06/01/2022		REED - ASPHALT FOR STREETS		\$106.45		
	100270357		06/02/2022		REED - ASPHALT FOR STREETS		\$197.18		
	100270755		06/07/2022		REED - ASPHALT FOR STREETS		\$96.92		
	100271580		06/15/2022		REED - ASPHALT FOR STREETS		\$107.86		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$370.38		
	246 - Landscape Assessment				246.11000 (Cash)		\$138.03		
134424	06/23/2022	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$14,894.80		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	15009.1		05/31/2022		NPDES ON CALL ASSISTANCE - TASK 1 GENERAL ON CALL THROUGH5/15/22		\$9,373.25		
	15009.3		05/31/2022		NPDES ON CALL ASSISTANCE - TID RECYCLED WATER DISCHARGE 5/15/22		\$867.75		
	15009.4.1		05/31/2022		NPDES ON CALL ASSISTANCE - DMC THM STUDY THROUGH 5/15/22		\$2,126.55		
	15009.4.2		05/31/2022		NPDES ON CALL ASSISTANCE DMC THM STUDY SAMPLING 5/15/22		\$2,216.00		
	15009.4.4		05/31/2022		NPDES ON CALL ASSISTANCE - DMC THM PROJECT MANAGEMENT 5/15/22		\$311.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$14,894.80		
134425	06/23/2022	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,475.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	20155		03/30/2022		POLICE-PRE-EMPLOYMENT SCREENING		\$475.00		
	20355		05/27/2022		FIRE - JUNE 2022 CONTRACT		\$1,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,475.00		
134426	06/23/2022	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$4,229.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3028057459		06/08/2022		REF #35236032		\$493.70		
	3028044007		06/08/2022		REF #35239574		\$315.01		
	3028052034		06/08/2022		REF 35220497		\$886.86		
	3028022420		06/06/2022		REF 35170396		\$242.13		
	3027997030		06/03/2022		VEHICLE 624		\$1,382.46		
	3028006597		06/07/2022		REF #35179762		\$320.45		
	3027976041		06/02/2022		VEHICLE #1143		\$259.38		
	3027958709		06/02/2022		VEHICLE 624		\$329.79		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134434	06/23/2022	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$155.00		
	Invoice		Date	Description			Amount		
	1123354		05/31/2022	STATION #1 - LOOSE STUD ON TOILET			\$155.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$155.00		
134435	06/23/2022	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC	\$1,350.00		
	Invoice		Date	Description			Amount		
	24605-46287		05/20/2022	Verification of (6) Mag 5100W			\$1,350.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,350.00		
134436	06/23/2022	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$9,360.00		
	Invoice		Date	Description			Amount		
	349308		03/25/2022	PUBLIC SAFETY PROJECT			\$9,360.00		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$9,360.00		
134437	06/23/2022	Open			Accounts Payable	TURLOCK JOURNAL	\$6.00		
	Invoice		Date	Description			Amount		
	311311		05/31/2022	Military Equipment Ordinance Summary - Online ad only			\$6.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6.00		
134438	06/23/2022	Open			Accounts Payable	U-Rock Utility Equipment, Inc.	\$507.23		
	Invoice		Date	Description			Amount		
	676		06/03/2022	SP LIGHT GLASSES			\$507.23		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$507.23		
134439	06/23/2022	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$31,555.98		
	Invoice		Date	Description			Amount		
	50285064		06/02/2022	SODIUM HYPOCHLORITE			\$3,753.08		
	50251820		05/20/2022	SODIUM HYPOCHLORITE			\$3,746.04		
	50251821		05/20/2022	SODIUM HYPOCHLORITE			\$3,482.85		
	50268053		05/26/2022	SODIUM HYPOCHLORITE			\$3,637.09		
	50222550		05/10/2022	SODIUM HYPOCHLORITE			\$3,635.93		
	50278458		05/31/2022	SODIUM HYPOCHLORITE			\$3,482.40		
	50292416		06/06/2022	SODIUM HYPOCHLORITE			\$2,395.37		
	50303418		06/09/2022	SODIUM HYPOCHLORITE			\$3,790.85		
	50315007		06/14/2022	SODIUM HYPOCHLORITE			\$3,632.37		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$31,555.98		
134440	06/23/2022	Open			Accounts Payable	V & V MFG INC	\$521.39		
	Invoice		Date	Description			Amount		
	55096		05/26/2022	TPD BADGE REPAIRS			\$521.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$521.39		
134441	06/23/2022	Open			Accounts Payable	VERIZON WIRELESS	\$5,331.14		
	Invoice		Date	Description			Amount		
	9908024095		06/03/2022	POLICE MAY 04 - JUN 03			\$2,979.42		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9908024106		06/03/2022		972530635-00033 - TRANSIT (5/4 - 6/3/22)		\$235.29		
	9908024097		06/03/2022		972530635-00023 ENGINEERING (5/4 - 6/3/22)		\$774.26		
	9908024105		06/03/2022		972530635-00032 ELECTRICAL (5/4 - 6/3/22)		\$358.95		
	9908024099		06/03/2022		972530635-00025 HOUSING (5/4 - 6/3/22)		\$58.90		
	9908024103		06/03/2022		972530635-00030 WQC (5/4 - 6/3/22)		\$520.06		
	9908024104		06/03/2022		972530635-00031 - IT (5/4 - 6/3/22)		\$118.20		
	9908024098		06/03/2022		972530635-00024 BUILDING & PLANNING (5/4 - 6/3/22)		\$286.06		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,056.31		
	255 - CDBG				255.11000 (Cash)		\$58.90		
	405 - Building				405.11000 (Cash)		\$209.17		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$879.01		
	426 - Transit				426.11000 (Cash)		\$494.04		
	501 - Information Technology				501.11000 (Cash)		\$118.20		
	502 - Engineering				502.11000 (Cash)		\$515.51		
134442	06/23/2022	Open			Accounts Payable	VWR INTERNATIONAL INC	\$12,932.58		
	Invoice			Date	Description		Amount		
	8808528380			05/18/2022	Laboratory Supplies		\$180.19		
	8808706770			06/07/2022	Laboratory Supplies		\$313.97		
	8808644750			05/31/2022	Laboratory Supplies		\$47.06		
	8808598290			05/25/2022	SPECTROPHOTOMETER (LAB)		\$12,221.71		
	8808736017			06/06/2022	Laboratory Supplies		\$57.30		
	8808759367			06/10/2022	Laboratory Supplies		\$39.60		
	8808744927			06/09/2022	Laboratory Supplies		\$72.75		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,377.70		
	420 - WATER				420.11000 (Cash)		\$6,554.88		
134443	06/23/2022	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$4,423.75		
	Invoice			Date	Description		Amount		
	00339.10-3			04/30/2022	NPDES Permit Compliance Services through 4/30/22		\$4,423.75		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,423.75		
134444	06/23/2022	Open			Accounts Payable	WARDEN'S OFFICE INC	\$26.23		
	Invoice			Date	Description		Amount		
	2079380-0			06/10/2022	Name Plate - Dale Goodman		\$26.23		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$13.11		
	420 - WATER				420.11000 (Cash)		\$13.12		
134445	06/23/2022	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,105.29		
	Invoice			Date	Description		Amount		
	July 2022			06/16/2022	MOBILE HOME RENT SUBSIDY PROGRAM - JULY 2022		\$1,105.29		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,105.29		
134446	06/23/2022	Open			Accounts Payable	WEXBANK	\$224.07		
	Invoice			Date	Description		Amount		
	81460273			06/15/2022	SHELL FUEL 6-15-22 STATEMENT		\$224.07		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$224.07		
134447	06/23/2022	Open			Accounts Payable	BARRETT CONSTRUCTION	\$174.00		
	Invoice		Date	Description			Amount		
	GP 19-042G		06/19/2022	REFUND DUST SECURITY 19-042G 3530 LIBERTY SQUARE PKWY			\$174.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$174.00		
134448	06/23/2022	Open			Accounts Payable	CENTRAL VALLEY FIRE PROTECTION, INC	\$66.79		
	Invoice		Date	Description			Amount		
	22-11670		05/25/2022	FIRE SPRINKLER HEADS			\$66.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$66.79		
134449	06/23/2022	Open			Accounts Payable	Christel, Julie	\$91.96		
	Invoice		Date	Description			Amount		
	Raley's Refund		06/10/2022	Supplies for Dale G's Welcome Party			\$91.96		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$91.96		
134450	06/23/2022	Open			Accounts Payable	Dusel, Joseph	\$120.00		
	Invoice		Date	Description			Amount		
	TR 4688 Per Diem		06/17/2022	Assertive Supervision - Sonora - 6/21 to 6/24			\$120.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$120.00		
134451	06/23/2022	Open			Accounts Payable	HACKBARTH, PAUL	\$20.00		
	Invoice		Date	Description			Amount		
	6/2/22		06/02/2022	TRAINING - LUNCH REIMBURSEMENT			\$20.00		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$20.00		
134452	06/23/2022	Open			Accounts Payable	HOLEMAN, RUSSELL	\$600.00		
	Invoice		Date	Description			Amount		
	FY21/22-PROF DEV		05/17/2022	Professional Development FY 21/22			\$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$600.00		
134453	06/23/2022	Open			Accounts Payable	LEROY, RYAN	\$148.00		
	Invoice		Date	Description			Amount		
	TR 4691 Per Diem		06/13/2022	FIRE INSPECTOR 1A - FRESNO, CA - 7/19-7/21/22			\$148.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$148.00		
134454	06/23/2022	Open			Accounts Payable	LOMELI, MARTIN	\$20.00		
	Invoice		Date	Description			Amount		
	6/2/22		06/02/2022	TRAINING - LUNCH REIMBURSEMENT			\$20.00		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$20.00		
134455	06/23/2022	Open			Accounts Payable	ONATE, ANDREW	\$125.26		
	Invoice		Date	Description			Amount		
	0119008124		06/23/2022	CASH REQUEST CASE #0119008124			\$125.26		

Payment Register

From Payment Date: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$125.26		
134456	06/23/2022	Open			Accounts Payable	Pinney, Brittany	\$120.00		
	Invoice			Date	Description		Amount		
				06/17/2022	Assertive Supervision - Sonora - 6/21 to 6/24		\$120.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$120.00		
134457	06/23/2022	Open			Accounts Payable	ROGERS, WAYNE	\$20.00		
	Invoice			Date	Description		Amount		
				06/02/2022	TRAINING - LUNCH REIMBURSEMENT		\$20.00		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$20.00		
134458	06/23/2022	Open			Accounts Payable	TURLOCK PETROLEUM INC.	\$210.00		
	Invoice			Date	Description		Amount		
				06/19/2022	REFUND DUST SECURITY 19-016G 2219 LANDER AVE		\$210.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$210.00		
134459	06/23/2022	Open			Accounts Payable	Watson, Jason	\$120.00		
	Invoice			Date	Description		Amount		
				06/17/2022	Assertive Supervision - Sonora - 6/21 to 6/24		\$120.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$120.00		
134460	06/23/2022	Open			Accounts Payable	WITT, JOSEPH	\$200.21		
	Invoice			Date	Description		Amount		
				06/01/2022	BOOT ALLOWANCE		\$200.21		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$200.21		

Type Check Totals:
AP - Accounts Payable Totals

117 Transactions

\$4,470,906.24

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$4,470,906.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	117	\$4,470,906.24	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$4,470,906.24	\$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: 6/17/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	117	\$4,470,906.24	\$0.00	
Checks				Status	Count	Transaction Amount	Reconciled Amount		
				Open	117	\$4,470,906.24	\$0.00		
				Reconciled	0	\$0.00	\$0.00		
				Voided	0	\$0.00	\$0.00		
				Stopped	0	\$0.00	\$0.00		
				Total	117	\$4,470,906.24	\$0.00		
All				Status	Count	Transaction Amount	Reconciled Amount		
				Open	117	\$4,470,906.24	\$0.00		
				Reconciled	0	\$0.00	\$0.00		
				Voided	0	\$0.00	\$0.00		
				Stopped	0	\$0.00	\$0.00		
				Total	117	\$4,470,906.24	\$0.00		

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
134461	06/24/2022	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,125.35		
	Invoice		Date		Description		Amount		
	02F0033309543		06/06/2022		FACILITY MAINTENANCE 5/7/22 - 6/6/22		\$163.58		
	02F0033242389		06/06/2022		WASTE MGMT WATER TREATMENT 5/7/22 - 6/6/22		\$110.31		
	02F0033258518		06/06/2022		WATER RESOURCE BUILDING 5/7/22 - 6/6/22		\$111.94		
	02E0033242397		05/31/2022		ELECTRICAL MAINTENANCE 5/1/22 - 5/31/22		\$110.31		
	02F0033242363		06/06/2022		UTILITIES 5/7/22 - 6/6/22		\$518.90		
	02F0033242330		06/06/2022		MUNICIPAL SERVICES 5/7/22 - 6/6/22		\$110.31		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$81.79		
	246 - Landscape Assessment				246.11000 (Cash)		\$81.79		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$961.77		
134462	06/29/2022	Open			Utility Management Refund	ARMENDARIZ, MONICA	\$257.24		
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		880302-007		MOVE-OUT CREDIT	06/28/2022	Refund		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$3.93		
	420 - WATER				420.11000 (Cash)		\$253.31		
134463	06/29/2022	Open			Utility Management Refund	BOOTH, JERROL	\$225.00		
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		689467-001		MOVE-OUT CREDIT	06/28/2022	Refund		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$225.00		
134464	06/29/2022	Open			Utility Management Refund	COSGROVE, ERIC	\$64.35		
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		186775-012		MOVE-OUT CREDIT	06/28/2022	Refund		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$64.35		
134465	06/29/2022	Open			Utility Management Refund	DEMAS, MONICA	\$271.15		
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		68519-004		MOVE-OUT CREDIT	06/28/2022	Refund		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$2.78		
	420 - WATER				420.11000 (Cash)		\$268.37		
134466	06/29/2022	Open			Utility Management Refund	MATEO, JUSTIN	\$259.40		
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		231991-010		MOVE-OUT CREDIT	06/28/2022	Refund		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$3.16		
	420 - WATER				420.11000 (Cash)		\$256.24		

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134467	06/29/2022	Open			Utility Management Refund	PREUSS, BETTY	\$144.09		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		179671-004		MOVE-OUT CREDIT	06/28/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1.00		
	420 - WATER				420.11000 (Cash)		\$143.09		
134468	06/29/2022	Open			Utility Management Refund	RITE AID CORP-SITE #06019-01	\$805.33		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Commercial Metered		954535-001		MOVE-OUT CREDIT	06/28/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$805.33		
134469	06/30/2022	Open			Accounts Payable	A-Z BUS SALES INC	\$196,052.42		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	01B106569		06/21/2022		3 of 3 Arboc Spirit of Mobility Paratransit Buses		\$196,052.42		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$196,052.42		
134470	06/30/2022	Open			Accounts Payable	ABS DIRECT INC	\$1,236.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	93675		03/30/2022		City Wide Chlorination Project Flyer		\$1,236.04		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,236.04		
134471	06/30/2022	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$197.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6/18/22		06/18/2022		Monthly Internet Service -6/19/22-7/18/22		\$197.95		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	501 - Information Technology				501.11000 (Cash)		\$197.95		
134472	06/30/2022	Open			Accounts Payable	AT&T MOBILITY	\$296.58		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6865X06272022		06/19/2022		287307496865 / PD SIU Modem		\$43.23		
	4173X06272022		06/19/2022		287310834173 / SIM CARDS FOR WQC		\$253.35		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$43.23		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$253.35		
134473	06/30/2022	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$1,925.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5/31/2022		05/31/2022		SRWA - Legal Services for 2021-22 for May 2022		\$1,925.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA				950.11000 (Cash)		\$1,925.00		
134474	06/30/2022	Open			Accounts Payable	BONANDER TRUCKS	\$10,420.46		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12055IP		05/04/2022		IRON PANTHER DUMP TRAILER		\$10,420.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$10,420.46		

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134475	06/30/2022	Open			Accounts Payable	BURTON'S FIRE, INC	\$999.35		
			Date	Description		Amount			
			06/16/2022	PHO CHCEK FOAM GAL		\$999.35			
				Cash Account		Amount			
				110 - General Fund	110.11000 (Cash)	\$999.35			
134476	06/30/2022	Open			Accounts Payable	CAPITOL BARRICADE INC	\$723.46		
			Date	Description		Amount			
			06/14/2022	PENTECOST ASSOCIATION SPECIAL EVENT		\$723.46			
				Cash Account		Amount			
				110 - General Fund	110.11000 (Cash)	\$723.46			
134477	06/30/2022	Open			Accounts Payable	CCP Industries	\$660.85		
			Date	Description		Amount			
			06/09/2022	LAB SUPPLIES		\$660.85			
				Cash Account		Amount			
				420 - WATER	420.11000 (Cash)	\$660.85			
134478	06/30/2022	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,945.66		
			Date	Description		Amount			
			06/10/2022	WQC - AGGREGATE, ASPHALTIC CONCRETE, & RELATED MATERIALS		\$1,945.66			
				Cash Account		Amount			
				410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,945.66			
134479	06/30/2022	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$506.61		
			Date	Description		Amount			
			04/28/2022	REPAIR@FIRE#4 - AC NOT WORKING		\$506.61			
				Cash Account		Amount			
				110 - General Fund	110.11000 (Cash)	\$506.61			
134480	06/30/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$633.98		
			Date	Description		Amount			
			06/22/2022	8203 13 001 0465535 / Admin Internet-2014		\$84.98			
				INDEPENDENCE-D.LEWIS					
			06/23/2022	8203 13 005 0071896 / IT Internet-20453 3RD ST. - J.SOUSA		\$80.00			
			06/18/2022	8203 13 001 0461088 / City Hall		\$399.00			
			06/16/2022	8203 13 001 0703380 / IT Internet 1411 Shady LN		\$70.00			
				Cash Account		Amount			
				110 - General Fund	110.11000 (Cash)	\$84.98			
				501 - Information Technology	501.11000 (Cash)	\$549.00			
134481	06/30/2022	Open			Accounts Payable	CITY OF MODESTO	\$70,307.93		
			Date	Description		Amount			
			04/30/2022	FIRE ADMINISTRATIVE SERVICES - FEB, MAR, APR		\$70,307.93			
				Cash Account		Amount			
				110 - General Fund	110.11000 (Cash)	\$70,307.93			
134482	06/30/2022	Open			Accounts Payable	CNG Mechanical	\$3,128.00		
			Date	Description		Amount			
			06/22/2022	Troubleshoot compressor to stop all ESD faults		\$1,114.00			
			06/22/2022	Rewire relays and install new phoenix relays		\$2,014.00			
				Cash Account		Amount			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$3,128.00		
134483	06/30/2022	Open			Accounts Payable	COMMUNITY HOUSING SHELTER	\$1,587.69		
	Invoice		Date	Description		Amount			
	Draw 5 FY 21-22		06/14/2022	COMMUNITY HOUSING & SHELTER PUBLIC		\$1,587.69			
	Paying Fund			Cash Account		Amount			
	258 - Housing Stimulus Funds			258.11000 (Cash)		\$1,587.69			
134484	06/30/2022	Open			Accounts Payable	CRAIG SAFETY GROUP	\$1,745.00		
	Invoice		Date	Description		Amount			
	22002		06/19/2022	LOTO Development 5/23 - 6/1/22		\$1,745.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,745.00			
134485	06/30/2022	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,265.92		
	Invoice		Date	Description		Amount			
	65849		06/12/2022	Unarmed Security Services for Transit Center 6/6/22-6/12/22		\$3,265.92			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$3,265.92			
134486	06/30/2022	Open			Accounts Payable	CRIVELLI PROMOTIONAL ITEMS INC	\$2,172.50		
	Invoice		Date	Description		Amount			
	45408		05/26/2022	WQC - Hats		\$2,172.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,172.50			
134487	06/30/2022	Open			Accounts Payable	CSG CONSULTANTS INC	\$460.00		
	Invoice		Date	Description		Amount			
	F220427		05/31/2022	ANNUAL FIRE INSPECTIONS - MAY 2022		\$460.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$460.00			
134488	06/30/2022	Open			Accounts Payable	CULLIGAN INC	\$266.48		
	Invoice		Date	Description		Amount			
	5/31/22		05/31/2022	ACCT #180900 DE-IONIZED WATER FOR WQC LAB-JUN 2022		(\$89.52)			
	4/25/22		04/25/2022	ACCT #180900 DE-IONIZED WATER FOR WQC LAB-MAY 2022		\$356.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$266.48			
134489	06/30/2022	Open			Accounts Payable	CURTIS & SONS INC, L N	\$6,765.59		
	Invoice		Date	Description		Amount			
	INV605353		06/15/2022	GOGGLES, GLOVES		\$117.99			
	INV605352		06/15/2022	GLOVES - M, L, XL		\$2,491.14			
	INV605332		06/15/2022	BOOTS		\$584.73			
	INV605344		06/15/2022	HELMET		\$2,499.41			
	INV605355		06/15/2022	TURNOUT BAG		\$1,072.32			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,765.59			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134490	06/30/2022	Open			Accounts Payable	DELL MARKETING LP	\$6,542.73		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	10593253111		06/21/2022			Dell 27 Monitor P2723D and XPS 15 9510 Laptop	\$2,893.39		
	10593633363		06/22/2022			PowerEdge Server Upgrades and Extensions 1yr 6/20/22-6/20/23	\$455.20		
	10593633371		06/22/2022			PowerEdge Servers Upgrades and Extensions 1yr 11/05/22-11/05/23	\$2,389.80		
	10593391616		06/22/2022			C2G USB C to VGA Adapter Cable - Video Adapter	\$373.56		
	10594269080		06/24/2022			24" Monitor for Economic Development/Communications	\$215.39		
	10594269071		06/24/2022			24" Monitor for Muni	\$215.39		
						<u>Paying Fund</u>			<u>Amount</u>
						110 - General Fund	110.11000 (Cash)	\$215.39	
						242 - Computer Replacement	242.11000 (Cash)	\$3,218.56	
						410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,446.69	
						420 - WATER	420.11000 (Cash)	\$1,662.09	
134491	06/30/2022	Open			Accounts Payable	Dirt Dynasty, Inc.	\$65,382.05		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	5/31/22 REL		05/31/2022			20-001 Southeast Quadrant Road Rehab - Release of Retention	\$65,382.05		
						<u>Paying Fund</u>			<u>Amount</u>
						218 - Measure L	218.11000 (Cash)	\$65,382.05	
134492	06/30/2022	Open			Accounts Payable	EDWARDS, TROY J	\$1,848.00		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	Summer 2022		06/01/2022			SELF DEFENSE - SUMMER 2022	\$1,848.00		
						<u>Paying Fund</u>			<u>Amount</u>
						110 - General Fund	110.11000 (Cash)	\$1,848.00	
134493	06/30/2022	Open			Accounts Payable	Executive Appraisals, Inc.	\$650.00		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	18510		06/23/2022			Appraisal for 831 Vermont, Turlock	\$650.00		
						<u>Paying Fund</u>			<u>Amount</u>
						255 - CDBG	255.11000 (Cash)	\$650.00	
134494	06/30/2022	Open			Accounts Payable	EXPRESS PRESS	\$515.90		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	47702		06/08/2022			EXPRESS PRESS LIFEGUARD SHIRTS	\$515.90		
						<u>Paying Fund</u>			<u>Amount</u>
						110 - General Fund	110.11000 (Cash)	\$515.90	
134495	06/30/2022	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$444.50		
			<u>Date</u>			<u>Description</u>			<u>Amount</u>
	27636		05/31/2022			CAR WASH SERVICES - MAY 2022	\$444.50		
						<u>Paying Fund</u>			<u>Amount</u>
						110 - General Fund	110.11000 (Cash)	\$357.00	
						246 - Landscape Assessment	246.11000 (Cash)	\$3.50	
						255 - CDBG	255.11000 (Cash)	\$3.50	
						405 - Building	405.11000 (Cash)	\$17.50	
						410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$56.00	
						426 - Transit	426.11000 (Cash)	\$7.00	

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134496	06/30/2022	Open			Accounts Payable	FEDERAL EXPRESS	\$19.60		
	Invoice		Date	Description		Amount			
	7-798-19823		06/24/2022	SHIPPING CHARGES 6/24/22		\$19.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$19.60			
134497	06/30/2022	Open			Accounts Payable	FOUNTAIN PEOPLE INC A PLAYCORE COMPANY	\$1,661.38		
	Invoice		Date	Description		Amount			
	0077744-IN		05/12/2022	RVS-200G KIT		\$1,661.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,661.38			
134498	06/30/2022	Open			Accounts Payable	GARY'S RENT A CAN INC	\$128.49		
	Invoice		Date	Description		Amount			
	A-106661		06/10/2022	GARY'S RENT-A-CAN		\$128.49			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$128.49			
134499	06/30/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$17,048.04		
	Invoice		Date	Description		Amount			
	I2D2621		04/26/2022	DOWNTOWN PCE REMEDIATION		\$1,494.00			
	I2F0601		06/06/2022	DOWNTOWN PCE REMEDIATION		\$1,494.00			
	I2F0103		06/01/2022	DRINKING WATER WELL ANALYSIS		\$163.49			
	I2F0602		06/06/2022	1,2,3 TCP WELL SAMPLING		\$809.64			
	I2F0705		06/07/2022	MONTHLY WASTEWATER SAMPLES		\$168.94			
	I2F0728		06/07/2022	SLUDGE		\$141.69			
	I2F0814		06/08/2022	FOG STUDY		\$287.70			
	I2F0105		06/01/2022	DRINKING WATER WELL ANALYSIS		\$371.60			
	I2F1503		06/15/2022	MONTHLY WASTEWATER SAMPLES		\$212.10			
	I2F0108		06/01/2022	1,2,3 TCP WELL SAMPLING		\$809.64			
	I2E1007		05/10/2022	DRINKING WATER WELL ANALYSIS		\$2,100.18			
	I2E0911		05/09/2022	DRINKING WATER WELL ANALYSIS		\$1,835.40			
	I2F0104		06/01/2022	DRINKING WATER WELL ANALYSIS		\$30.95			
	I2F0109		06/01/2022	MONTHLY LABORATORY DILUTION		\$38.15			
	I2E0307		05/03/2022	WASTEWATER MONTHLY		\$677.64			
	I2E0505		05/05/2022	WASTEWATER QUARTERLY SAMPLES		\$5,453.96			
	I2E0504		05/04/2022	QUARTERLY ACUTE BIOASSAY		\$958.96			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,900.99			
	420 - WATER			420.11000 (Cash)		\$9,147.05			
134500	06/30/2022	Open			Accounts Payable	HACH COMPANY	\$3,039.60		
	Invoice		Date	Description		Amount			
	12875418		01/29/2022	MSM AND CLAROS ANNUAL SUBSCRIPTIONS		\$3,039.60			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,039.60			
134501	06/30/2022	Open			Accounts Payable	Hinderliter, de Llamas and Associates	\$500.00		
	Invoice		Date	Description		Amount			
	SIN013594		11/30/2021	SITE PLAN EVALUATION FOR CALI KOSHER		\$500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134502	06/30/2022	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$276.82		
	Invoice		Date	Description			Amount		
	35854920		06/17/2022	MARTIN MARIETTA - ASPHALT			\$95.68		
	35869993		06/20/2022	MARTIN MARIETTA - ASPHALT			\$87.03		
	35902603		06/22/2022	MARTIN MARIETTA - ASPHALT			\$94.11		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$276.82		
134503	06/30/2022	Open			Accounts Payable	MIWALL CORPORATION	\$483.30		
	Invoice		Date	Description			Amount		
	1011167		06/23/2022	AMMUNITION			\$483.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$483.30		
134504	06/30/2022	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$11,541.25		
	Invoice		Date	Description			Amount		
	3842101		06/05/2022	SR03, 21-043 Northeast Neighborhood Park 5/2/22-6/5/22			\$1,455.00		
	3751206		06/05/2022	19-51 Columbia Pool Improvements 5/2/22-6/5/22			\$10,086.25		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			\$1,455.00		
	301 - Capital Improvements			301.11000 (Cash)			\$10,086.25		
134505	06/30/2022	Open			Accounts Payable	PROJECT SENTINEL INC	\$8,010.25		
	Invoice		Date	Description			Amount		
	Draw 4 FY21-22		06/13/2022	PROJECT SENTINEL PUBLIC SERVICE GRANT FY 2021-2022			\$8,010.25		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$8,010.25		
134506	06/30/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$33,008.03		
	Invoice		Date	Description			Amount		
	93207		06/22/2022	City-Wide Chlorination Project - May 2022			\$12,732.90		
	93208		06/22/2022	Wellhead Treatment Installation - May 2022			\$20,275.13		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$33,008.03		
134507	06/30/2022	Open			Accounts Payable	RAY MORGAN COMPANY	\$4,065.57		
	Invoice		Date	Description			Amount		
	3757085		06/21/2022	Printer Usage & Maintenance for 5/12/22 - 6/11/22			\$4,065.57		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,544.64		
	255 - CDBG			255.11000 (Cash)			\$1.11		
	405 - Building			405.11000 (Cash)			\$42.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$218.61		
	420 - WATER			420.11000 (Cash)			\$87.97		
	501 - Information Technology			501.11000 (Cash)			\$24.82		
	502 - Engineering			502.11000 (Cash)			\$146.41		
134508	06/30/2022	Open			Accounts Payable	ROLFE CONSTRUCTION, INC.	\$116,819.03		
	Invoice		Date	Description			Amount		
	PP3/CP16-60		05/31/2022	16-60 Linwood Ave ATP Improvements 5/1/22-5/31/22			\$116,819.03		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$116,819.03		
	215 - Streets - Grant Funded Projects								
134509	06/30/2022	Open			Accounts Payable	SCHOLASTIC INC	\$19,179.34		
	Invoice		Date	Description		Amount			
	39754527		05/25/2022	SCHOLASTIC GRAB AND GO BOOK PACKS		\$19,179.34			
	Paying Fund			Cash Account		Amount			
	270 - Recreation Grants								
							\$19,179.34		
134510	06/30/2022	Open			Accounts Payable	SEEGERS PRINTING INC	\$197.70		
	Invoice		Date	Description		Amount			
	0139003-IN		05/31/2022	#10 envelopes		\$197.70			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)								
							\$98.85		
	420 - WATER								
							\$98.85		
134511	06/30/2022	Open			Accounts Payable	STANISLAUS BUSINESS ALLIANCE INC	\$19,437.00		
	Invoice		Date	Description		Amount			
	MAY2022		05/31/2022	TURLOCK BUSINESS ASSISTANCE - MAY 2022		\$19,437.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act								
							\$19,437.00		
134512	06/30/2022	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	18456		05/31/2022	Consulting Services for May 2022		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)								
							\$2,500.00		
	420 - WATER								
							\$2,500.00		
134513	06/30/2022	Open			Accounts Payable	TURLOCK CITY TOW INC	\$260.00		
	Invoice		Date	Description		Amount			
	129375		05/23/2022	TOWING SERVICE FOR TRANSIT ON 5/23/22 TRA19 -1057		\$45.00			
	129342		05/27/2022	TOWING SERVICE FOR PD ON 5/27/22 POL16-1309		\$45.00			
	129378		05/31/2022	TOWING SERVICE FOR PD ON 5/31/22 POL19-1336		\$40.00			
	129466		06/03/2022	TOWING SERVICE FOR PD ON 6/3/22 POL16-1302		\$45.00			
	132184		06/14/2022	TOWING SERVICE FOR PD ON 6/14/22 POL16-1310		\$45.00			
	127513		06/13/2022	TOWING SERVICE FOR ASSESSMENT DISTRICT ON 6/13/22 AD09-0445		\$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund								
							\$175.00		
	246 - Landscape Assessment								
							\$40.00		
	426 - Transit								
							\$45.00		
134514	06/30/2022	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$148,033.39		
	Invoice		Date	Description		Amount			
	FY 21.22		06/28/2022	PBID FY 21/22 - Assessments Paid		\$148,033.39			
	Paying Fund			Cash Account		Amount			
	706 - Prop & Busi Improve Dist (PBID)								
							\$148,033.39		
134515	06/30/2022	Open			Accounts Payable	TURLOCK RURAL FIRE DEPARTMENT	\$12,674.81		
	Invoice		Date	Description		Amount			
	FY 21/22		06/29/2022	WISP annexation agreement dated 2/27/07		\$12,674.81			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$12,674.81			
134516	06/30/2022	Open			Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT	\$180.00		
	Invoice			Date	Description	Amount			
	220231			03/04/2022	TUSD - POOL USE JUNE	\$180.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$180.00			
134517	06/30/2022	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$23,308.59		
	Invoice			Date	Description	Amount			
	50253412			05/20/2022	SODIUM BISULFITE	\$6,586.53			
	50313220			06/02/2022	SODIUM BISULFITE	\$6,493.46			
	50326801			06/15/2022	SODIUM BISULFITE	\$6,515.36			
	50322190			06/16/2022	SODIUM HYPOCHLORITE	\$3,713.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$23,308.59			
134518	06/30/2022	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
	Invoice			Date	Description	Amount			
	474844966			06/13/2022	Lease Agreement for Payroll Copier 06/09/22-07/08/22	\$66.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.44			
134519	06/30/2022	Open			Accounts Payable	VERIZON WIRELESS	\$5,018.56		
	Invoice			Date	Description	Amount			
	9908024108			06/03/2022	972530635-00037 - METER WELL SITES MASTER RADIO (5/4 - 6/3)	\$43.11			
	9904461052			04/18/2022	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (3/19-4/18)	\$60.42			
	9909124792			06/18/2022	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (5/19-6/18)	\$231.58			
	9906803305			05/18/2022	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (4/19 - 5/18)	\$236.58			
	9908024100			06/03/2022	972530635-00026 CM/ CITY CLERK/COUNCIL FIN. DIR. (5/4 - 6/3)	\$662.82			
	9908024102			06/03/2022	972530635-00029 UTILITIES (5/4 - 6/3)	\$2,072.69			
	9908024101			06/03/2022	972530635-00028 RECREATION (05/04 - 06/03)	\$1,711.36			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,386.52			
	120 - Tourism			120.11000 (Cash)		\$28.66			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$12.01			
	205 - Sports Facilities			205.11000 (Cash)		\$142.25			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$258.75			
	246 - Landscape Assessment			246.11000 (Cash)		\$73.85			
	270 - Recreation Grants			270.11000 (Cash)		\$332.55			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$937.95			
	420 - WATER			420.11000 (Cash)		\$1,736.30			
	505 - Fleet			505.11000 (Cash)		\$109.72			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134520	06/30/2022	Open			Accounts Payable	WEST YOST ASSOCIATES	\$104,020.34		
	Invoice		Date	Description		Amount			
	2049818		05/31/2022	SRWA - Program Mgmt Services for 2021-22 for May 2022		\$104,020.34			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$104,020.34			
134521	06/30/2022	Open			Accounts Payable	Bublak, Amy	\$642.76		
	Invoice		Date	Description		Amount			
	TR 4695		06/21/2022	US Conference of Mayors from 6/2/22 - 6/5/22		\$642.76			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$642.76			
134522	06/30/2022	Open			Accounts Payable	CABANILLAS, BRENDA	\$300.00		
	Invoice		Date	Description		Amount			
	11661665		06/21/2022	REFUND FOR PLAY 2021-2022		\$300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$300.00			
134523	06/30/2022	Open			Accounts Payable	Casillas, Ricardo	\$156.18		
	Invoice		Date	Description		Amount			
	612 Alpha Rd		06/28/2022	Reimbursement for overpayment of loan payoff.		\$156.18			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$156.18			
134524	06/30/2022	Open			Accounts Payable	Clark, Jessica	\$180.00		
	Invoice		Date	Description		Amount			
	TR 4694 Per Diem		06/27/2022	Advanced SRO Course - Corona, CA - 7/18 to 7/20		\$180.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$180.00			
134525	06/30/2022	Open			Accounts Payable	Corbin & Associates, Inc.	\$325.00		
	Invoice		Date	Description		Amount			
	TR 4694 Tuition		06/27/2022	Advanced SRO Course - Corona, CA - 7/18 to 7/20		\$325.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$325.00			
134526	06/30/2022	Open			Accounts Payable	GARCIA, YULIANA	\$96.00		
	Invoice		Date	Description		Amount			
	11663321		06/21/2022	REFUND FOR SWIM LESSONS		\$96.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$96.00			
134527	06/30/2022	Open			Accounts Payable	REBAGLIATI, LISA	\$60.00		
	Invoice		Date	Description		Amount			
	R22-004185		04/11/2022	A/C REFUND		\$60.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$60.00			
134528	06/30/2022	Open			Accounts Payable	Rodriguez, Joseph	\$98.00		
	Invoice		Date	Description		Amount			
	TR 4689 Per Diem		06/21/2022	Pistol Optics Instructor - 7/5 to 7/7 - Fresno		\$98.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$98.00			

Payment Register

From Payment Date: 6/24/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134529	06/30/2022	Open			Accounts Payable	Silveira, Adrian, M	\$100.00		
	Invoice		Date	Description		Amount			
	2022-00001294		12/29/2021	General Electrician Certification		\$100.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$100.00			
134530	06/30/2022	Open			Accounts Payable	Simbalenko, Michael	\$98.00		
	Invoice		Date	Description		Amount			
	TR 4689 Per Diem		06/21/2022	Pistol Optics Instructor - 7/5 to 7/7 - Fresno		\$98.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$98.00			

Type Check Totals:

AP - Accounts Payable Totals

70 Transactions

\$919,866.03

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$919,866.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	70	\$919,866.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$919,866.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	70	\$919,866.03	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$919,866.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	70	\$919,866.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$919,866.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	70	\$919,866.03	\$0.00

City Council Staff Report

July 12, 2022



From: Dale Goodman, Municipal Services Director

Prepared by: David Huff, Water Quality Control Division Manager
Raquel Brasil, Staff Services Assistant

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approve an Agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services and the Public Works Departments, without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(2), in the amount of \$112,575.00 for the first year; and \$67,575.00 each year thereafter for a total not to exceed \$421,162.50, which includes a 10% contingency over the five (5) year term of the Agreement if all renewal periods are exercised.

2. SYNOPSIS:

Approving an agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services and the Public Works Departments, without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(2).

3. DISCUSSION OF ISSUE:

Staff is recommending the award of Contract No. 23-010 to Websoft Developers, Inc. for a Mobile Work Order Management Software System.

The Mobile Work Order Management Software System has become an integral part of maintenance and operations for both the Municipal Services and Public Works Departments. The Departments perform tasks such as responding to customer request for service, tracking time and labor for City projects, meeting regulatory compliance, providing effective service delivery and public safety to the community, ensuring the proper maintenance of local roads and streets, and properly maintaining City assets and infrastructure.

Websoft Developers Inc. is the only vendor that can currently provide this service for the City. Websoft Developers Inc. utilizes a proprietary platform that houses all of the City's previously mentioned historical records. Migration to a different vendor and platform would require extensive upfront fees and a significant amount of staff

hours to successfully implement. The Municipal Services and Public Works Departments are not currently positioned to undertake a project of this scope. For these reasons, staff is requesting to waive formal bid procedure via Turlock Municipal Code 2-7-08 (b)(2) "When supplies, materials, equipment, or services can be obtained from only one (1) vendor". (Attachment B)

In addition to annual service charges, the scope of work includes two projects that improve the functionality and efficiency of the system. The proposed projects would connect Websoft Developer's mobile work order management software to the City's financial software (Tyler Integration) and to the City's website. Both projects would streamline workflow, resulting in efficient workflow between office and field staff. The following table details the one-time project cost included in the first-year agreement amount:

<i>Integration Projects</i>	<i>Project Cost</i>
Tyler Integration	\$ 25,000
Workorder Request Integration	\$ 20,000
Total	\$ 45,000

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code, City Council approval of the agreement is required prior to execution of the contract with a consultant.
- B. The City of Turlock is required to maintain maintenance records of public municipal utilities.
- C. Websoft Developers, Inc., offers extensive expertise and experience in providing work order management systems to municipal utilities.
- D. Websoft Developers, Inc., is the only vendor that that the services may be obtained from.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

410-51-534.43125_037	40%
420-52-551.43125_037	40%
110-50-500.43125_037	2%
110-60-600.43125_037	4%
205-60-602.43125_037	1%
205-60.604.43125_037	1%
217-50-510.43125_037	4%

246-60-600.43125_037 4%
410-51-532.43125_037 4%

6. STAFF RECOMMENDATION:

Recommended approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A.

9. ALTERNATIVES:

A. Do not approve this agreement. This alternative is not recommended as the consultant currently manages the City's historical data and would result in a disruption of workflow and no alternative software with similar capabilities are available for use by City staff at this time.

10. ATTACHMENTS:

- A. Resolution.
- B. Sole Source Justification Form
- C. Agreement



CITY OF TURLOCK

SOLE SOURCE JUSTIFICATION TRANSMITTAL

Municipal Code 2-7-08 requires contracts for purchases of equipment, services, supplies or other personal property in excess of two thousand five hundred dollars to be competitively bid/awarded. Competition is not only our policy, it offers numerous advantages, is a good business practice, and sends a clear message to our community that the City will obtain goods and services through competition in a fair and open manner. When a request is made for a non-competitive purchase and the specifications limit the bidding to one source and/or brand or trade name, the requesting department must complete the following.

This form to be used with a purchase order, see guidelines below.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the City.

Please detail: _____

What steps were taken to verify that these goods or services are not available elsewhere?

Explain: _____

This is a brand or trade name (no substitutions allowed) because:

- The requested product is an integral repair part or accessory compatible with existing equipment.
Existing Equipment: _____
Manufacturer/Model #: _____
- The requested product is one with which staff has specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- The requested product is used or demonstration equipment available at a lower-than-new cost.

DIVISION CONTACT PERSON & TITLE <i>Dele Goodman, Director</i>	
DIVISION NAME <i>Municipal Services</i>	PHONE <i>(209) 668-5590</i>
REQUESTED SUPPLIER/CONSULTANT NAME Websoft Developers, Inc.	SUPPLIER CONTACT PERSON Manoj Desai, President
SUPPLIER ADDRESS 2020 Research Park Drive, Suite 140 Davis, CA 95618	SUPPLIER CONTACT'S PHONE NUMBER 530-759-8754x210

Purchase Requisition Number _____ attached.



Signature of Requestor

7-5-22

Date



Department Director Approval

7-4-22

Date



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WEBSOFT DEVELOPERS, INC.
for
MOBILE WORK ORDER MANAGEMENT SOFTWARE SYSTEM SERVICES**

Contract No. 2023-010

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and WEBSOFT DEVELOPERS, INC, a California Corporation (“Professional”), on this 12th day of July 2022 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Mobile Work Order Management Software System. (the “Project”).

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

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

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

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

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail
2. **Term.** The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 30th day of June, 2023 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.
3. **Extension of Agreement.** City may elect to extend this Agreement for four (4) additional one-year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.
4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

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

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

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

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

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

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Twelve Thousand Five Hundred Seventy-Five and 00/100ths Dollars (\$112,575.00) ("Maximum Payment") for the first year; and Sixty Seven Thousand Five Hundred Seventy-Five and 00/100ths Dollars (\$67,575.00) each year thereafter for a total not to exceed \$421,162.50, which includes a 10% contingency over the five (5) year term of the Agreement if all renewal periods are exercised, unless the Parties mutually agree in writing otherwise.

6.2. Deposit. Intentionally Omitted

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Intentionally Omitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

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

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

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's

compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5 Cyber Liability Insurance. When applicable, Professional must carry Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Professional in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

26. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional 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 Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

30. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock**
Attn: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353

If to Professional: **Websoft Developers Inc.**
Attn: Manoj Desai
P.O. Box 4008
Davis, Ca 95617
Phone: 530-759-8754
Fax: 530-759-0923
Email: manoj.desai@websoftdev.com

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

Raquel Brasil
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: rbrasil@turlock.ca.us

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

36. Use of City Project Number. Intentionally Omitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. Attorney’s Fees and Costs. If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Websoft Developers Inc., a
California Corporation**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

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

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk



ESTIMATE

EXHIBIT A

Websoft Developers, Inc.
2020 Research Park Drive
Davis, California 95618-6150

TOTAL \$112,575.00

City of Turlock

Attn: David Huff
156 S. Broadway, Suite 270
Turlock, CA
95380

Estimate#	Q-100060
Estimate Date	06/07/2022
Expiry Date	09/10/2022

Subject :

MobileMMS Renewal

We have a new mailing address:

PO Box 4008
Davis, CA 95617

#	ITEM & DESCRIPTION	AMOUNT
1	MobileMMS Subscription Includes hosted software license for MobileMMS software with unlimited access for all City-related activities (1 Year). Subsequent yearly pricing will be based on contract terms with the City.	\$67,575.00 1.00 x 67,575.00
2	MobileMMS Services Subscription pricing includes service hours. The city may use these hours at its discretion for new features, report modification, GIS editing, or any other activity related to MobileMMS.	\$0.00 40.00 x 0.00

Additional Services

3	Tyler Integration: In this task, Websoft will create a bidirectional interface between Tyler and MobileMMS to push customer related service requests out to the field and automatically update their status within Tyler upon completion or delay. A more detailed scope will be developed before project initiation.	\$25,000.00 1.00 x 25,000.00
4	Citizen Request Integration: In this task, Websoft will create a bidirectional interface between the City's customer request system (currently a web-based form) and MobileMMS to push citizen-related requests out to the field and automatically update their status within the City's CRM or directly to the citizen upon completion or delay. A more detailed scope will be developed before project initiation.	\$20,000.00 1.00 x 20,000.00

Sub Total	112,575.00
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Billing inquiries should be made to: Marnie Nessen at (530) 759-8754 ext. 208 or ar@websoftdev.com

Total

\$112,575.00

Terms & Conditions

Recurring yearly fees will be billed annually with 1 initial payment. Initial implementation fee will be billed upon project initiation. Annual renewal will be billed automatically unless customer cancels services prior to renewal date.



June 07, 2022

City of Turlock
Attn: David Huff
156 S. Broadway, Suite 270
Turlock, CA
95380

Subject: MobileMMS Renewal – 2022-2023

Quote: Q-100060

Task 1. MobileMMS Subscription

Includes hosted software license for MobileMMS software with unlimited access for all City-related activities (1 Year). Subsequent yearly pricing will be based on contract terms with the City.

Task 2. MobileMMS Services

Subscription pricing includes service hours. The city may use these hours at its discretion for new features, report modification, GIS editing, or any other activity related to MobileMMS.

Task 3. Bidirectional Interface between Tyler and MobileMMS:

Websoft will perform the following tasks.

- Translating service requests from Tyler into MobileMMS
 - These can be generic or specific. Initially this will be a routing to a single email address but could be modified in the future.
 - Issues will be tied to addresses but could also be tied to meters or parcels.
 - We will import this information into the City's Utility Request form. We may need to make some modifications to the fields to incorporate Tyler information (e.g., Service Request Category)
 - Our goal is to have service requests appear in MobileMMS within 15 minutes of entry but looking at the API documentation from Tyler there may be a method to make the processing be instantaneous so that the field sees service requests within a minute of them being generated by customer service.
- Pushing complete requests from MobileMMS back into Tyler
 - We will need a mapping of Utility Request fields back into Tyler. This will include completed date and work comments. It may be useful to concatenate several fields to populate the Tyler work comments field. This will also include information associated with meter change outs, EP reprogrammed, and register reprogrammed.
- Special notification
 - We will create a method to notify field staff of emergency issues such as leaks so that these can take higher priority. With other customers we have an automated text, email, or cell phone messaging technique that we use to notify field staff immediately.



- GIS
 - Because of the large amount of information going back and forth, we will need to upgrade the GIS map and place it on our servers. We have been neglecting to do this until the City completed their GIS update but we will not be able to wait any longer. Putting this map on our ArcGIS server will increase the operational speed by at least 5x.
 - With the direct tie to Tyler, we will be able to place selected customer information on the GIS map. This can either be tied to APN, address, or meter features if they exist. The service requests will then be directly connected to customer information so that field staff can see an entire history on a customer-by-customer basis.
- Reporting
 - We will produce a standard set of on-demand reports to reflect metrics such as time to close, significantly overdue, and open/close by selectable period.
- We will specifically address the following Tyler work request types
 - Manually entered work requests including
 - Turn on – From Shut off
 - Turn on – New Service
 - Turn on – ASAP
 - Shut off – P/A Negate
 - Shut off – Return Check
 - Shut off – Inactive with usage
 - Shut off – Post shut off
 - Cancel previous move out work order
 - Re-Read Meter – for billing
 - Deliver – 5 Day notice of shut off
 - Utility processes
 - Shut off – Delinquent Process
 - Shut off – Post shut off
 - Shut off – Inactive with usage (work orders in billing module)
 - Manual processes
 - Delivery notice – 5 Day shut off notice
 - Shut off – 5 days later than completed above action

Task 4. Citizen Request Integration

In this task, Websoft will create a bidirectional interface between the City's customer request system (currently a web-based form) and MobileMMS to push citizen-related requests out to the field and automatically update their status within the City's CRM or directly to the citizen upon completion or delay. Assuming that the city will continue to use a web-based form, this task will be completed by creating a script that will parse forms received at the City every 15 minutes. This script will map the web-based form to the current Utility Request form for completion by the field. We will work with the City to help create more complete forms for the web site which will yield more information for field personnel. The address of the problem will be required on these forms so that the field crews can see



them on the MobileMMS map-based system. We will also enable citizens to attach pictures and other document to the web-based forms.

Cost

Task	Cost
Task 1. MobileMMS Subscription	\$67,575
Task 2. MobileMMS Services	\$0
Task 3. Bidirectional Interface between Tyler and MobileMMS:	\$25,000
Task 4. Citizen Request Integration	\$20,000
Total	\$112,575

City Council Staff Report

July 12, 2022



From: Dale Goodman, Municipal Services Director

Prepared by: Carlos Guerrero, Interim Utilities Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approve an Agreement with Confluence Engineering Group LLC (Confluence) in accordance with TMC Section 2-7-08 (b)(3) for professional services for Flushing and Swabbing Support; Distribution System PRS Station Sampling and Sentinel Monitoring Support, Regulatory Compliance Support, Customer Communications Development Support, Unregulated Contaminant Monitoring Rule (UCMR) Sampling Support for the Municipal Services Department, for a period of three (3) years, with an option to extend the Agreement for two (2) additional one-year terms, in an annual amount not to exceed \$150,000 (Non-General Fund) and a total amount not to exceed \$750,000 over the five (5) year term of the Agreement, if all renewal periods are exercised.

2. SYNOPSIS:

Approve an Agreement with Confluence Engineering Group, LLC (Confluence) for water quality support services for the Municipal Services Department.

3. DISCUSSION OF ISSUE:

Staff is requesting authorization to award a professional service agreement in accordance with TMC, Section 2-7-08 (b)(3) for water quality support services for the continued work for surface/groundwater integration.

On June 12, 2018, the City Council approved an Agreement between the City of Turlock and Confluence Engineering Group, LLC for professional engineering design services for a drinking water quality study. The purpose of the study was to evaluate the effect of changing water quality conditions and the effect of anticipated treatment, such as chlorination, to the City's drinking water system.

With the completion of the study in 2021, Confluence Engineering Group, LLC prepared a recommendation to provide next steps to the City of Turlock for the process of chlorination of its wells and integrating surface water into its drinking water supply. The City is currently transitioning from an unchlorinated to a chlorinated system and will incorporate surface water integration in 2023. Confluence will provide water quality risk management during preparation of the drinking water system prior to chlorination, during the chlorination transition period, and through the integration of the new surface water source. Confluence is available to be on-site when needed and work closely with the City's project team to rapidly interpret water quality data so that City teams can respond and resolve water quality issues as rapidly and efficiently as possible.

The Municipal Services Department maintains consultants on retainer for drinking water management services which are utilized on an on-call basis to provide professional assistance. Having experienced consultants readily available, especially for unexpected and/or time-sensitive matters, is critical to ensure compliance with State and Federal regulations.

4. BASIS FOR RECOMMENDATION:

- A. Due to the regulations and requirements of the City of Turlock to provide high quality and adequate drinking water supply, Municipal Services is seeking the assistance of an external resource to ensure this project is integrated and implemented timely, effectively, efficiently and successfully.
- B. The proposed work is intended to maintain high water quality and minimize customer complaints that can occur when a new source of supply is added to an existing groundwater-only distribution system.
- C. Confluence Engineering Group, LLC offers extensive expertise and experience in providing scientific, regulatory, engineering, and program management services to municipal drinking water utilities with respect to requirements of the State and Federal requirements and to maintain a quality and well-functioning drinking water system.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Fiscal Impact: 420-52-550.43320 – "Special Services/Projects"

Appropriate funds were budgeted in FY 22/23.

6. STAFF RECOMMENDATION:

The City of Turlock drinking water system must maintain quality water and meet State and Federal requirements.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Do not approve agreement. This alternative is not recommended because it may create non-compliance with the City's drinking water State and Federal requirements and due to the necessity of ensuring high quality drinking water once chlorination of the City's drinking water system takes place.

10. ATTACHMENTS:

- A. Resolution
- B. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN	}	RESOLUTION NO. 2022
AGREEMENT WITH CONFLUENCE	}	
ENGINEERING GROUP, LLC (CONFLUENCE)	}	
IN ACCORDANCE WITH TMC SECTION 2-7-08	}	
(B)(3) FOR PROFESSIONAL SERVICES FOR	}	
FLUSHING AND SWABBING SUPPORT;	}	
DISTRIBUTION SYSTEM PRS STATION	}	
SAMPLING AND SENTINEL MONITORING	}	
SUPPORT, REGULATORY COMPLIANCE	}	
SUPPORT, CUSTOMER COMMUNICATIONS	}	
DEVELOPMENT SUPPORT, UNREGULATED	}	
CONTAMINANT MONITORING RULE (UCMR)	}	
SAMPLING SUPPORT FOR THE MUNICIPAL	}	
SERVICES DEPARTMENT, FOR A PERIOD OF	}	
THREE (3) YEARS, WITH AN OPTION TO	}	
EXTEND THE AGREEMENT FOR TWO (2)	}	
ADDITIONAL ONE-YEAR TERMS, IN AN	}	
ANNUAL AMOUNT NOT TO EXCEED \$150,000	}	
(NON-GENERAL FUND) AND A TOTAL AMOUNT	}	
NOT TO EXCEED \$750,000 OVER THE FIVE (5)	}	
YEAR TERM OF THE AGREEMENT, IF ALL	}	
RENEWAL PERIODS ARE EXERCISED	}	

WHEREAS, staff is recommending the award of professional service Contract No. 23-012 to Confluence Engineering Group, LLC for surface water/groundwater integration for the Municipal Services Department; and

WHEREAS, with the completion of the study in 2021, Confluence Engineering Group, LLC prepared a recommendation to provide next steps to the City of Turlock for the process of chlorination of its wells and integrating surface water into its drinking water supply; and

WHEREAS, the City is currently transitioning from an unchlorinated to a chlorinated system and will incorporate surface water integration in 2023. Confluence will provide water quality risk management during preparation of the drinking water system prior to chlorination, during the chlorination transition period, and through the integration of the new surface water source; and

WHEREAS, Due to the regulations and requirements of the City of Turlock to provide high quality and adequate drinking water supply, Municipal Services is seeking the assistance of an external resource to ensure this project is integrated and implemented timely, effectively, efficiently and successfully.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby Approve an Agreement with Confluence Engineering Group LLC (Confluence) in accordance with TMC Section 2-7-08 (b)(3) for professional services for Flushing and Swabbing Support; Distribution System PRS Station Sampling and Sentinel Monitoring Support, Regulatory Compliance Support, Customer Communications Development Support, Unregulated Contaminant Monitoring Rule (UCMR) Sampling Support for the Municipal Services Department, for a period of three (3) years, with an option to extend the Agreement for two (2) additional one-year terms, in an annual amount not to exceed \$150,000 (Non-General Fund) and a total amount not to exceed \$750,000 over the five (5) year term of the Agreement, if all renewal periods are exercised.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of July, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
And
CONFLUENCE ENGINEERING GROUP, LLC
for
SURFACE WATER/GROUNDWATER INTERGRATION SERVICES**

City Contract No. 2023-012

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Confluence Engineering Group, LLC, a Washington corporation (“Professional”), on this 12th day of July, 2022 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the surface water/groundwater intergration services (the “Project”).

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

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

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

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

AGREEMENT

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

2. **Term.** The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 12th day of July, 2025 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** City may elect to extend this Agreement for two (2) additional one-year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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

5. **Work.**

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

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

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

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

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

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Professional shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. Intentionally Omitted

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the date the agreement was executed and shall conform

to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Intentionally Omitted

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

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

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

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

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

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or

approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

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

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

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

information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional 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 Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock
Attn: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353**

If to Professional: **Confluence Engineering Group, LLC
Attn: Melinda Friedman, P.E.**

517 NE 92nd Street
Seattle, WA 98115
(206) 527-6832

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

Raquel Brasil
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: rbrasil@turlock.ca.us

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

35. Use of City Project Number. Intentionally Omitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a

separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Confluence Engineering Group, LLC., a
Washington corporation**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

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

By: _____

Reagan M. Wilson, City Manager

APPROVED AS TO SUFFICIENCY:

By: _____

Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

City Council Staff Report

July 12, 2022



From: Jessie Dhami, Human Resources Director
Prepared by: Tiffini Dhanota, Human Resources Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approve the revisions to the job descriptions for the Emergency Services Dispatcher series.

2. SYNOPSIS:

Adopting a Resolution to approve the revisions to the job descriptions for the Emergency Services Dispatcher series (Emergency Services Dispatcher-Trainee, Emergency Services Dispatcher I/II, and Emergency Services Dispatcher-Lead) to add the requirement of a Class C California Driver's License at the time of application to the minimum requirements for all three job descriptions.

3. DISCUSSION OF ISSUE:

The Police Department has requested that the requirement of a valid Class C California Driver's License be added at the time of application to the minimum requirements for the Emergency Services Dispatcher series. Additionally, the education requirement was clarified on the Emergency Services Dispatcher-Trainee and Emergency Services Dispatcher I/II to show that a college degree is not required, but preferred.

The Emergency Services Dispatcher job series is represented by the Turlock Associated Police Officers (TAPO) bargaining unit for labor relations purposes. The TAPO bargaining unit does not have any objections to these changes.

4. BASIS FOR RECOMMENDATION:

City Council approval is required for any new and/or modified job descriptions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact: None

6. STAFF RECOMMENDATION:

Staff recommends the approval of the revision to the job description for the Emergency Services Dispatcher series (Emergency Services Dispatcher-Trainee, Emergency Services Dispatcher I/II, and Emergency Services Dispatcher-Lead).

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

- A. Council may choose not to approve the revision to the job descriptions for the Emergency Services Dispatcher series. Staff does not recommend this option as the revisions clarify the minimum requirements and should increase the eligible applicant pool for this position.

10. ATTACHMENTS:

- A Resolution
- B Emergency Services Dispatcher series job descriptions

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
REVISIONS TO THE JOB DESCRIPTIONS FOR }
THE EMERGENCY SERVICES DISPATCHER }
SERIES }
_____}

RESOLUTION NO. 2022-

WHEREAS, City staff have identified the need to modify the job descriptions for the Emergency Services Dispatcher series to include Emergency Services Dispatcher-Trainee, Emergency Services Dispatcher I/II, and Emergency Services Dispatcher-Lead, as identified in Attachment B; and

WHEREAS, the Police Chief has determined that a Class C California Driver's License is necessary for this series and has asked that it be added to the job descriptions. These changes update the language on the job descriptions to add this requirement and clarify the education requirement for the Emergency Services Dispatcher series; and

WHEREAS, the Emergency Services Dispatcher job series is represented by Turlock Associated Police Officers (TAPO) bargaining unit for labor relations purposes. The TAPO bargaining unit does not have any objections to these changes; and

WHEREAS, the City Council is required to approve all new job descriptions or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the revisions to the job descriptions for Emergency Services Dispatcher series.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of July 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



EMERGENCY SERVICES DISPATCHER/TRAINEE

DEFINITION

Under general supervision, to learn 9-1-1 call taking and dispatch duties for the City of Turlock Police and Fire Departments; to receive and dispatch incoming calls from external and internal customers, to learn to operate the Department of Justice automated files to include national inquiries and input, to triage and prioritize the calls for service from the public in order to dispatch appropriate personnel; to perform clerical duties assigned to Communications to include but not limited to data entry, document processing, warrant processing, etc.

Incumbents will undergo on the job training which is expected to take approximately four (4) months. An Emergency Services Dispatcher Trainee will have the opportunity to promote to an Emergency Services Dispatcher I, and upon doing so, will be required to successfully complete a one hundred and twenty (120) hour P.O.S.T. Certified Basic Dispatcher Course. The department will evaluate the progress of the trainee during the first twelve (12) months of employment to determine when standards for promotion have been met. Failure to make continuous progress and/or failure to promote to Emergency Services Dispatcher I at the end of twelve (12) months will result in termination. The Chief may extend this deadline under extenuating circumstances.

Dispatchers work rotating shifts (including day shift, swing shift, cover shift and night shift), weekends and holidays and are subject to callback and overtime assignments. This position is assigned to the T.A.P.O. bargaining unit for labor relation purposes.

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

- Respond to and screen incoming telephone calls on 9-1-1 and miscellaneous phone lines in Communications
- Dispatch appropriate personnel on calls received for police and fire
- Operate the computer aided dispatch system (CAD) keeping track of all related events and times
- Supply information to the public as needed
- Operate the touch screen citywide radio system
- Patch radio channels on multi agency/department involved incidents
- Inquire and input data into the California Department of Justice CLETS System

- Maintain confidentiality of information obtained
- Compile DVD reports for court on calls for service as requested
- Testify in court on calls received and handled while on duty
- Perform a variety of related clerical work in the Communication Center
- Process criminal warrants for service
- Abstract and maintain records on warrants served

MINIMUM QUALIFICATIONS

Knowledge of:

- High volume telephone and public contact operations
- Two-way radio system
- Basic office equipment

Ability to:

- Read, write, speak and understand English fluently
- Maintain typing proficiency at the job required level
- Think clearly and quickly in emergency situations
- Read computer screens and monitor visual changes
- Multi task
- Recall information given both verbal and written
- Follow oral and written direction
- Compile information and maintain reports in CAD
- Reference manuals for accurate input of data into CLETS and NCIC
- Establish and maintain cooperative relationships with those contacted during the course of work
- Locate major streets, public places and landmarks in the city limits
- Be able to receive and remember specific information received and dispatch emergency service calls expeditiously and correctly

- Successfully complete the Department of Justice CLETS required workbook (new employees must meet this requirement within six (6) months from date of employment)

Education

Be a high school graduate from a United States public or private high school

Or pass the General Education Development Test indicating high school level

Or pass the California High School Proficiency Examination

~~Or have attained a~~ two (2) year, four (4) year, or advanced degree from an accredited college or university is preferred.

Licenses/Certificates

Possession of a valid California Driver's License (minimum Class C) at the time of application, to be maintained as a condition of continued employment.

Typing certificate with a typing speed of thirty-five (35) words per minute net corrected.

DESIRABLE QUALIFICATIONS

Certificates

Completion of a POST Entry-Level Dispatcher Selection Test Battery with a T-score of forty-five (45) or higher.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to view computer screen and look up codes in required manuals; read maps and fine print; hear well enough on the telephone with a headset to assist the public with emergency and non-emergency situations; use hands and fingers for touch screens, answering phones, computer keyboard, and writing; and ability.

Revised, 5/92

Revised, 11/00

Revised, 8/17

Revised, 1/2018

Revised, 6/28/22

Reviewed and Approved:

Personnel Officer

Date



EMERGENCY SERVICES DISPATCHER I & II

Definition

Under general supervision, the Emergency Services Dispatcher I/II will perform 9-1-1 call taking and dispatch duties for the City of Turlock Police and Fire Departments; to receive and dispatch incoming calls from external and internal customers, to operate the Department of Justice automated files to include national inquiries and input, to triage and prioritize the calls for service from the public in order to dispatch appropriate personnel; to perform clerical duties assigned to Communications to include but not limited to data entry, document processing, warrant processing, etc.

Dispatchers work rotating shifts (including day shift, swing shift, cover shift and night shift), weekends and holidays and are subject to callback and overtime assignments. This position is assigned to the T.A.P.O. bargaining unit for labor relation purposes.

The Emergency Services Dispatcher I – An entry level position with twelve (12) months prior police or fire dispatcher experience who serves an eighteen (18) month probationary period and is expected to promote to Emergency Services Dispatcher II.

The Emergency Services Dispatcher II – An advanced level position with eighteen (18) months experience as an Emergency Services Dispatcher I with the Turlock Police Department and has a POST Basic Certificate

Lateral Emergency Services Dispatcher Applicants – In order to be considered as a lateral POST Emergency Services Dispatcher for the Turlock Police Department, the applicant must have a California POST Basic Public Safety Dispatcher Certificate, be currently employed and working in a non-probationary status at a law enforcement agency in a communication center with a California POST agency for a minimum of eighteen (18) months. Lateral applicants may serve a twelve (12) month probationary period. Appointment may be made anywhere within the salary range of ESDI/II.

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

- Respond to and screen incoming telephone calls on 9-1-1 and miscellaneous phone lines in Communications
- Dispatch appropriate personnel on calls received for police and fire
- Operate the computer aided dispatch system (CAD) keeping track of all related events and times
- Supply information to the public as needed
- Operate the touch screen city wide radio system
- Patch radio channels on multi agency/department involved incidents

- Inquire and input data into the California Department of Justice CLETS System
- Maintain confidentiality of information obtained
- Compile DVD reports for court on calls for service as subpoenaed
- Testify in court on calls received and handled while on duty
- Perform a variety of related clerical work in the Communications Center
- Process criminal warrants for service
- Abstract and maintain records on warrants served

Knowledge of:

- Telephone operation techniques
- Police and Fire emergency procedures
- Operation of emergency radio systems

Ability to:

- Read, write, speak, and understand English fluently
- Maintain typing proficiency at the job required level
- Think clearly and quickly in emergency situations
- Read computer screens and monitor visual changes
- Multi task
- Recall information given both verbal and written
- Follow oral and written directions Compile information and maintain reports in CAD
- Reference manuals for accurate input of data into CLETS and NCIC
- Establish and maintain cooperative relationships with those contacted during the course of work
- Locate major streets, public places, and landmarks in the city limits
- Be able to receive and remember specific information received and dispatch emergency service calls expeditiously and correctly.
- Successfully complete the Department of Justice CLETS required workbook (new employees must meet this requirement within six (6) months from date of appointment).

MINIMUM QUALIFICATIONS

EMERGENCY SERVICES DISPATCHER I

EDUCATION:

Be a high school graduate from a United States public or private high school.

Or pass the General Education Development Test indicating high school graduation level

Or pass the California High School Proficiency Examination.

~~Or have attained a~~ two (2) year, four (4) year, or advanced degree from an accredited college or university is preferred.

Experience:

Twelve (12) months experience as a dispatcher for a law enforcement or fire agency.

Licenses/Certificates:

Possession of a valid California Driver's License (minimum Class C) at the time of application, to be maintained as a condition of continued employment.

Typing certificate with a typing speed of thirty-five (35) words per minute net corrected

DESIRABLE QUALIFICATIONS

Certificates:

P.O.S.T. Basic Dispatcher Certificate.

EMERGENCY SERVICES DISPATCHER II

EDUCATION:

Same as Emergency Services Dispatcher I

Experience:

Eighteen (18) months as a Dispatcher I with the City of Turlock

Licenses/Certificates:

Possession of a valid California Driver's License (minimum Class C) at the time of application, to be maintained as a condition of continued employment.

P.O.S.T. Basic Dispatcher Certificate

Typing certificate with a typing speed of forty-five (45) words per minute net corrected

DESIRABLE QUALIFICATIONS

P.O.S.T. Basic Dispatcher Intermediate Certificate

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to view computer screen and look up codes in required manuals; read maps and fine print; hear well enough on the telephone with a headset to assist the public with emergency and non-emergency situations; use hands and fingers for touch screens, answering phones, computer keyboard, and writing.

Revised 5/92

Revised 11/00

Revised 8/17

Revised 1/2018

[Revised 6/28/22](#)

Reviewed and approved:

Personnel Officer

Date



EMERGENCY SERVICES DISPATCHER, LEAD

DEFINITION

Under general supervision of the Public Safety Communications Supervisor, to act as a lead worker by training and mentoring other dispatching staff; The ESD, Lead is expected to act in the capacity of the Public Safety Communications Supervisor, performing lead supervisory responsibilities in the absence of, or at the direction of, the Public Safety Communications Supervisor: to train and complete written documentation on the progress of assigned trainee; perform all dispatch related duties as described in the Emergency Dispatcher II job description; complete assigned Department of Justice audits of records entered into CLETS.

ESD, Lead work rotating shifts (including day shift, swing shift, cover shift and night shift), weekends and holidays and are subject to callback and overtime assignments.

This position is required to shift bid on a seniority basis within its own job classification to staff each shift to include day shift, swing shift, and graveyard shift. In the event more than three ESD, Lead positions are filled, the ESD Leads will be allowed to bid for the cover shifts.

This position is assigned to the T.A.P.O. bargaining unit for labor relation purposes.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the dispatcher series and is distinguished from the other dispatcher classifications by the more complex, responsible and sensitive duties assumed related to functioning at a level impacting broader City-wide operations and greater consequence of error in completing assigned tasks.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a Public Safety Communications Supervisor or other professional level position. May exercise direct or indirect supervision over other subordinate dispatcher positions.

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

- Perform the essential functions of an ESD II
- Assist in coordination with work schedules and provide lead supervision of employees during assigned shifts
- Audit and maintain criminal warrant files
- Assist in supervising the Communications Center in day to day operations

- May complete Supervisor Notes and Observations, (SNO), memorandums documenting ESDs performance
- Assist in one on one training of new emergency services trainee's
- Compile daily evaluations on trainee's assigned
- Compile reports of events handled and personnel involved
- Compile DVD reports for court on calls for service when subpoenaed
- Maintains confidentiality of all data from internal and external customers
- Answers inquires and public complaints, dispatching appropriate units or equivalent to deal with reported emergencies
- May perform a variety of related clerical work

MINIMUM QUALIFICATIONS

Knowledge of:

- Operation of current Communications Radio System and procedural operations and policies
- Location of major streets, public places, and landmarks in the City limits
- Police and Fire emergency procedures
- Reports available in CAD and RMS
- Telephone techniques
- Department policy and core values

Ability to:

- Type 45 words per minute net corrected
- Follow oral and written instructions
- Think quickly and clearly in emergency situations
- Ability to multi task
- Ability to train new employees and articulate procedures covered
- Complete daily documentation on trainee through written documentation
- Compile information and maintain reports in CAD

- Operate and train on the Department of Justice CLETS system
- Establish and maintain cooperative relationships with those contacted during the course of work

EXPERIENCE AND EDUCATION

Experience:

One year of experience as a City of Turlock Emergency Services Dispatcher II

Education:

Equivalent to completion of the twelfth grade and a minimum of fifteen (15) units of college course work from an accredited college or university.

Successful completion of the Department of Justice CLETS required workbook

Licenses/Certificates:

Possession of a valid California Driver's License (minimum Class C) at the time of application, to be maintained as a condition of continued employment.

P.O.S.T. Basic Dispatcher Certificate

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to view computer screen and look up codes in required manuals; read maps and fine print; hear well enough on the telephone with a headset to assist the public with emergency and non-emergency situations; use hands and fingers for touch screens, answering phones, computer keyboard, and writing; and ability to use a foot transmitter for verbal communication to field units when hands are busy typing.

NOTE: In addition to the requirements noted above, promotion to the Lead Emergency Services Dispatcher classification will require a test process to validate ability to perform and instruct on higher level tasks.

Reviewed and approved: _____
DATE

Revised, 5/92

Revised, 11/00

Revised, 8/12

Revised, 04/17

Revised: 06/28/22

City Council Staff Report

July 12, 2022



From: Katie Quintero, Development Services Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and directing the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development

2. SYNOPSIS:

Beginning the procedures for the formation of the Landscape and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the Fifth Street Community subdivision.

3. DISCUSSION OF ISSUE:

The Fifth Street Community subdivision will include the development of 15.86 acres into 178 single-family residential lots that will be located on 5th Street between W. F Street and E. Linwood Avenue, more particularly described as APN 043-059-027 and 043-016-005. The subdivision will be gated and typical lot sizes will range from 2,160 to 4,724 square feet. As a condition of the vesting tentative subdivision map (VTSM 2020-02), the development needs to form an assessment district that will finance the maintenance and operations of street lights, street maintenance, and street sweeping.

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of assessment districts and benefit assessment areas. The purpose of assessment districts and benefit assessment areas is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, drainage facilities, and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without placing an unfinanced service

burden on existing City funds that maintain existing streets, landscaping, and lighting. Since the enactment of these two Acts the City of Turlock has formed two hundred sixteen (216) assessment districts and benefit assessment areas with approximately \$3.7 million in revenue.

The proceedings for the formation of an assessment district and benefit assessment area will be conducted at three (3) Council meetings. The Council's action tonight is the first meeting and will initiate proceedings for the formation of the Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and direct the City Engineer to produce and file an Engineer's Report with the City Clerk for submission to Council.

In the second meeting, currently scheduled for July 26, 2022, Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

In the third and final meeting, currently scheduled for September 13, 2022, Council will conduct the public hearing and upon its conclusion, by resolution order the improvements and formation of the landscaping and lighting assessment district and street maintenance benefit assessment area and confirm the diagram and assessments.

The Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, when formed, will ensure that the development pays for its own maintenance and operation of streetlights, street sweeping, and future slurry seals along 5th Street. All internal roadways and landscaping are private and will be maintained by the subdivision's homeowners association (HOA).

4. BASIS FOR RECOMMENDATION:

- A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping, street lighting, and street maintenance.
- B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street lighting, street sweeping, street slurry seals, and landscaping so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None at this time. The fiscal impact will be determined at the second meeting by Council's approval of the Engineer's report, as filed or as modified.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Decline to initiate the proceedings to form this assessment district and benefit assessment area. City staff does not recommend this alternative as the maintenance costs for the infrastructure in this development would then impact other City funds.

B. Decline to direct the City Engineer to produce an Engineer's Report. City staff does not recommend this alternative as the Engineer's Report must be presented to Council for approval in the second meeting of the formation process.

10. ATTACHMENTS:

A. Draft resolution with site map and tentative subdivision map of "Fifth Street Community" subdivision

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING	}	RESOLUTION NO. 2022-
PROCEEDINGS FOR THE FORMATION	}	
OF THE FIFTH STREET COMMUNITY	}	
(DEVELOPMENT PROJECT NO. 21-006)	}	
LANDSCAPING AND LIGHTING	}	
ASSESSMENT DISTRICT AND THE STREET	}	
MAINTENANCE BENEFIT ASSESSMENT	}	
AREA AND DIRECTING THE CITY	}	
ENGINEER TO ACT AS THE ENGINEER OF	}	
WORK AND PRODUCE AN ENGINEER'S	}	
REPORT WHICH DETAILS THE ANNUAL	}	
COSTS TO THE DEVELOPMENT	}	
_____	}	

WHEREAS, the City Council of the City of Turlock proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the improvements described as follows:

The maintenance and replacement of street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Fifth Street Community, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 043-059-027 and 043-016-005 County of Stanislaus, State of California; and

WHEREAS, the City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Benefit Assessment Act of 1982 for the improvements described as follows:

All roadway improvements within the City right of way, from the centerline of the road to the City right of way, along the 5th Street frontage for that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 043-059-027 & 043-016-005 County of Stanislaus, State of California; and

WHEREAS, all landscaping and lighting within the City right of way from the centerline of the road to the City right of way, along the 5th Street frontage for that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 043-059-027 and 043-016-005 shall be designated as the "Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area", Development Project No. 21-006, City of Turlock, County of Stanislaus, State of California; and

WHEREAS, the City Council of the City of Turlock has designated the City Engineer of the City of Turlock as the Engineer of Work for the purpose of these formation proceedings; and

WHEREAS, the City Engineer is ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982; and

WHEREAS, upon completion of the report, the City Engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby initiates proceedings for the formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and directs the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of July 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

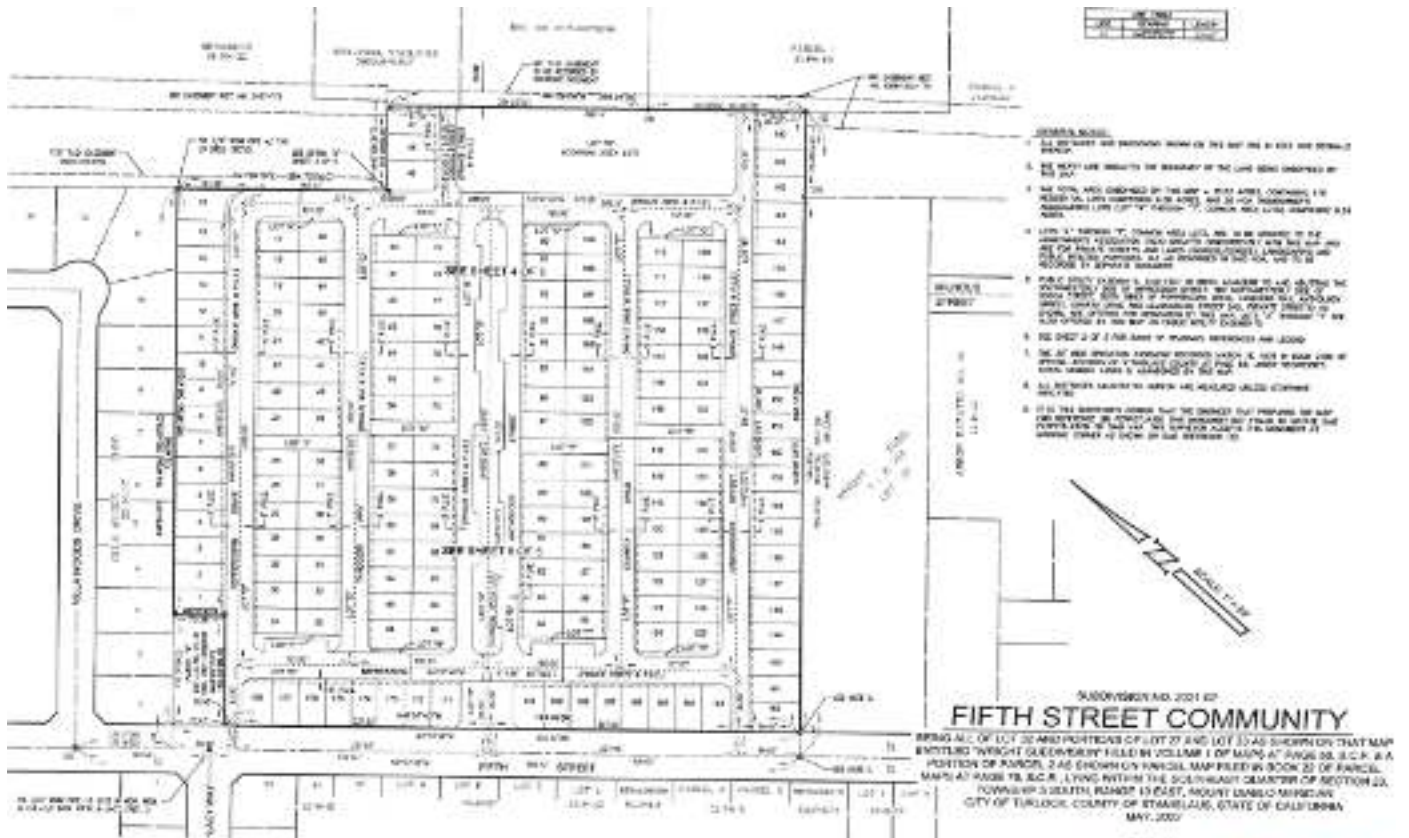
ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

**SITE MAP
of
“FIFTH STREET COMMUNITY”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



Tentative Subdivision Map
for
Fifth Street Community Subdivision



City Council Staff Report

July 12, 2022



From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Business Unit Supervisor

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School

Resolution: Adopting a resolution to approve an agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School

2. SYNOPSIS:

Approving an Agreement between the City of Turlock and Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School.

3. DISCUSSION OF ISSUE:

A School Resource Officer (SRO) is a career law enforcement officer, with sworn peace officer authority, deployed in community-oriented policing and assigned by the Police Department to work in collaboration with school and community-based organizations. The first SRO program began in Flint, Michigan in 1958. Many police agencies around the country began assigning SRO's to school sites in the 1970's.

The Turlock Police Department began deploying officers to Turlock High School on a voluntary, overtime basis in the early 1990's. In the late 1990's, the Turlock Police Department assigned its first SRO to Turlock High School as a four (4) year special assignment. The department has continued to provide that service to Turlock High school since then. Additionally, Turlock Police has provided an officer to Pitman High School since the school opened in 2002.

The Turlock Unified School District desires to continue on-site services of a Turlock Police Officer for its Turlock High School campus located at 1600 E. Canal Drive, Turlock, CA, and its Pitman High School campus located at 2631 West

Christoffersen Pkwy, Turlock, CA. The Turlock Police Department desires to accommodate the District's request for police services.

The Agreement is for the City to provide one (1) officer for police services to the Turlock High School campus and one (1) officer for police services to the Pitman High School campus for a period beginning August 10, 2022, and ending June 2, 2023.

District will compensate City at the rate of sixteen thousand sixty eight dollars (\$16,068) per month for Pitman High School Officer and thirteen thousand five hundred seventy five and 14/100^{ths} dollars (\$13,575.14) for Turlock High School Officer based upon a 40-hour week. If the officer is assigned work in excess of forty (40) hours or in the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of ninety-two and 70/100^{ths} dollars (\$92.70) per hour at Pitman High School and seventy-eight and 32/100^{ths} (\$78.32) per hour at Turlock High School.

City will bill District bi-monthly in arrears beginning September 26, 2022, and District shall remit payment within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agrees the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session. Please see Attachment "B" Agreement.

4. BASIS FOR RECOMMENDATION:

A. The placement of SRO's on high school campuses provides safety on campus and promotes a positive relationship with the community and Turlock Unified School District.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The reimbursement is based on the actual service and time provided to the school.

Revenue to account number 110-20-210.34024 "Turlock High School (SRO)" and 110-20-210.34025 "Pitman High School (SRO)."

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council could decline the Agreement between the City of Turlock and the Turlock Unified School District; however, staff does not recommend this as an alternative because assigning an officer to the high school affords appropriate safety and security for students and this Agreement provides for reimbursement from the school district for that service.

10. ATTACHMENTS:

Attachment A: Draft Resolution 2022-

Attachment B: Turlock Unified School District School Resource Officer Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESOLUTION }
TO APPROVE AN AGREEMENT BETWEEN }
THE CITY OF TURLOCK AND THE TURLOCK }
UNIFIED SCHOOL DISTRICT FOR POLICE }
OFFICER SERVICES AT TURLOCK HIGH }
SCHOOL AND PITMAN HIGH SCHOOL }
_____ }

RESOLUTION NO. 2022-

WHEREAS, District desires to acquire the on-site services of a Turlock Police Officer for its School Resource Officer (“SRO”) program, for its high school campuses located at: Turlock High School, 1600 East Canal Drive, and at John H. Pitman High School, 2631 West Christoffersen Parkway; and

WHEREAS, City desires to accommodate District’s request for police services in connection with the SRO program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution to approve an agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of July 2022, by the following vote:

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

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



AGREEMENT
between
THE CITY OF TURLOCK
and
TURLOCK UNIFIED SCHOOL DISTRICT
for
Police Officer Services for the School Resource Officer Program
at
Turlock High School and John H. Pitman High School

THIS AGREEMENT for police officer services in connection with the Turlock Unified School District's School Resource Officer Program ("Agreement") is made and entered into this 10th day of August, 2022, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City") and the **TURLOCK UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "District").

WHEREAS, District desires to acquire the on-site services of a Turlock Police Officer for its School Resource Officer ("SRO") program, for its high school campuses located at: Turlock High School, 1600 East Canal Drive, and at John H. Pitman High School, 2631 West Christoffersen Parkway; and

WHEREAS, City desires to accommodate District's request for police services in connection with the SRO program.

NOW, THEREFORE, the City and District (collectively the "Parties" or individual the "Party") agree as follows:

1. **Recitals.** The recitals stated above ("Recitals") are true and correct and are hereby incorporated into this Agreement. In the event of any inconsistency between the Recitals and sections 1 through 17 of this Agreement, sections 1 through 17 shall prevail.

2. **Term.** Subject to section 13 of this Agreement, City shall assign one officer to provide SRO services to Turlock High School and one officer to provide SRO services to Pitman High School for a period beginning August 10, 2022 and ending June 2, 2023.

3. **Compensation.** District will compensate City at the rate of sixteen thousand sixty eight dollars (\$16,068) per month for the Pitman High School Officer and thirteen thousand five hundred seventy six dollars (\$13,575.14) for the Turlock High School Officer based upon a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of ninety-two and 70/100^{ths} dollars (\$92.70) for each such hour worked at Pitman High School and seventy-eight and 32/100^{ths} dollars (\$78.32) for each such hour worked at Turlock High School. In the event City withdraws the officer pursuant to section 13 herein, District

shall compensate City for actual hours worked at the rate of ninety-two and 70/100^{ths} dollars (\$92.70) per hour at Pitman High School and seventy-eight and 32/100^{ths} dollars (\$78.32) per hour at Turlock High School.

4. **Billing.** City will bill District bi-monthly in arrears beginning September 26, 2022, and District shall remit payment within thirty (30) days.

5. **SRO Services.**

5.a The SRO will wear the regulation police uniform unless otherwise authorized by their supervisor for a specific purpose.

5.b The SRO will work to prevent juvenile delinquency, enforce the Penal Code as necessary, and enhance campus safety by modeling community policing practices and building positive relationships with students.

5.c The SRO may conduct and or coordinate parking traffic enforcement during critical commuting hours and may encourage compliance with state and local traffic laws.

5.d Upon request of and after meeting with Site Administration, the SRO will collaborate and initiate an investigation of criminal activity. SRO-initiated searches and seizures will follow all relevant search and seizure laws. The SRO shall follow all applicable federal and state laws regarding these practices.

5.e The SRO will also coordinate with Site Administration to document and address truancy issues, enforce truancy laws, and conduct student and parent education on the topic.

5.f During summer and other school breaks, the SRO may be periodically assigned to patrol District schools or perform other duties to maintain the necessary and required skills of a sworn police officer operating as an SRO.

5.g During summer and on days when school is not in session, the SRO will work with school personnel to write and update school emergency plans, conduct school threat assessments at all District schools, develop and provide training to school staff, coordinate crime prevention programs, continue positive relationships with students at summer leadership and diversion programs and other youth-based activities, participate as a regular partner in the District's broader school safety planning apparatus, and perform other tasks deemed necessary and appropriate by the District and the Department.

5.h The Parties agree that preference should be given for the SRO to remain on District campuses and perform SRO services. The Department shall only call on the SRO to perform other tasks when necessary.

6. **Student Discipline.** Site Administration shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus. Site Administration and SROs, as applicable, shall enforce the Education Code. The SRO agrees to collaborate with student discipline matters upon request by Site Administration.

7. **Student Records.** The parties agree that the SRO shall be allowed access to necessary student records for which the SRO has a "legitimate educational interest." The SRO shall not provide student records to anyone else without first consulting with a District administrator. The SRO shall not inspect or copy confidential student records outside the scope of the SRO's service, including any record related to a student's place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

8. **Training.** The City shall provide the assigned SRO with appropriate SRO training and other required training to maintain peace officer status, in accordance with applicable law enforcement standards. The City shall also provide training to additional peace officers to backfill the SRO position and cover absences due to scheduled training, vacation, or other unforeseen leaves to ensure officer presence on campuses.

9. **Feedback and Evaluation.** Both Parties will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring crime trends at District schools, the development of positive working relationships with students, school staff and parents/guardians, and the SRO's effectiveness.

10. **Nondiscrimination.** Neither the District nor the City shall discriminate against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, gender, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics when fulfilling duties under this Agreement.

11. **No Additional Duty of Care.** The Parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion. The Parties anticipate that the assigned officer's SRO duties are often off-campus. This Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer is not a breach of this Agreement.

12. **Indemnification.** The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of

litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement.

The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

13. **Suspension of Services.** Notwithstanding anything to the contrary in this Agreement, District may immediately suspend the Agreement, specifically the SRO program, in whole or in part, in response to any declared or imminent health, safety or financial emergency, until such time as the period of emergency is resolved, or a notice of termination, becomes effective, including such notice of termination as described in section 14 below. The City of Turlock shall be compensated for services satisfactorily performed and/or products delivered prior to suspending performance. Any fees that were paid in advance for SRO services that have not been performed or for products that have not been delivered shall be refunded in full to District within thirty (30) days.

14. **Modification of Services.** As an alternative to suspending performance as described in section 13, above, District may direct the City of Turlock to continue performance on a modified basis as conditions may require, such as modified schedule(s), performance/delivery of SRO services on a less frequent basis, or adjustments in quantity. Notice of any schedule modification or performance frequency, including termination, shall be provided to City with ninety (90) days' notice; however, if the District's Governing Board orders the closure of schools due to an emergency for an extended period of time, then such notice shall be provided to City and take effect with ten (10) days' notice. Compensation during any period of emergency shall be proportionally adjusted to reasonably reflect the modifications in performance to be mutually agreed upon by the parties. In the event the parties are unable to mutually agree upon the proportionally adjusted compensation, the Agreement shall be temporarily suspended pursuant to section 13. District shall not be liable to City or to any third party for consequential damages, lost profits, or other losses arising from the suspension, termination, or modification of any contract pursuant to this section.

15. **Right to Terminate.** If any suspension or modification of this Agreement, as described in sections 13 and 14, above, continues for six (6) consecutive months, the City shall have the right, starting on the first day following that six-month period, to terminate this Agreement and to discontinue all SRO services to the District with no further obligation to provide such services. Any termination of this Agreement made pursuant to this section shall be effective as soon as the District receives written notice from the City regarding its decision to terminate the Agreement, and shall remain effective indefinitely or until such time as the Parties enter into a new agreement for police officer services.

16. **Cancellation.** Either Party has the right to cancel this Agreement at any time and without any future obligation upon thirty (30) days' written notice to the other Party.

17. **General Provisions.**

(a) *Governing Law; Venue.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for any legal proceedings related to the enforcement of this Agreement shall be in the Superior Court for the County of Stanislaus.

(b) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of

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

(c) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

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

(e) *Entire Agreement.* This Agreement, together with any attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment of this Agreement.* This Agreement may only be amended or modified by the written mutual agreement of the Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

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

(j) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) *Authority.* This Agreement is invalid unless executed by an authorized agent of each Party. All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Parties and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. A designated officer is not an authorized agent of the City.

(l) *Document Preparation.* This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

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

CITY OF TURLOCK, a municipal corporation

By: _____

Title: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Print Name: _____

ATTEST:

By: _____

Title: _____

Print Name: _____

Turlock Unified School District

By: *Dana S. Trevethan*

Title: Superintendent

Print name: Dana S. Trevethan

Date: June 21, 2022

City Council Staff Report

Date: July 12, 2022



From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the Master Property Tax Revenue Agreement between the City of Turlock and the County of Stanislaus; and authorize the City Manager to execute the proposed Agreement.

2. SYNOPSIS:

Authorization to accept the Master Property Tax Revenue Agreement (Agreement) between the City of Turlock (City) and the County of Stanislaus (County); and authorizing the City Manager to execute the Master Property Tax Revenue Agreement on behalf of the City of Turlock.

3. DISCUSSION OF ISSUE:

Property Tax Sharing Agreements are required between Cities and Counties for an annexation to be completed. There are two (2) options for the agreements; 1. a Master Property Tax Revenue Agreement; or 2. individual agreements for each annexation.

Stanislaus County and the nine (9) Cities of the County have been in negotiations over the Master Property Tax Revenue Agreement that was adopted by the County and Cities in 1996. This agreement provided for the County to keep the base property taxes on all land annexed by a City and the growth in base value was shared 70% the County, and 30% the City.

Over the past 26 years there have been several amendments between the County and individual Cities for specific developments both residential, and industrial/commercial projects.

These specific projects generally shared the growth in base property tax by 50% / 50%. In 2006, the agreement was amended to address technical issues. The County paid the Cities a total of \$500,000 as a result of the amendments.

The Agreement also calls for separate negotiations on County Islands inside the City limits.

This Agreement provides for a more favorable distribution of property taxes than the current agreement. The agreement is a moving forward agreement beginning with the 2022/2023 fiscal year.

The currently proposed Agreement has the County continuing to keep the base amount upon annexation, and then sharing in the growth in base value on a 50% / 50% basis.

4. BASIS FOR RECOMMENDATION:

While the City has no current plans to annex more land into the City, it has been five (5) years since the last General Plan update. The current planning is to ask the Council to initiate a General Plan update beginning this fall. Out of this process there will arise planning for annexations during the next five (5) or more years.

These annexations would be subject to the new Master Property Tax Revenue Agreement. The sharing in the growth of the land's base value would be 50% to the City and 50% to the County. This does not commit the City to share sales taxes, Transient Occupancy Tax or other fees that might arise out of developments in the annexed area.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Until there is an agreement there is no fiscal impact. With an agreement the short-term impact is approximately \$530,000 per year. The longer-term impact will be a product of annexations that can only be calculated when they are being processed.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

The Council could terminate the existing agreement and negotiate tax sharing on an annexation by annexation basis.

9. ATTACHMENTS:

Attachment A: Draft Resolution

Attachment B: Master Property Tax Revenue Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE MASTER }
PROPERTY TAX REVENUE AGREEMENT }
BETWEEN THE CITY OF TURLOCK AND THE }
COUNTY OF STANISLAUS; AND AUTHORIZE }
THE CITY MANAGER TO EXECUTE THE }
PROPOSED AGREEMENT }

RESOLUTION NO. 2022-

WHEREAS, Property Tax Sharing Agreements are required between Cities and Counties for an annexation to be completed; and

WHEREAS, the Master Property Tax Revenue Agreement was first adopted by the County and Cities in 1996. Over the past 26 years there have been several amendments between the County and individual Cities for specific developments both residential and industrial/commercial projects; and

WHEREAS, Stanislaus County and the nine (9) Cities of the County have been in negotiations over the Agreement. The proposed Agreement provides for a more favorable distribution of property taxes than the current agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Master Property Tax Revenue Agreement between the City of Turlock and the County of Stanislaus; and authorizes the City Manager to execute the proposed agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of July, 2022, by the following vote:

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

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

MASTER PROPERTY TAX REVENUE AGREEMENT

BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF TURLOCK

This **MASTER PROPERTY TAX REVENUE AGREEMENT** ("Agreement") is made and executed on this ___ day of _____, 2022 ("Effective Date"), by and between the County of Stanislaus, a political subdivision of the State of California ("County"), and the City of Turlock, a municipal corporation of the State of California (the "City"). County and City may each be referred to as a "Party" or collectively as the "Parties".

RECITALS

- A. Section 99 of the California Revenue and Taxation Code authorizes local agencies, such as City and County, to enter into master property tax sharing agreements to provide adjustments to the allocation of property taxes upon annexation.
- B. It is the purpose of this Agreement to adjust the allocation of property tax revenue between City and County and address the requirements under Revenue and Taxation Code Section 99 and adjustment of the appropriation limits of the affected governmental agencies pursuant to Section 3(b) of Article XIII B of the Constitution of the State of California.
- C. City and County recognize the importance of maintaining consistent property tax sharing arrangements across similarly situated jurisdictions and the importance of a standing master property tax revenue sharing agreement to facilitate sound planning for development and the continued provision of services as a result of development, and it is the intent and purpose of the Parties to accomplish this goal to the greatest extent possible.
- D. City and County previously entered into an agreement, known as the Master Property Tax Sharing Agreement, effective October 1, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization ("1996 Agreement").
- E. Under the 1996 Agreement, which was entered into by the County and all nine cities, the County agreed to share future increases in real property tax revenue above the base amount with 70% of the tax growth going to the County and 30% to the Cities.
- F. In 2006 the parties entered into Amendment No. 1 of the 1996 Agreement to clarify technical issues and the intent of that agreement.
- G. City and County have worked together to develop a revised approach to property tax sharing, improving locally available revenues.

- H. City and County seek to align the interests of their respective jurisdictions in a way that promotes and financially encourages future economic development and the provision of housing.
- I. As provided for in this Agreement, City and County intend to ensure the timeliest, most efficient, and most cost-effective delivery of services provided to the public.
- J. It is the intent of City and County to identify and include all annexations which were subject to the 1996 agreement; to identify any annexations after 1996 that were separately negotiated and include those in this Agreement where applicable; and to identify unincorporated areas which will be specifically excluded from this Agreement.
- K. The annexation areas identified in Exhibit A comprise only those tax rate areas for which the parties intend to modify the sharing of future annual property tax increment.
- L. The annexations and unincorporated areas identified in Exhibit B, comprise those areas which are specifically excluded from this Agreement.
- M. The parties intend by this Agreement, that beginning with the 2022 Assessment Roll, for all tax rate areas identified in Exhibit A, the parties will share equally the County's future annual tax increment, as that term is defined in Section 98 of the Revenue and Taxation Code.
- N. The parties intend to share equally the annual tax increment, for all future annexations which are not specifically excluded by this Agreement, that occur after the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the City and County hereby agree as follows:

AGREEMENT

Section 1. Recitals. The recitals above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and Sections 1 through 12 of this Agreement, Sections 1 through 12 shall prevail.

Section 2. Definitions.

(a) "1996 Agreement" shall mean the Master Property Tax Sharing Agreement entered into between the City and the County effective October 1, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization and its Amendment No. 1 of 2006.

(b) “Annexation” shall mean the inclusion, attachment, or addition of territory to the City pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

(c) “Ad Valorem Property Tax” shall mean the tax imposed on real and tangible personal property based upon the value of the property.

(d) “Base Property Tax Year” shall mean the tax year immediately preceding the year in which the State Board of Equalization recognized and notifies the County Auditor-Controller of the Annexation.

(e) “Educational Revenue Augmentation Fund” or “ERAF” shall mean a requirement of the County Auditor-Controller to shift a certain percentage of annual allocations of local property tax revenues from counties, cities, and special districts to a specified fund which is utilized by the State of California to reduce its financial obligation to public schools and help meet its minimum state funding requirements pursuant to Proposition 98.

(f) “Incremental Property Tax Revenue” shall mean the total amount of property tax revenue increase or decrease computed from the assessed valuation over the Base Property Tax Year. [reference Revenue and Taxation Code Section 96.5]

(g) “Tax Rate Area” shall have the same meaning as defined in Revenue and Taxation Code section 95(g)(1).

Section 3. Reporting. From and after the first fiscal year following the effective date of each Annexation, County Auditor-Controller will report, as part of the regular AB 8 report process, to the City Manager and to the County Executive Office the calculation and the actual amount of the Ad Valorem Property Tax revenue available for allocation and distribution pursuant to this Agreement. After provision of this report, either party may request to meet and confer with the other party to review the annual report.

Section 4. Allocation of Ad Valorem Property Tax Revenue for New Annexations. When a jurisdictional change occurs, the Ad Valorem Property Tax revenue attributable to the territory Annexed to the City, for all land use types, shall be adjusted in the following manner:

(a) For Annexations other than County unincorporated islands or properties identified in Exhibit B, County shall retain its one hundred percent (100%) share of the Ad Valorem Property Tax revenue attributable to the Base Property Tax Year amount. After Annexation, the annexing City shall receive a fifty percent (50%) share of the County’s Incremental Property Tax Revenue. County shall retain the remaining fifty percent (50%) share of the County’s Incremental Property Tax Revenue.

(b) Where an Annexation includes land served by a special district, City shall receive the entire amount of the Ad Valorem Property Tax allocated to the special district upon the detachment of the annexed territory from the special district or the dissolution of the special district.

(c) Except as set forth in subsection (d) below, for any Annexation effecting an unincorporated County island or listed in Exhibit B, the annexing City shall meet and confer with County to determine the allocation of the Ad Valorem Property Tax revenue of the unincorporated County island when each such island is considered for Annexation.

(d) For an Annexation requested or initiated by County or required by state or federal law pertaining to, in whole or part, any unincorporated County island or disadvantaged community, the annexing City shall meet and confer with County to determine the allocation of the Ad Valorem Property Tax revenue of the unincorporated County area considered for Annexation.

The provisions of this Section 4 shall survive and remain in effect following any termination of this Agreement, i.e., there will be no reversion back to the 1996 Agreement tax sharing rates.

Section 5. Allocation of Incremental Property Tax Revenue. Beginning with the property assessments included in the 2022 Assessment Roll based on property values established as of January 1, 2022, and delivered by the County Assessor to the County Auditor-Controller by July 1, 2022, the County's Incremental Property Tax Revenue for all Tax Rate Areas identified in Exhibit A, shall be shared evenly between City and County: fifty percent (50%) to City and fifty percent (50%) to County. The County's Incremental Property Tax Revenue sharing established under this Section 5 is calculated prior to any property tax revenue shift for ERAF. This Section 5 is prospective only and shall begin being applied by the County Auditor-Controller when property tax revenues are distributed during Fiscal Year 2022/2023. An example of the calculation performed by the Auditor-Controller to implement this agreement is attached as Exhibit C.

The provisions of this Section 5 shall survive and remain in effect following any termination of this Agreement, i.e., there will be no reversion back to the 1996 Agreement tax sharing rates.

Section 6. Adjustment of Appropriation Limit. Pursuant to Section 3(b) of Article XIII of the Constitution of the State of California, City shall increase its appropriation limit by the amount of Ad Valorem Property Tax revenue received after the adjustment provided for in Section 4 is completed. County shall decrease its appropriation limit by the amount of Ad Valorem Property Tax revenue that is transferred to City. It is also expected that any special district will decrease its appropriation limit by the amount of Ad Valorem Property Tax revenue it has had transferred to City upon detachment or dissolution.

Section 7. Additional Property Tax Agreement Discussions. County agrees to continue to meet and confer with City to address alternatives models of Ad Valorem Property Tax distribution to lessen the impact of ERAF.

Section 8. Term of This Agreement. The term of this Agreement shall commence as of the Effective Date and continue thereafter until one of the parties terminates this Agreement. Any party may terminate this Agreement by formal action upon no less than 60 days' notice and termination shall be effective on the first day of July following service of the notice of termination.

Section 9. Modification This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any amendment, modification, or revision of this Agreement must be a writing duly authorized and signed by both Parties.

Section 10. Entire Agreement With respect to the subject matter hereof only, this Agreement replaces and supersedes the 1996 Agreement, as well as any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between County and City.

Section 11. Notices Any notice or communication required hereunder between the parties must be in writing, and may be given either personally, by electronic mail ("email") (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving party's email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

County of Stanislaus
Chief Executive Officer
County Counsel
County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

City of Turlock
City Manager
City Attorney
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5454

Section 12. General Provisions

(a) *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

(c) *Severability.* This Agreement shall automatically terminate if this Agreement, in its entirety, is determined by a court of competent jurisdiction to be invalid or unenforceable. If any discrete provision of this Agreement shall be determined by such court to be invalid and unenforceable, or if any discrete provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Waiver.* A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(e) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(g) *Successors and Assigns.* All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors, and assigns. The Parties warrant and represent that they have the right and authority to execute this Agreement and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity this Agreement or any portion thereof. The Parties shall not assign or transfer this Agreement without the written consent of the other Party.

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

(i) *Other Documents.* The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

(j) *Authority.* The signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Party, and all formal requirements necessary or required to enter into this Agreement have been fulfilled.

(k) *Document Preparation.* This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(l) *Advice of Legal Counsel.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(m) *No Joint Venture.* Neither this Agreement, nor payment, shall constitute or create any form of association, joint venture, partnership, or cooperative activity, of any nature whatever, for any purpose between the City and the County.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS

CITY OF TURLOCK

By: _____
Jody L. Hayes
Chief Executive Officer

By: _____
Reagan M. Wilson
City Manager

"County"

"City"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

APPROVED AS TO FORM:

By: _____
Thomas E. Boze
County Counsel

By: _____
George Petrulakis
Turlock City Attorney

Authorized by Resolution No.2022-0298
Adopted June 14, 2022, by the
Stanislaus County Board of Supervisors

Authorized by Resolution No.
Adopted _____,2022, by the
Turlock City Council

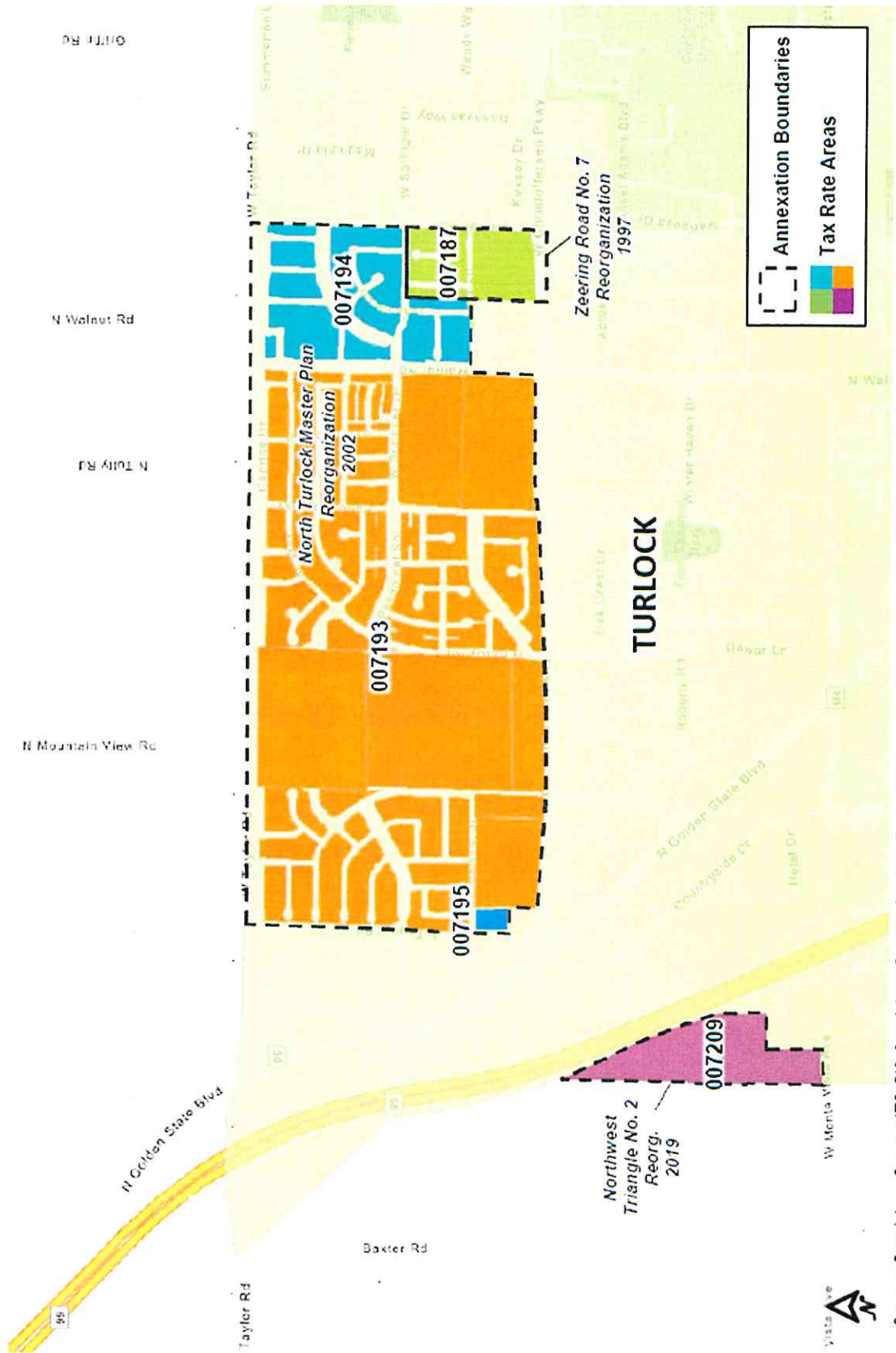
EXHIBIT A

<u>Annexation</u>	<u>Annexation Date</u>	<u>Tax Rate Area</u>	<u>Board of Equalization Roll Year</u>
1. Zeering Road No. 7 Reorganization	05/23/1997	007-187	1998/1999
2. Montana Estates Reorganization	06/13/1997	007-188**	1998/1999
3. South Kilroy Road Reorganization	02/17/1998	007-189**	1999/2000
4. High Street No. 2 Reorganization	02/17/1998	007-189**	1999/2000
5. Dianne Drive Reorganization No. 2	01/28/1999	007-190	2000/2001
6. North Berkeley Avenue No. 5 Reorganization	03/20/2000	007-191	2001/2002
7. Lander-Montana Reorganization	01/03/2001	007-192**	2002/2003
8. North Turlock Master Plan Reorganization	03/28/2002	007-193 007-194 007-195**	2003/2004
9. Northeast Turlock Master Plan Reorganization	06/07/2004	007-196 007-197	2005/2006
10. Bothun Road No. 5 Reorganization	07/14/2004	007-198**	2005/2006
11. East Tuolumne Master Plan Reorganization	05/18/2006	007-199	2007/2008
12. Hawkeye Addition No. 2A Reorganization	06/13/2006	007-200	2007/2008
13. North Olive/Canal Road Reorganization	08/02/2006	007-201**	2007/2008
14. Westside Industrial Specific Plan I Reorg.	05/21/2007	007-202 007-203 007-204**	2008/2009
15. Berger Reorganization	12/17/2007	007-205**	2009/2010
16. Westside Industrial Specific Plan II Reorg.	12/17/2007	007-206 007-207	2009/2010
17. Northwest Triangle No. 2 Reorg.	10/11/2019	007-209	2020/2021

**Redevelopment Areas as Identified by State Board of Equalization

TURLOCK

Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement Map 1 of 5

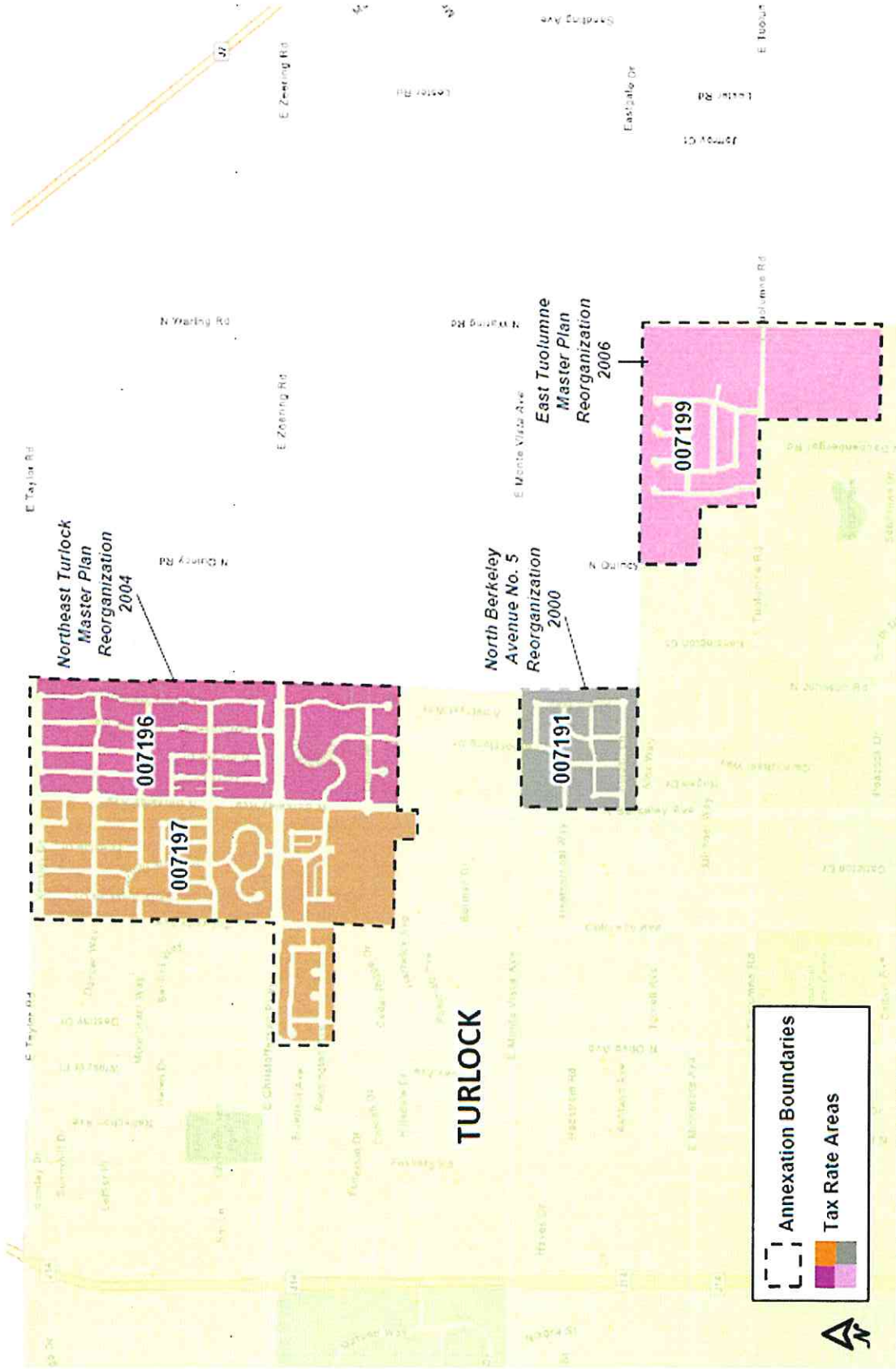


Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022

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Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement

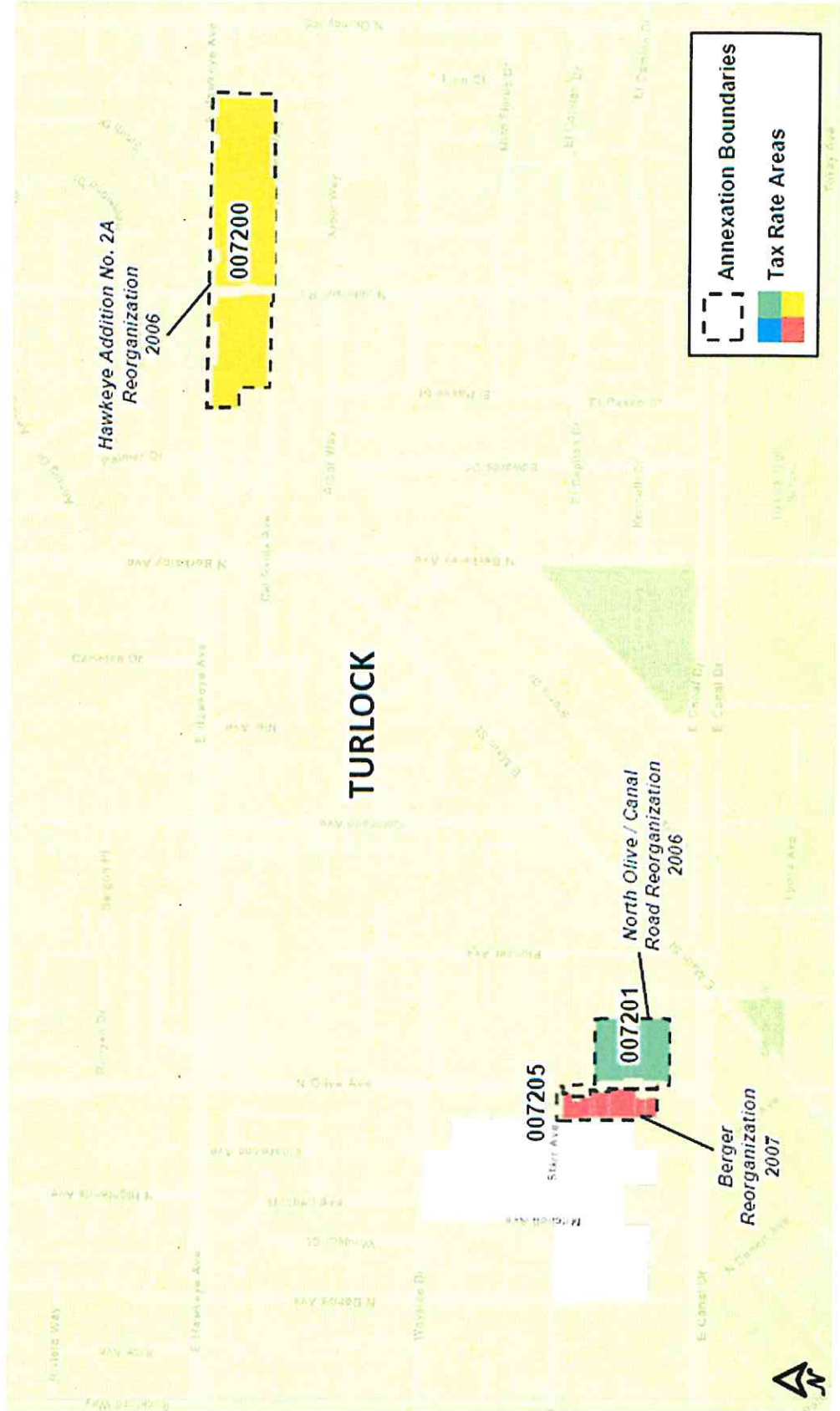
Map 2 of 5



Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022

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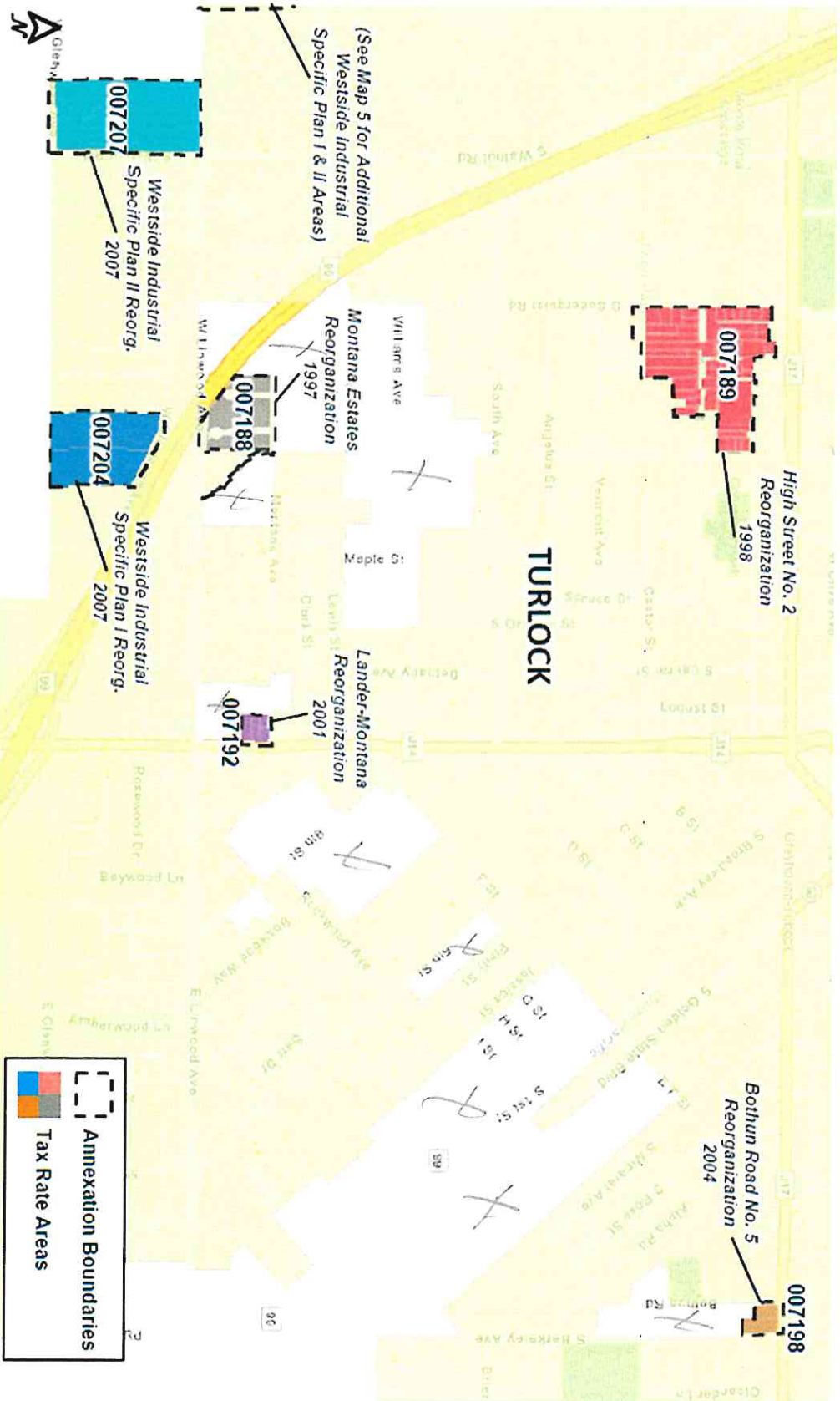
Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement Map 3 of 5



Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022

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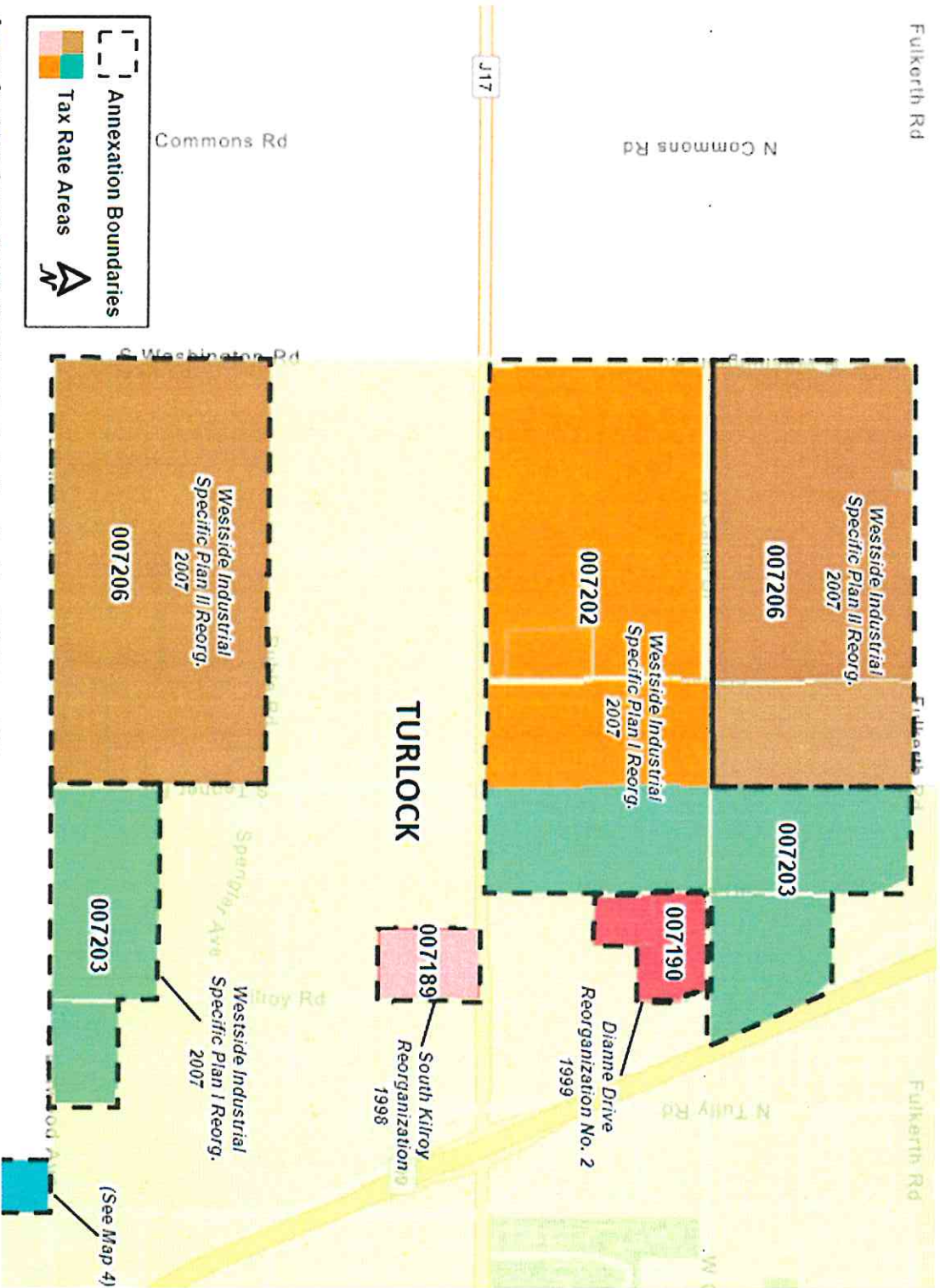
Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement Map 4 of 5



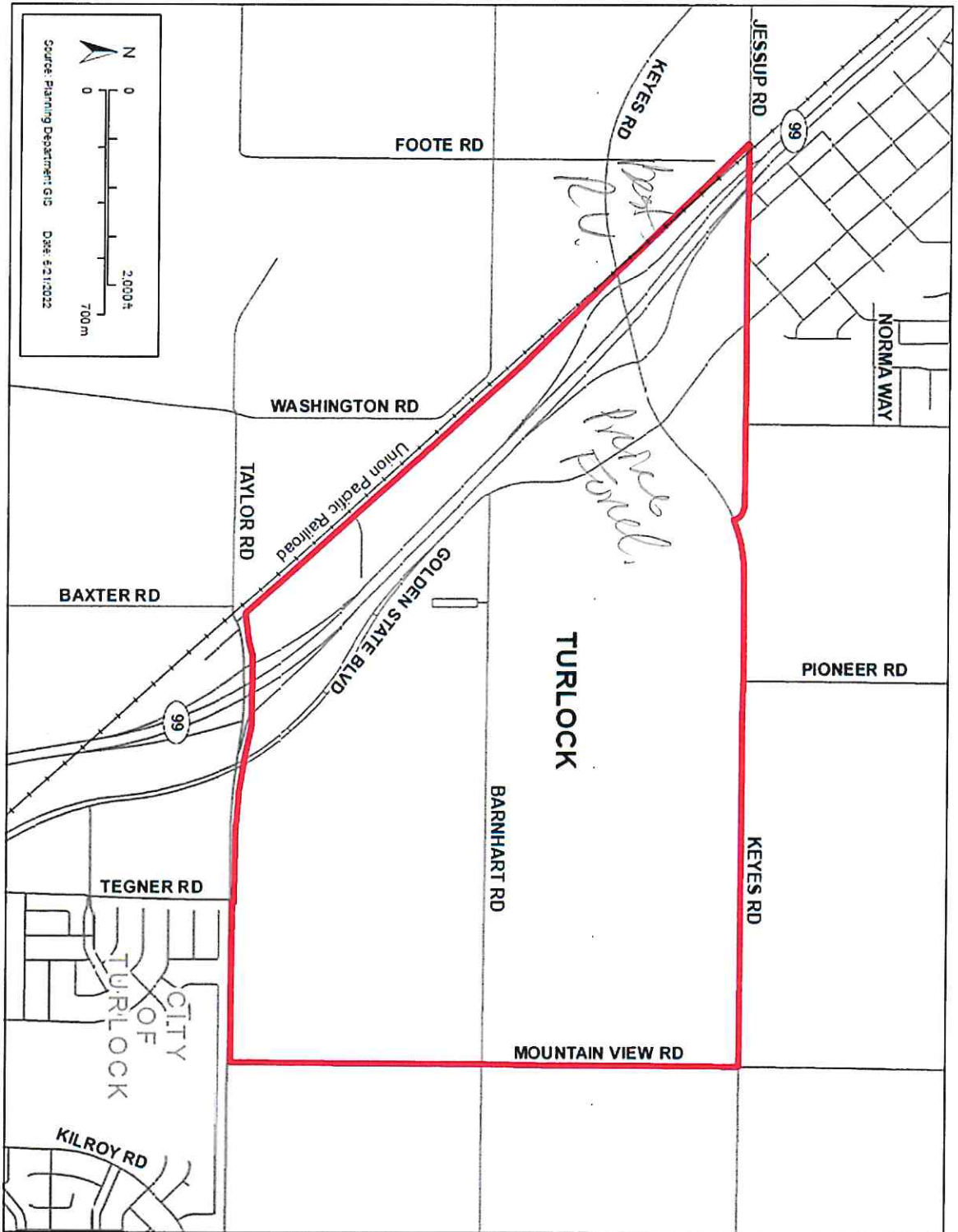
Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022

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Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement Map 5 of 5



Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022



AREAS EXCEPTED FROM THIS AGREEMENT

EXHIBIT B

Annexation Property Tax Sharing Allocation Example:
 Following is an example of a Tax Rate Area with a \$10 million base valuation and 10% cumulative valuation increase.

Component	STEP 1		STEP 2		STEP 3		STEP 4	
	AB 8 % ¹ Property Valuation Base Year	Property Valuation Year 1 Fwd Cumulative Increase	Pre ERAF 50/50 Split Distribution	Adj Growth Distribution	Post Eraf ERAF % ² ERAF Shift	Final Growth Distribution	% of Final Distribution	
Assessed Valuation	\$ 10,000,000	\$ 1,000,000						
General Tax Rate		1%						
Tax Increase		\$ 10,000						
County Share ¹	28.3%	Distribution \$ 2,830	-50% \$ (1,415)	\$ 1,415	-55.0% \$ (778)	\$ 637	6.4%	
City Share ¹	4.3%	\$ 430	50% \$ 1,415	\$ 1,845	-26.0% \$ (480)	\$ 1,365	13.7%	
School & Special Districts Share	67.4%	\$ 6,740		\$ 6,740		\$ 6,740	67.4%	
ERAF Share ²	100.0%	\$ 10,000		\$ 10,000		\$ 1,258	12.6%	
						\$ -		\$ 10,000

¹ AB 8%'s is the amount of property tax each entity receives. City and County AB 8%'s are an average of the AB 8%'s assigned to the annexed Tax Rate Areas (TRA)property tax sharing detailed analysis.

² ERAF (Educational Revenue Augmentation Fund) City shift @ 26.0% and County @ 55.0% (County Fund 8999 distribution includes property tax revenue in lieu of Vehicle License Fee revenue for Cities & County).

Final Average Net Impact per \$1,000,000 in Valuation Growth	
	50/50
County	\$ 637 31.8%
City	\$ 1,365 68.2%
City/County Total	\$ 2,002 100.0%