

AGENDA ITEM

May 26, 2015

TO: Honorable Mayor Domenighini and Members of City Council

FROM: Steve Holsinger, City Manager

SUBJECT: Consideration of approval of an MOU between the City of Willows and Stony Creek Joint Unified School District.

RECOMMENDATION

Staff is recommending City Council approval an MOU between the City of Willows and Stony Creek Joint Unified School District for the repositioning of the Elk Creek Library,

SUMMARY

Recently City Librarian, Jody Meza was approached about the possibility of relocating the Elk Creek Library Branch to a vacant building located on the Stony Creek School District property in Elk Creek. Discussions ensued and concluded with the development of an MOU between the City and the School District for the repositioning of the Elk Creek Library Branch. Staff is enthusiastically recommending approval of the MOU for relocating the Elk Library.

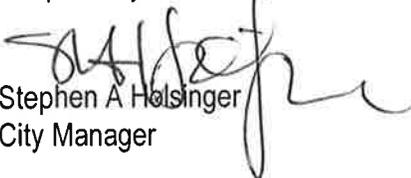
FINANCIAL CONSIDERATIONS

MOU approval will require a \$100 monthly rental fee; which reduces the net operating expense of the Elk Creek Library Branch by approximately \$150 monthly. These savings can be utilized for enhancement of other Library services in the future.

RECOMMENDATION

Staff is recommending City Council approval an MOU between the City of Willows and Stony Creek Joint Unified School District for the repositioning of the Elk Creek Library,

Respectfully submitted,


Stephen A Holsinger
City Manager

CC: Minutes of the Library Board of Trustees mtg May 14, 2015 – Willows, CA
Elk Creek Library Project Status Materials & Proposed/Recommended MOU

WILLOWS PUBLIC LIBRARY BOARD MEETING MINUTES

This meeting of the Willows Public Library Board was held on Thursday, May 14, 2015, at the Elk Creek Library. The meeting was called to order at 11:03am by Vice President, Adrienne Haylor.

Roll Call: Board members present: Julie Price, Dawn George, Lisa Kennedy, Lynn Soeth and Library Director, Jody Meza

Others Present: Brian Ramos, Willows Friends of the Library, Keith Carly- Elk Creek Friends of the Library, Audrzej Kubak, Deb Smith, Ron Smith, Sunshine Rae Kelly, Tracy Whitney, Lauren Carly, Marie Hammond, Nellie Westerman

Meeting Minutes: Dawn George made a motion to accept the meeting minutes 4/09/15. It was seconded by Lynn Soeth.

List of Bills Paid: March & April list of bills for all 3 branches. On Willows April billing \$5229.94 was for the microfilm reader. \$848.99 was getting all the public computers updated and locked down.

Open Floor to General Public: Keith Carly thanked the "esteemed" Board for coming to Elk Creek.

OLD/ONGOARD BUSINESS: **Willows Report:** Numbers are up. **Bayliss** – Numbers are very good. **Elk Creek:** Numbers are up

Friends of the Library Report: The Friends donated \$500 to the library for the Summer Reading Program. \$350 of that will go to the Wild Things Program on July 7th and the remaining \$150 will go towards materials for the Reading Program. The Friends recently received a donation of 4,000 books from a local estate. 90% of them were paperback books. Willows and Bayliss picked out 30 to 50 books for their permanent collection. Elk Creek will be headed to Willows today to make selections they would like to have. The Friends will be hosting a book sale June 3-6. Hours will be Wed/Thur from 9-6pm, Fri 9-5 & Sat 9-2. All books will be \$0.50/each. Proceeds will go to the Summer Reading Program.

Update on Digital Microfilm Reader: The digital microfilm reader is being installed and staff is being trained today. They will put it where the old catalog computer was.

Summer Reading Program: The Library received \$1000 from the Packard Foundation Grant. This is the last year of the grant. Last year the Library received \$750. They plan on stretching it as far as it will go.

NEW BUSINESS:

Action Item: Requested for Board to make recommendation of approval to the Willows City Council of MOU between the City of Willows and the Stony Creek Joint United School District with regards to use of a building belonging to the School District to house the Elk Creek Library. The Board was presented packets by Lauren Carly regarding this matter. After a brief discussion, Dawn George made a motion to approve the MOU and it was seconded by Adrienne Haylor. All ayes and no nays. Motion carried.

Comments by Board Members:

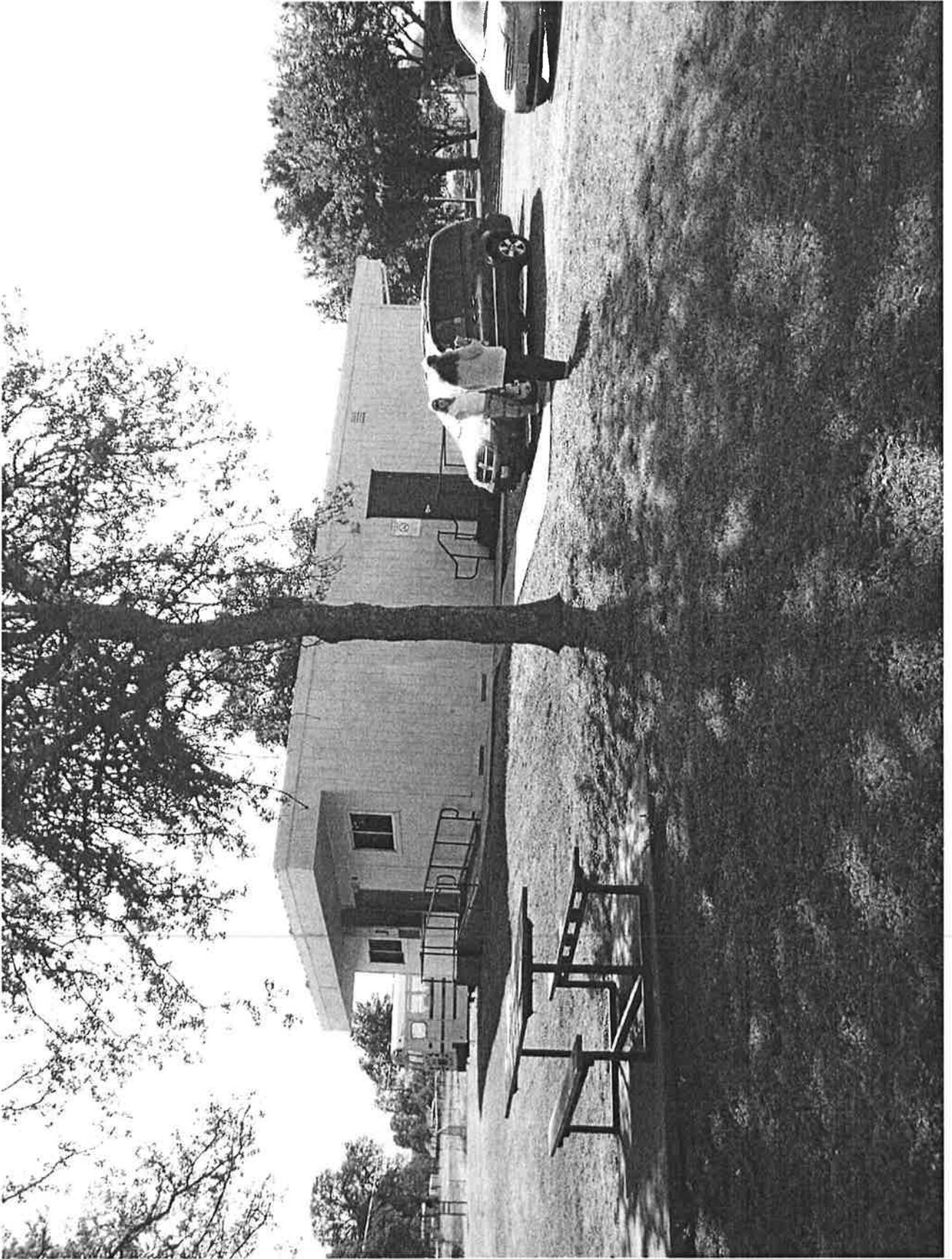
Dawn George thanked Elk Creek for their hospitality. Lauren introduced Marie Hammond who was visiting who recently made a generous donation to the Elk Creek Library. Adrienne Haylor announced that she has submitted her letter of retirement and will be moving to Rhode Island in the fall. She urged the Elk Creek visitors to consider serving on the Board.

Submitted by Lisa Kennedy, Secretary

Elk Creek Library Project

May 26 2015

1. Aerial View of proposed new EC Library Location (Bidwell Point Building)
2. Building Picture
3. Proposed MOU
4. Project Schedule
5. FAQs
6. Sample Library Joint-Use Calendar
7. MOU Between City and County regarding libraries



Elk Creek Library Project Schedule, 5/4/2015

Target Due Date	Task	Lead
Tue., Mar 10	Contact EC School and initiate project DONE	Jody and/or Carly
Thur., Mar 12	All parties agree in principal to start process (who attends meetings, form of agreement, and initial needs of all parties.) DONE	Everyone
Thur., April 3	First meeting to work out terms of agreement DONE	Laurel and Lauren
Tues., April 21	Second meeting to finalize terms of agreement and draft board packet info and press release. DONE	Laurel and Lauren
Wed., April 29	Third meeting to finalize terms of agreement and draft board packet info and pres release. DONE	
Tues, April 30	Agree on the terms of the joint library agreement – Final draft of all material DONE	Everyone
Monday, May 4,	Issue press release on the project DONE	Lauren
Tues., May 5	Add agenda item for SCJUSC informational session at next board meeting on May 12 DONE	Laurel
Tues., May 5	Add Agenda item to Willows Library Board Meeting agenda for the May 14 meeting. DONE	Jody
Mon., May 18	Add agenda item for Willows City Council informational session at next board meeting on May 19. (meets second and fourth Tuesday every month) DONE	Jody
Thurs., May 14, 11:00am at Elk Creek	Willows Library Board Meeting with agenda item to discuss and recommend to City Council to sign agreement for a joint library. (meets 2 nd Thursday/mo.) DONE	Lauren, Laurel, Jody and Keith.
Wed., May 20 6:00 pm	SCJUSC meeting (at Indian Valley Elementary) with agenda topic to discuss and possibly approve joint library (Board usually meets 2 nd Wed monthly)	Laurel
Tue., May 26, 7:00 pm	Willows City council meeting with agenda topic to discuss and possibly approve joint library agreement. (meets 1 st & 3 rd Tuesdays/mo)	Jody
Wed., May 27	Earliest the MOU could be signed.	Steve Holsinger
Monday, June 1	Add agenda item to Willows City Council meeting to approve joint library, if necessary	Jody
Monday, June 1	Add agenda item to SCJUSD to approve joint library, if necessary	Laurel
Fri., June 5	Last Day of school.	n/a
Tues., June 9, 7:00 pm	Willows City Council meeting with agenda topic to approve joint library, if necessary.	Jody

Target Due Date	Task	Lead
Wed., June 10, 6:00 pm	SCJUSC meeting (at Elk Creek) with agenda topic to approve joint library, if necessary (Board meets 2 nd Wed monthly)	Laurel
Thurs. June 11	Give current library land lord notice of vacating current facility.	
Thur June 18	School sign agreement with City (consider joint signing with city, at same day)	Laurel
Tues., June 23	Back up date for Willows City Council approval meeting	
Fri., June 19	Latest the City sign library agreement with SCJUSD	Holsinger/Jody
Sat., Jun 20	Latest date for Press release on joint library open house. Start packing library materials and school materials to move	Carly
Sun., Jun. 21– Fri. 26	Move library furnishings and books to new library	EC Library Committee
Wed , Jul 1	Get ready for open house.	Candy and E.C. Library Committee
Thu., Jul 2	New library open house	EC Library Committee
Mon., July 6	Project Complete. Library resumes normal operation	Candy and Tracey

Frequently Asked Questions Elk Creek Joint Library Project

1. Where would be the new location of the library? It will be at the Elk Creek Elementary School, in the building nearest the County road, near the entrance to the school. It is also known as the portable building between the the Elk Creek Elementary School and the Elk Creek Jr./Sr. High School.
2. Would it be ok for me to go on the school grounds if I am only visiting the joint library? Yes, so long as a public library patron stays in the vicinity of the library building and doesn't smoke or use any tobacco products in any area of the library because of its location on school grounds..
3. Would I be in the library with Elementary school kids? No. The use of the library by the public and the school students and teachers will be kept separated. The librarians and teachers will use a calendar to schedule the use of the joint library to make sure the students and public use the library at different times.
4. How will we be sure that the students will not have access to adult materials or the internet? While at the library, students will always be accompanied by a teacher who will be responsible for the students' use of the library materials. The students will not have access to the unfiltered library computers; they will be turned off when the public is not in the library.
5. Will students be able to check out books? Yes, when they visit the library as a class, but the books will be kept in the school facilities. If a student wants to check out a book to take home, they will have to be accompanied by a parent or guardian and check out during regular public library hours.
6. What are some disadvantages to having a joint library? During school hours there will less parking near the library compared to the current location. The new location will not have a covered shade porch for out door library patron use, and overall there will be less library space (no separate conference room or video room).
7. What are some advantages to a joint library? It will save the School District and the County some money, the interior lighting will be better at the new building, the building is in much better shape, the Elementary School students will have more ready, safer and frequent access to a public library. The teachers and students will have more resources available to them.
8. Can I still schedule a meeting at the library, such as for the Glenn Co. Rangeland Association? Yes, through the librarian, by using the joint scheduling calendar.
9. Will there still be a nursery school that uses the library? Yes, the sponsors will schedule through the librarian, by using the joint scheduling calendar.
10. Will I still be able to drop off books at the book drop? Yes.
11. Can I still drop off donated books at the new library location when the library is closed? Yes. There will be a designated location, but it will not be protected from the weather.

Frequently Asked Questions Elk Creek Joint Library Project

12. What if there is an unsavory person in the vicinity of the library, say at the library benches, during the time a class is scheduled to use the library? The school will have a contingency plan in place for this unlikely circumstance.

13. What will be the hours of the library in the new location and will they let me go to the post office at the same time? The hours will likely go back to a regular spring-summer schedule and a fall-winter schedule on Mondays and Wednesdays that will coincide with the post office use hours.

**ELK CREEK LIBRARY – STONY CK. JOINT UNIFIED SCHOOL DISTRICT
SAMPLE JOINT-USE LIBRARY SCHEDULE**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 EC Public Library Open 10:30 – 1:30	3 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	4 School Class Use 9:00 – 11:00 EC Public Library 12:00 – 5:00	5 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	6 School Class Use 1:00 – 3::00	7
8	9 EC Public Library Open 10:30 – 1:30	10 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	11 School Class Use 9:00 – 11:00 EC Public Library Open 12:00 – 5:00	12 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	13 School Class Use 1:00 – 3::00	14
15	16 EC Public Library Open 10:30 – 1:30	17 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	18 School Class Use 9:00 – 11:00 EC Public Library Open 12:00 – 5:00	19 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	20 School Class Use 1:00 – 3::00	21
22	23 EC Public Library Open 10:30 – 1:30	24 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	25 School Class Use 9:00 – 11:00 EC Public Library Open 12:00 - 5:00 EC Citizens' Library Meeting 5:00 pm – 7:30 pm	26 Little Elks Pre School 9:30 – 10:30 School Class Use 1:00 – 3::00	27 School Class Use 1:00 – 3::00 Glenn C. Rangeland Directors' Meeting 7:00 pm – 9:00 pm	28
29	30					

COUNTY CLERK
1605

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLENN,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,
CITY OF WILLOWS, A MUNICIPAL CORPORATION,
CITY OF ORLAND, A MUNICIPAL CORPORATION,
AND THE HAMILTON CITY CSD, A CALIFORNIA COMMUNITY SERVICE DISTRICT**

A Memorandum of Understanding (MOU), made and entered by and between the COUNTY OF GLENN, a political subdivision of the State of California, as First Party and herein after referred to as "County"; the CITY OF WILLOWS, a municipal corporation, as Second Party and herein after referred to as "Willows"; the CITY OF ORLAND, a municipal corporation as Third Party and herein after referred to as "Orland"; and HAMILTON CITY CSD, a California Community Service District, as Fourth Party, herein after referred to as "Hamilton City" with regard to library services effective the date approved by County.

RECITALS:

As a basis and premise for this MOU, it is understood and agreed:

1. For many years the County operated a county free library for the benefit of the people of the County, and Willows and Orland operated city free libraries for the benefit of the people in their respective cities, each owning their own equipment, furniture, books and other materials and assets.
2. In July 1968 the County, Willows, and Orland entered into a Joint Exercise of Powers Agreement to provide coordinated library services. Library operations under that agreement resulted in economies for all parties, better library services for all the people of Glenn County, standardization of library services, eliminations of duplicate services, and better utilization of professional and non-professional employees.
3. It is in the best interests of the people of the County, Willows, and Orland to continue providing coordinated library services within the County and that Hamilton City join in the provision of library services by entering into a continuing MOU.
4. The Cities of Willows and Orland shall continue to provide library services to residents of the unincorporated areas of the County. Willows shall also operate branch libraries in Elk Creek and Bayliss.
5. The County shall continue to provide funding for library services from County funds in a proportionate amount of: (a) Willows 49%, (b) Orland 45%, and (c) Hamilton City 6% of the annual County library budget.

AGREEMENT

In the consideration of the mutual promises of the parties, IT IS AGREED as follows:

1. **COORDINATED LIBRARY SERVICES:** The Willows City Library, the Orland City Library, and the Hamilton City Library shall each coordinate full services for public library lending and public library operations and facilities for all residents within the County of Glenn.

2. LIBRARY SERVICES IN THE NORTHERN SERVICE AREA: Library services for the City of Orland shall be supervised by the Orland City librarian and the library services in Hamilton City shall be supervised by the Hamilton City CSD.
3. LIBRARY SERVICES AND SUPERVISION BY WILLOWS: Library services in the southern half of Glenn County shall be supervised by the Willows City librarian. The Willows librarian shall consult with the chairman of the Board of Supervisors concerning the level of services in the Elk Creek and Bayliss branch libraries and any other branch libraries in the southern service area.
4. FINANCING: The two Cities, Hamilton City CSD, and the County shall continue to allocate funds as determined by their respective legislative bodies and shall endeavor to maintain the level of funding in the 1999-2000 budget. The parties shall endeavor to increase the annual library budgets, taking into consideration the funds available, the services needed, and changes in the cost of living index. Orland, Willows, and Hamilton City CSD, shall maintain a strict accountability of all funds and report all receipts and disbursements. In the review of such budgets and budget recommendations, the records of revenue and expenditures for library services in the preceding year shall be available to all legislative bodies.
5. BUILDING MAINTENANCE: No County funds shall be used by Orland or Willows for construction, financing, or maintenance of City library buildings. County-owned branch library buildings located in the County which are not within the incorporated limits of Willows or Orland shall be maintained by Glenn County. The City of Willows may use allocated funds to provide for a branch facility in Elk Creek.
6. TERM: This MOU shall be for a term of five (5) years, commencing on the date this MOU is executed by the County. It shall thereafter continue from year to year unless written notice is given by any one party to the others one year prior to any April 1st that the MOU is to be terminated as of the next succeeding June 30th.
7. NORTH STATE COOPERATIVE SYSTEM: Willows and Orland shall remain members of the North State Cooperative Library System so long as it continues to exist. Hamilton City shall use good faith efforts to become a member of the NSCLS.
8. RETENTION OF IDENTITY: None of the provisions of this MOU shall be deemed to be an intention by any of the contracting parties to disestablish the Willows City Library, the Orland City Library, or the Hamilton City Library, and each of such libraries shall retain its individual identity under the control of its legislative body but subject to the terms of this MOU.
9. COOPERATION AND COORDINATION: Insofar as possible and practicable, the Willows librarian, the Orland librarian, the Hamilton City librarian and the legislative bodies of each of the contracting parties shall cooperate in their endeavors to establish a coordinated library system in Glenn County under this MOU and may establish mutually-approved rules and regulations for this purpose.
10. This MOU may be amended and/or modified at any time by mutual written agreement of the four parties.

11. This MOU will supercede and replace any previous agreements, written or verbal, for library services by the County, Willows, Orland, and Hamilton City.

EXECUTED at Willows, California, on the year and date first above written.

GLENN COUNTY BOARD OF SUPERVISORS

By: *Ray J. Ferguson*
Chairman

ATTEST:

By: *Sandy Kennedy, Dist.*
VINCE T. MINTO, COUNTY CLERK,
RECORDER and ex officio Clerk,
Board of Supervisors, Glenn
County, California

CITY OF WILLOWS

By: *Sam R. Prude*

ATTEST:

By: *AK Hall*

CITY OF ORLAND

By: *Patricia H. Cosman*

ATTEST:

By: *Patricia H. Cosman*
Laura Blaine

HAMILTON CITY CSD

By: *Wes Eddy*

ATTEST:

By: *Madison Benton*

APPROVED AS TO FORM

By: *N.Y. Herring*
NORMAN Y. HERRING
Glenn County Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY WILLOWS, A MUNICIPAL CORPORATION, AND THE STONY CREEK JOINT UNIFIED SCHOOL DISTRICT, A SCHOOL DISTRICT

A Memorandum of Understanding (MOU), made and entered into by and between the CITY OF WILLOWS, a municipal corporation, as First Party and herein after referred to as "Willows" and the STONY CREEK JOINT UNIFIED SCHOOL DISTRICT, a school district, as Second Party and herein after referred to as "School District" with regards to use of a building belonging to the School District to house the Elk Creek Library effective the date approved by the City.

EXPLANATORY RECITALS:

As a basis and premise for this MOU, it is understood and agreed:

1. The School District has been taking students to the Elk Creek Library as part of their educational activities.
2. The School District owns a stand-alone 40-foot by 40-foot modular building on between the Elk Creek Elementary School and Junior/High School campuses (Modular) that they wish to rent to Willows for occupancy and use by the Elk Creek Library.
3. The School District, Willows and the Elk Creek Library see this relocation to the School District building as a mutual benefit to both parties.

AGREEMENT

In the consideration of the mutual promises of the parties, IT IS AGREED as follows:

1. **BUILDING OCCUPANCY:** Upon execution of this agreement, Willows shall cause the Elk Creek Library collection, furnishings, equipment and miscellanea to be moved into the Modular building. The Willows Library Director shall over see and direct the lay out and organization of the Elk Creek Library furnishings, equipment and collection. The Willows Library Director shall coordinate with the School District Principal on the lay out and move into the building.
2. **COORDINATED LIBRARY SERVICES:** The Principal of the School District and the Library Director administering the Elk Creek Library shall jointly develop a Standard Operating Policy (SOP) by which the Elk Creek Library will be used by the School District and the public patrons of the Elk Creek Library in a mutually agreeable and beneficial manner. The SOP shall be reviewed by the Principal of the School District and the Library Director every twelve (12) months and mutually revised if necessary.
3. **SUPERVISION OF STAFF:** When the School District staff and students use the Elk Creek Library housed in the Modular Building, the School District shall be responsible for paying and supervising the School District staff. When the Elk Creek Library staff use the Elk Creek Library housed in the

School Building, the Willows Library Director shall be responsible for paying and supervising the Elk Creek Library staff.

4. **BUILDING MAINTENANCE:** The Elk Creek Library staff shall maintain the inside of the building as they have in the current Elk Creek Library Building. The School District shall maintain the outside of the building and immediate adjacent grounds as they have.
5. **PAYMENT:** Willows shall pay to the School District monthly a sum of \$100 monthly for occupancy of the Modular building, subject to the continuing funding level being available each subsequent fiscal year from the County of Glenn.
6. **TERM:** This MOU shall be for a term of one (1) year, commencing on the date this MOU is executed by Willows. It shall thereafter continue to renew each subsequent year unless a written notice is given by any one party to the other four (4) months prior to the date that the MOU is to be terminated.
7. **DISPUTE RESOLUTION:** If a dispute arises under this agreement that cannot be resolved by the Principal of the School District and the Library Director, the dispute shall be referred to the School District Superintendent and the City Manager, which shall resolve the dispute.
8. **RETENTION OF IDENTITY:** None of the provisions of this MOU shall be deemed to be an intention by any of the contracting parties to disestablish the Willows City Library, the Elk Creek Library, Willows or the School District, and each entity shall retain its individual identity under the control of its legislative body but subject to the terms of this MOU.
9. **INSURANCES:** The District will be responsible for insuring against liability and loss for use of the grounds and building and Willows will be responsible for insuring against loss of their property used inside the Modular.

Each party shall hold the other harmless for joint use of the library in the Modular building. The District shall indemnify, defend, and hold Willows, and its elected officials, officers, directors, employees, and volunteers harmless from and against any and all claims, suits, actions, liability, loss, damage, property damage, personal injury (including death), expenses, and costs (including without limitation, reasonable attorneys' and experts' fees and costs) which are the result of the negligence, nonfeasance, or willful misconduct of the District arising from this Agreement.

Willows shall indemnify, defend, and hold the District, and its elected officials, officers, directors, employees, and volunteers harmless from and against any and all claims, suits, actions, liability, loss, damage, property damage, personal injury (including death), expenses, and costs (including without limitation, reasonable attorneys' and experts' fees and costs) which are the result of the negligence, nonfeasance, or willful misconduct of the Willows arising from this Agreement.

10. AMENDMENTS: This MOU may be amended and/or modified at any time by mutual written agreement of the two parties.

ATTEST:

CITY OF WILLOWS

By: _____

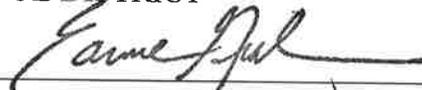
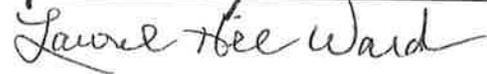
By: _____

Date: _____

ATTEST:

STONY CK. JOINT UNITED
SCHOOL DISTRICT

By:  _____

By:  _____


APPROVED AS TO FORM

By: _____
Council, City of Willows

AGENDA ITEM

May 26, 2015

TO: Honorable Mayor Domenighini and Members of City Council

FROM: Karen Mantele, Principal Planner

SUBJECT: Façade Improvement Program Funding Request(s):
1. David & Laura Boehm for 300 N Butte Street (APN: 003-051-002)
2. Jennifer Carriere-La Duke, 136 S. Butte Street (APN: 003-051-002)

RECOMMENDATION

Adopt the attached resolution(s) approving the use of Downtown Façade Improvement Funds for two exterior facade rehabilitation projects for existing commercial buildings located at 300 N. Butte Street, and 136 S Butte Street

SUMMARY

In June of 2008 the City Council adopted Resolution #31-2008 which provided Façade Improvement funding assistance to property and business owners in the Central Commercial (CC) Zoning District. This resolution and funding will implement a community goal of the 2000 Community Vision and Action Plan which was to establish a Downtown Façade Improvement Program (PROGRAM) to support downtown reviatlization efforts. The program was seeded by the Wal-Mart project conditions of approval, and funds were committed and deposited with the City to which a portion has been set aside for this PROGRAM.

Two Grant applications have been submitted to the City; one for a regular Façade Improvement Grant and one for a Façade Mini-Grant. They are described as follows:

- (1) David and Laura Boehm have made an application request to the City for a grant under the Downtown Façade Improvement Program, for several exerior improvements to include installation of new doors and windows to an existing commercial building located at 300 N Butte Street. The initial project, which is to reuse an existing commercial building to establish an exercise business, was heard by the Planning Commission on August 20, 2014 under a Conditional Use Permit and Design Review application. It was understood during the hearing of the item that new windows and doors would be part of the overall project, as the building had a fire and was being remodeled. The total cost estimate of the project is approximately \$35,798.86 (*see attached estimates*). Per the PROGRAM guidelines, an applicant may request funding assistance in which the PROGRAM would reimburse the applicant fifty percent (50%) of total project cost. Window replacement is listed as eligible façade improvements. Other improvements can be made with written approval if they meet the objectives of the PROGRAM. The grant application was reviewed by GWIL and a recommendation was made to only fund a portion of the request not to exceed \$10,000.
- (2) Jennifer Carriere-La Duke has made an application request to the City for a mini-grant under the Downtown Façade Improvement Program, to paint the exterior of the building at 136 S. Butte Street. Ms Carriere La Duke desires to improve the building front and south side with

new paint. The total cost of the project is \$1,553.22. Mini grants are available up to a maximum of \$1,500 per project. The grant application was reviewed by GWIL and a recommendation was made to fund the request. The applicant will have to pay the difference as the amount over the allowed maximum mini grant. The type of work proposed did not require Planning Commission approval, as the color choice is within the acceptable color scheme and approved by GWIL.



300 N. Butte Street



136 S. Butte Street

FINANCIAL CONSIDERATIONS

The approval of the attached resolution(s) commits the City to \$11,500 (\$10,000 for Boehm project and \$1,500 for La Duke project) of Downtown Façade Improvement matching funds. The source of funding is available through partial allocation of the Wal-Mart Economic Impacts contribution.

NOTIFICATION

Mr. & Mrs. Boehm and Ms Carriere La Duke have been notified.

ALTERNATE ACTIONS

No alternatives are recommended.

RECOMMENDATION

Adopt the attached resolution(s) approving the use of Façade Improvement Funds to reimburse/assist David and Laura Boehm and Jennifer Carriere La Duke with improvements to their businesses, not to exceed a total of \$11,500 total for both projects.

Respectfully submitted,

Karen Mantele
Principal Planner

Approved by:

Steve Holsinger
City Manager

Attachments:

- 1) Draft Resolution(s)
- 2) GWIL letter(s)
- 3) Project cost estimate(s)
- 4) Color approval letter

RESOLUTION No. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE USE OF DOWNTOWN FAÇADE IMPROVEMENT FUNDS FOR DAVID AND LAURA BOEHM, OWNERS OF AN EXISTING COMMERCIAL BUILDING LOCATED AT 300 N.BUTTE STREET, ASSESSORS PARCEL NUMBER 003-051-002

WHEREAS, on June 13, 2000, the City Council of the City of Willows adopted the Community Vision and Action Plan per Resolution No. 16-2000 which recommended a Community Goal to establish a Façade Improvement Program (PROGRAM), and

WHEREAS, on June 24, 2008 the City Council of the City of Willows adopted Resolution No. 31-2008 implementing a Downtown Façade Improvement Program, and,

WHEREAS, funding is available for the PROGRAM through partial allocation of the Wal-Mart Economic Impacts contribution, and

WHEREAS, David and Laura Boehm have requested the use of PROGRAM funds not to exceed \$10,000, for reimbursement of window and door installation work for property located at 300 N. Butte Street, within the Central Commercial Zoning district, and

WHEREAS, windows and doors are eligible items under the PROGRAM, and

WHEREAS, in an effort to further the goal of providing assistance to businesses within the Central Commercial Zoning District for downtown revitalization, it is recommended that the Council consider approving the use of PROGRAM funds for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows does hereby resolve as follows:

1. That the new windows and door project qualifies as an eligible use of PROGRAM funds.
2. That the City Council hereby commits \$10,000 of the PROGRAM funds to David and Laura Boehm for the new window and door project.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 26th day of May, 2015, by the following vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Mayor Domenighini

Natalie Butler, City Clerk

RESOLUTION No. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE USE OF DOWNTOWN FAÇADE IMPROVEMENT FUNDS FOR A MINI GRANT TO JENNIFER CARRIERE-LA DUKE, OWNER OF AN EXISTING COMMERCIAL BUILDING LOCATED AT 136 S.BUTTE STREET, ASSESSORS PARCEL 003-051-002

WHEREAS, on June 13, 2000, the City Council of the City of Willows adopted the Community Vision and Action Plan per Resolution No. 16-2000 which recommended a Community Goal to establish a Façade Improvement Program (PROGRAM), and

WHEREAS, on June 24, 2008 the City Council of the City of Willows adopted Resolution No. 31-2008 implementing a Downtown Façade Improvement Program, and,

WHEREAS, funding is available for the PROGRAM through partial allocation of the Wal-Mart Economic Impacts contribution, and

WHEREAS, Jennifer Carriere La Duke has requested the use of PROGRAM funds not to exceed \$1,500, for reimbursement of paint for property located at 136 S. Butte Street, within the Central Commercial Zoning district, and

WHEREAS, paint is an eligible item under the PROGRAM, and

WHEREAS, in an effort to further the goal of providing assistance to businesses within the Central Commercial Zoning District for downtown revitalization, it is recommended that the Council consider approving the use of PROGRAM funds for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows does hereby resolve as follows:

1. That a paint project qualifies as an eligible use of PROGRAM funds.
2. That the City Council hereby commits \$1,500 of the PROGRAM mini grant funds to Jennifer Carriere La Duke for the paint project.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 26th day of May, 2015, by the following vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

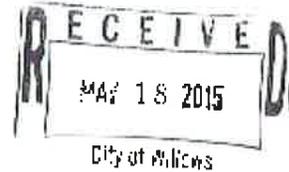
Mayor Domenighini

Natalie Butler, City Clerk

GWILL LETTER (BOEHM)

GREATER WILLOWS
IMPROVEMENT LEAGUE

201 N Lassen Street Willows, CA 95938
930.384.7041



May 18, 2015

Steve Holsinger, City Manager

The GWIL Committee would like to recommend the application of David and Laura Boehm for their business, Semper Fitness located at 300 N Butte Street.

The Boehm's originally submitted a request for assistance with paint, exterior lighting, new signs, new store front doors, and the addition of windows on the south-facing wall. However, as submitted the cost of the project would exceed the available grant funding.

At this time we can only consider a portion of their application. Based on the funds available for Façade Improvement Projects, our recommendation would be for reimbursement of the doors and windows in the amount of \$10,000.00. (Please see estimate from Alves Door Company, Inc.)

We are suggesting this amount, (which is less than the 50%) so that we may complete the process of other applications we currently have in process.

Should additional funding become available in the future, we have encouraged the Boehm's to consider applying again.

Thank you,

A handwritten signature in blue ink that reads "Dana Owens".

Dana Owens

GWIL Committee Member



GWIL LETTER (CARRIER LA DUKE)

H B DESIGN
142 SOUTH CRAWFORD AVE. WILLOWS CA 95988
530.330.9220 hbdhome@att.net

Dear GWIL Committee,

RE: Carriere-LaDuke Facade Improvement Application
For 136 South Butte St. Mini-Grant.

After meeting with and reviewing their application here is my recommendation to the committee.

They presented a bid for paint, materials only, I would recommend that they paint the entire front and South side of building as was done on the Ink Well Building. It is one of those buildings where the approach from the South is almost more visible than the front of the building. To leave it out of this "improvement" would be a missed opportunity to really spruce up this "Downtown" entry. The applicant told me of three color choices they were considering. While they were all lovely I think there were two standouts. (I have listed them in order of my preference).

Benjamin Moore - Essex Green - *swatch sample*

Benjamin Moore - Whale Gray

include photo of Ink Well Bldg

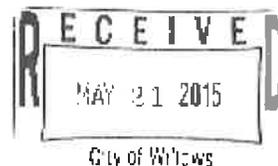
While both work with their existing clay tile roof I think I find the Green to be the best choice to both richen and enhance the building and the area.

I will be voting to award the full mini-grant to this project upon their willingness to proceed with this recommendation.

As always although this is my professional opinion on color, the rest is based on my understanding of the application and our policies.

Thanks guys

Heather Baker

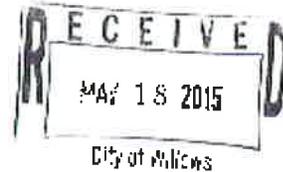


COST ESTIMATE (BOEHM)

GREATER WILLOWS
IMPROVEMENT LEAGUE

201 N Lassen Street Willos, CA 95938
930.984-7041

May 18, 2015



Steve Holsinger, City Manager

The GWIL Committee would like to recommend the application of David and Laura Boehm for their business, Semper Fitness located at 300 N Butte Street.

The Boehm's originally submitted a request for assistance with paint, exterior lighting, new signs, new store front doors, and the addition of windows on the south facing wall. However, as submitted the cost of the project would exceed the available grant funding.

At this time we can only consider a portion of their application. Based on the funds available for Façade Improvement Projects, our recommendation would be for reimbursement of the doors and windows in the amount of \$13,000.00. (Please see estimate from Alves Door Company, Inc.)

We are suggesting this amount, (which is less than the 50%) so that we may complete the process of other applications we currently have in process.

Should additional funding become available in the future, we have encouraged the Boehm's to consider applying again.

Thank you,

A handwritten signature in blue ink that reads "Dana Owens".

Dana Owens

GWIL Committee Member



COLOR APPROVAL LETTER (BOEHM)

H B DESIGN
142 SOUTH CRAWFORD AVE. WILLOWS CA 95988
530.330.9220 hbdhome@att.net

Dear GWIL Committee,

RE: Boehm Facade Improvement Application
for 300 N. Butte St. Matching Funds Grant.

After meeting with, reviewing their application, and other collateral information here is my recommendation to the committee.

Mr. Boehm met with me and turned in his application for their project. They presented an application with almost all the boxes checked! The property in question had a fire and then was vacated (for obvious reasons). He later provided us with some breakdowns. This takes facade improvement to a new level. They have to re-hab the burnt facade but would also like to "improve" the facade by adding windows and lighting to its South side. With this in mind here are my recommendations.

They intend to re-paint the building its existing color and have already ordered signage in conjunction with that color. The added windows are the part that I focused on. The bid is for \$30,529.70. Our max is 15,000 in matching funds. My caveat to that is our remaining funds and my desire to help as many people as possible. This is a lasting improvement and will be completed by a local merchant for a true win win for the greater good. I recommend granting as much as the committee deems possible with all things considered.

This of course is my professional opinion on the windows and the rest is based on my understanding of the application and our policies.

Thanks Guys

Heather Baker

COLOR APPROVAL LETTER (CARRIERE LA DUKE)

GREATER WILLOWS
IMPROVEMENT LEAGUE

201 N. Lacey Street, Willows, CA 95988
928.034.7041

May 19, 2015

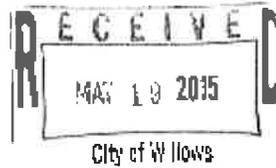
Steve Holsinger, City Manager

The GWIL Committee is recommending approval of the Façade Improvement Application received from Jennifer Carriere-La Duke. She is requesting a mini grant for the commercial property located at 136 S. Butte St. The intention is to complete the process themselves, and they have attached the breakdown of material costs.

Thank you,

Dana Owens

GWIL Committee Member



May 26, 2015

AGENDA ITEM

TO: Steve Holsinger, City Manager
FROM: Wayne Peabody, Fire Chief
Subject: Cal OES Salary Survey

RECOMMENDATION

Adopt a resolution authorizing Overtime and Portal to Portal Pay for Employees, using the Cal OES Salary Survey.

SITUATION (or BACKGROUND):

Each year the Willows Fire Department has administratively provided to Cal OES a Salary Survey. This year with changes in California Fire Assistance Agreement it is required that the governing body provide a resolution declaring that its employees to be paid portal to portal while in course of their official duty in support of emergency incidents.

This does not represent a change in activity, as both City and the Willows Rural Fire Protection District have engaged in providing OES service for a number of years. This is merely a new requirement to have a resolution on file.

FINANCIAL CONSIDERATIONS:

Upon completion of a emergency a F-42 form will be filed with CAL-OES for reimbursement of actual time on emergency.

Notification:

Willows PSA

ALTERNATE ACTIONS:

1. Request additional information from staff
2. Reject staff recommendation and/or direct item to be returned.

RECOMMENDATION:

Adopt a resolution authorizing Overtime and Portal to Portal Pay for Employees, using the Cal OES Salary Survey.

Respectfully Submitted



Wayne Peabody
Fire Chief

Approved By:



Steve Holsinger,
City Manager

Attachments:

Exhibit A: Resolution

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division
2015 SALARY SURVEY / ACTUAL ADMINISTRATIVE RATE
for the
AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO
THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES
(California Fire Assistance Agreement)

Please complete and/or correct this salary survey information sheet (all fields on this form that pertain to your agency are required or survey may be returned due to lack of information). Return your completed survey as soon as possible to:

California Governor's Office of Emergency Services / Fire and Rescue Division
3650 Schriever Ave Mather, California 95655

Or

FAX: (916) 845-8396

(To ensure receipt of your salary survey, we recommend mailing it to us "Certified with Return Receipt Requested")

Agency 3-Letter MACS I.D.:	WLL
Agency / Department Name:	City of Willows Fire Department
Physical Address, City, State, Zip:	445 S Butte St, Willows, Ca 95988
Mailing Address, City, State, Zip:	
Telephone Number:	530-934-3322
FAX Number:	530-934-5969
Email Address*:	wpeabody@cityofwillows.org
Federally Recognized Tribe? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Federal Fire Dept.? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Dept. of Defense? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

*Email is for the individual responsible for reviewing and processing the Salary Survey, Administrative Rate, and invoices.

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement.

Please provide the hourly "Average Actual Rate" for each classification used by your agency that is reflected in the chart below.

[Instructions for completing the Cal OES 2015 Salary Survey / Actual Administrative Rate form.](#)

Classification Title	Base Rates as of 01/01/2015	Avg. Actual Rate (Straight Time) as of:		Above B/C w/ a MOA/MOU for above Straight Time (OT)		MOU/MOA/GBR for Portal-to-Portal	
			/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Chief	\$34.97 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Deputy Chief	\$34.97 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Division Chief	\$34.97 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Assistant Chief	\$34.97 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Battalion Chief	\$34.97 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Co. Officer/Capt./Lt.	\$28.42 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
App. Officer/Engineer	\$28.42 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Firefighter/FF-PMedic	\$28.42 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Actual Administrative Rate** (due by July 1st):						(Enter as Decimal)	
Workers Compensation Insurance Rate:						(Enter as Decimal)	
Unemployment Insurance Rate:						(Enter as Decimal)	
Agency Federal Taxpayer I.D. Number or Federal Employee I.D. Number:					94-6000456		
Agency Data Universal Numbering System (DUNS) Number:					040474397		

NOTE: These rates are not effective until the date they are received by Cal OES.

****If your Actual Administrative Rate is on file, you are required to update the rate by July 1st, 2015. After that date, the rate will default back to 10%. If you provide an Actual Admin Rate, you are required to complete an Actual Administrative Rate Calculation Sheet on Page 2.**

What is reported on this form constitutes direct salary costs for employees.

I am the Chief Financial Officer, and I have reviewed the information provided by my Agency/Dept., and certify to the best of my knowledge and belief that this information is correct.

Tim Sailsbery

Print Name

Chief Financial Officer Signature

Date



TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY RESPONDERS

SUBJECT: "AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES"

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the Agreement for Local Government Fire and Emergency Assistance (*The California Fire Assistance Agreement*) for the period beginning January, 1, 2015.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: **\$34.97** per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): **\$28.42** per hour

NOTE: The above base rates include an overtime component within the developed formula (CFAA, Exhibit A, Pg A-5). As a result, the base rates will not include a time and one half component at invoicing.

Apparatus Rates:

There is a 16-hour maximum allowable charge per 24-hour period from time of dispatch.

<u>GPM</u>	<u>Hourly</u>
0001-1000	\$70.00
1001-1250	\$80.00
1251-1500	\$85.00
1501-2000+	\$90.00

Support Equipment Rates:

<u>Government Owned Vehicles:</u>	
Sedan	\$47.00 per day
Pickup	\$86.00 per day
Van	\$109.00 per day
SUV	\$96.00 per day
Other	\$96.00 per day (3/4 ton & above)

POV Rate:

<u>Privately Owned Vehicles:</u>
\$0.575 per mile

Default Administrative Rate: 10.00 %

City of Willows Fire Department
445 S Butte St
Willows, Ca 95988
Telephone: (530) 934-3322 Fax: (530) 934-5969

Resolution No:

Authorizing Overtime and Portal to Portal Pay for Employees

Whereas, the City of Willows Fire Department is a public agency located in the County of Glenn, State of California, and

Whereas, it is the City of Willows Fire Department desire to provide fair and legal payment to all its employees for time worked; and

Whereas, the City of Willows Fire Department has in its employ, Fire department response personnel include: Fire Chief, Fire Captain, Lieutenant, Engineer, Apparatus Operator, Equipment operator, Firefighter/EMT, Firefighter/ Paramedic, and firefighter; and

Whereas, the City of Willows Fire Department will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

Whereas, the City of Willows Fire Department will compensate its employees overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW THEREFORE BE IT RESOLVED that the conditions set forth in this resolution, as stated above, take effect upon adoption by the City of Willows Fire Department.

PASSED, APROVED AND ADOPTED this 26th day of May 2015.

Larry Domenighini, Mayor

ATTEST:

I, Natalie Butler, City Clerk of the City of Willows Fire Department, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City of Willows Fire Department held on the 26th day of May, 2015 by the following vote on roll call:

Ayes:
Noes:
Absent:

Natalie Butler, City Clerk

AGENDA ITEM

May 26, 2015

TO: Honorable Mayor Domenighini and Members of City Council

FROM: Steve Holsinger, City Manager

Subject: Resolutions Consenting to Inclusion of the City of Willows Properties in the California Home Finance Authority PACE Programs and Associate Membership in California Home Finance Authority

BACKGROUND

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

PACE Financing Programs

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing

the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

The City of Willows has previously approved participation in another PACE program. Adding the CHF PACE programs, to be administered by Ygrene , provides additional options and opportunities for City property owners. It will not add to or require any additional responsibilities for the City.

JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

PROGRAM AUTHORIZATION BEING SOUGHT

CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Review and adopt Resolution _____ 2015 consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF.
2. Review and adopt Resolution _____ 2015 consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

ATTACHMENTS

Resolution consenting to inclusion of city properties into the California Home finance Authority

Resolution consenting to inclusion of city properties into the California Home finance Authority Community Facilities District #2014 - 1

California Home Finance Authority Amended and Restated Joint Exercise of Powers Agreement

RESOLUTION # _____ 2015

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Willows is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 26th day of May, 2015, by the following vote:

Larry Domenighini, Mayor

Natalie Butler, City Clerk

RESOLUTION # _____ 2015

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Willows (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached

as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 26th day of May, 2015, by the following vote:

Larry Domenighini, Mayor

Natalie Butler, City Clerk

EXHIBIT A

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

AGENDA ITEM

May 26, 2015

TO: Honorable Mayor Domenighini and Members of City Council

FROM: Steve Holsinger, City Manager

SUBJECT: Consideration of authorizing a Contract for completion of an ADA Self-Evaluation and Transition Plan with Disabilities Access Consultants.

RECOMMENDATION

Staff is recommending City Council approval of a Professional Services Agreement between the City of Willows and Disability Access Consultants for the completion of a required ADA Self-Evaluation and Transition Plan for all city public facilities and programs.

SUMMARY

The Americans with Disabilities Act requires all public entities to complete a self-evaluation and transition plan to ensure ADA compliant accessibility services are properly provided to the public. The Glenn County Transportation Commission (GCTC) as the lead procurement agency has requested proposals from qualified consultants for the preparation of a Self-Evaluation and Transition Plan that fully complies with the requirements of the Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 for all public right-of-ways owned by Glenn County, the City of Orland, and the City of Willows.

In addition to this primary proposal, GCTC had requested supplemental proposals on behalf of Glenn County and the City of Willows for the preparation of a Self-Evaluation and Transition Plan that fully complies with the ADA for all remaining public facilities and programs. The cost to the City of Willows for the supplemental proposal for the scope of work necessary to meet the requirements is \$15,500 and would be completed in conjunction with the scope of work authorized by the Glenn County Board of Supervisors for Glenn County facilities and programs. Staff is recommending approval of the Willows supplemental proposal.

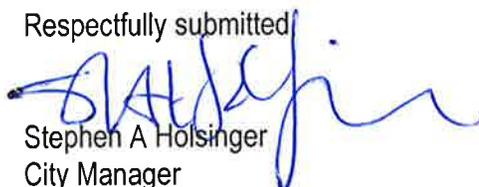
FINANCIAL CONSIDERATIONS

Contract approval will require a \$15,500. Staff recommends the Council allocate NCCSIF ADA and Safety Grant (Fund 355) \$10,562 and the balance from Community Discretionary (Fund 330) or General Fund (301) \$4,938.

RECOMMENDATION

Staff is recommending City Council approval of a Professional Services Agreement between the City of Willows and Disability Access Consultants for the completion of a required ADA Self-Evaluation and Transition Plan for all city public facilities and programs.

Respectfully submitted



Stephen A Holsinger
City Manager

CC: Resolution authorizing execution of Professional Services Agreement.
Sample Agreement between City of Willows and Consultant
Glenn County & City of Willows proposal for services

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF WILLOWS AND DISABILITY ACCESS CONSULTANTS TO COMPLETE AN ADA
SELF EVALUATION AND TRANSITION PLAN IN CONJUNCTION WITH THE GLENN
COUNTY TRANSIT & TRANSPORTATION AUTHORITY AS REQUIRED BY THE
AMERICANS WITH DISABILITIES ACT.**

WHEREAS, The Americans with Disabilities Act requires all public entities to complete a self-evaluation and transition plan to ensure ADA compliant accessibility services are properly provided to the public ; and

WHEREAS, The Glenn County Transportation Commission (GCTC) as the lead procurement agency has requested proposals from qualified consultants for preparation of a Self-Evaluation and Transition Plan that fully complies with the requirements of the Americans with Disabilities Act; and

WHEREAS, In addition to the aforementioned primary proposal, GCTC had requested supplemental proposals on behalf of Glenn County and the City of Willows for the preparation of a Self-Evaluation and Transition Plan that fully complies with the ADA for all remaining public facilities and programs; and

WHEREAS, on April 21, 2015 the Glenn County Board of Supervisors did authorize an agreement between the County and Disability Access Consultants for the completion of a Self-Evaluation and Transition Plan that fully complies with the ADA for all remaining public facilities and programs.

NOW THEREFORE BE IT RESOLVED THAT: the City of Willows shall authorize a Professional Services Agreement between Disability Access Consultants and the City for the completion of a Self-Evaluation and Transition Plan.

BE IT FURTHER RESOLVED THAT: The applicant authorizes the City Manager or his designee(s) to execute, in the name of the City of Willows, all required documents.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 26th day of May, 2015, by the following vote:

Mayor Larry Domenighini

Natalie Butler, City Clerk

CITY OF WILLOWS
CONSULTANT SERVICES TO PREPARE A SELF EVALUATION AND TRANSITION PLAN FULLY
COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT

This AGREEMENT for the preparation of a Self-Evaluation and Transition Plan that is fully compliant with the Americans with Disabilities Act for the City of Willows is made and entered into this _____ by and between the City of Willows hereinafter referred to as "CITY" and Disability Access Consultants, hereinafter referred to as "CONTRACTOR".

1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK

During the term of this AGREEMENT, CONTRACTOR shall perform all necessary tasks to provide City with a Self-Evaluation and Transition Plan (STP) that fully complies with the Americans with Disabilities Act (ADA). The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing projects, as well as the preparation of a draft and final STP and executive summary for CITY adoption. The project will require work with CITY staff.

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines outlined in Exhibit A and as follows:

- A. Conduct a minimum of one initial meeting with CITY staff regarding information transfers, personnel contacts, and STP format.
- B. Provide options and recommendations regarding the involvement of staff and community (including individuals with disabilities and organizations representing individuals with disabilities) in the process of preparation of a self-evaluation plan.
- C. Coordination and distribution of a questionnaire/survey that would identify areas to provide the needs analysis for the self-evaluation/transition plan.
- D. Provide a field review of all CITY Facilities to evaluate compliance with the ADA and provide remedial options for compliance.
- E. Prepare a report, including cost evaluation, of all proposed modifications for all Facilities with recommended priorities for completion of the proposed modifications. A tabular listing of prioritized recommended modifications.
- F. Make a presentation of the Draft STP to the CITY during a regular public meeting. 10 hard copies and two electronic copies (one Microsoft Word version and one PDF) shall be provided by the consultant for the meeting.
- G. Review all public comments received during public hearings, public workshops, and CEQA review to determine changes required for the Final STP.
- H. Production of Final STP incorporating all revisions, comments, and additional topics identified during the development of the plan. 12 hard copies and an electronic copy of the Final STP in both a Microsoft Word and PDF shall be provided.
- I. All data generated and/or used during the development of the plan shall be provided to the CITY including all presentation materials (printed or electronic), data produced using Geographic Information Systems such as ArcGIS, and other data formats used to conduct analysis for the STP.

2. RESPONSIBILITIES OF CITY

During the term of the AGREEMENT, CITY shall provide CONTRACTOR with any existing plans in its possession that pertain to the STP, prepare all agreement documents, work with CONTRACTOR to coordinate with local agencies, provide prompt advice and direction in all matters requiring CITY's attention so as not to unreasonably delay the services, assure that charges are within agreed upon compensation for the services performed, and prepare amendments to this agreement as needed.

3. COMPENSATION

Compensation for all work completed by CONTRACTOR will be paid in accordance with the price proposal attached hereto as "Exhibit B". CONTRACTOR shall submit to CITY an invoice on a monthly basis for tasks completed in Paragraph 1 together with a statement of services rendered for the update of the STP.

4. TERM OF AGREEMENT

This AGREEMENT shall become effective on the date first written above and shall terminate on January 1, 2016. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from CITY Staff and shall complete the duties described herein on or before January 1, 2016.

5. TERMINATION

CITY or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

5.1 BASIS FOR TERMINATION:

FOR CONVENIENCE: CITY may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, and without cause, by giving CONTRACTOR sixty (60) days written notice thereof.

FOR MATERIAL BREACH: CITY may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the CITY may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of CITY terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

5.2 Compensation upon Termination:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 3 - Compensation.

5.3 TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the CITY or any future CONTRACTOR selected by CITY, CONTRACTOR'S full cooperation in the transition to CITY or the successor CONTRACTOR.

6. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the CITY and CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. CITY's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of CITY's right to such performance by CONTRACTOR.

7. CITY DESIGNEE

The CITY MANAGER of the CITY or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of CITY as set forth in the herein AGREEMENT, subsequent to the authorization by the CITY.

8. CHANGES IN SCOPE OF WORK

It is understood and agreed by CITY and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope. In each such instance, CITY and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - CITY AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

9. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to CITY in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the CITY.

10. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorney fees and other costs of defense incurred by CITY, whether for damage to or loss of property, or injury to or death of person, including properties of CITY, and injury to or death of any CITY officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of CITY. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

11. INSURANCE; BONDS; PERFORMANCE GUARANTEE

11.1 INSURANCE

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

11.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

11.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owners and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name CITY and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (3) contain standard cross liability provisions.

11.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (4) name CITY and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

11.1.4 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an "occurrence" basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- H. Policies shall name CITY and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to CITY and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the CITY and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to CITY. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

12. ADMINISTRATION

12.1 CONTROL

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the CITY. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 5 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

12.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

13. GENERAL PROVISIONS

13.1 CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

13.2 COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CITY if requested, any and all licenses, permits, certificates and inspections required by law.

13.3 HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

13.4 SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the CITY to such sale, assignment, or transfer. In the event of any violation of this Section, CITY may immediately terminate this AGREEMENT.

13.5 BINDING

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

13.6 NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

CITY:

City of Willows
c/o Steve Holsinger
201 N. Lassen
Willows, CA 95988

CONTRACTOR:

Disability Access Consultants
c/o Barbara Thorpe
2243 Feather River Blvd.
Oroville, CA 95965

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF WILLOWS

CONTRACTOR

By _____
Steve Holsinger
City Manager

By _____
Authorized Official

Title

Federal Tax I.D. Number

Approved as to Form:

Legal Counsel



**County of Glenn
and
City of Willows**

Proposal for Accessibility Services

ADA SELF EVALUATION AND TRANSITION PLAN

March 4, 2015

Disability Access Consultants
2243 Feather River Blvd
Oroville, CA 95965



TABLE OF CONTENTS

COVER LETTERIV

A. FIRM INFORMATION AND BACKGROUND 1

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE1

CDBG FUNDING PROCEDURES1

MINORITY UTILIZATION AND AFFIRMATIVE ACTION1

BACKGROUND CHECKS AND FINGERPRINTING1

INNOVATIVE TOOLS, STRATEGIES AND BEST PRACTICES.....4

DACTRAK ACCESSIBILITY MANAGEMENT SOFTWARE4

INSURANCE COVERAGE AND STABILITY5

REFERENCES AND REFERRALS.....5

B. STATEMENT OF UNDERSTANDING AND APPROACH..... 6

VALUE ADDED ITEMS TO ENHANCE THE PROJECT AT NO ADDITIONAL COST OR THAT PROVIDE A COST SAVINGS6

METHODOLOGY TO COMPLETE THE SCOPE OF WORK - PART A 7

SCOPE OF WORK DETAIL – PART A 7

1. *Facility Survey/Barrier Assessment of Public Rights-of-Way*.....7

2. *ADA Self-evaluation and Transition Plan*8

3. *Project Database And Mapping*.....9

PROJECT APPROACH – PART A 9

1. ORIENTATION/PROJECT MEETING AND CLARIFICATION OF PROJECT SCOPE, AND SCHEDULE9

2. PUBLIC RIGHTS-OF-WAY SURVEY-ACCESS COMPLIANCE ASSESSMENT REPORTS AND SOFTWARE FOR TRANSITION PLANS.....10

3. COMPLIANCE ASSESSMENT/TRANSITION PLAN REPORTS AND IMPLEMENTATION12

4. SELF-EVALUATION OF ALL COUNTY PROGRAMS, SERVICES, ACTIVITIES, EVENTS AND RELATED POLICIES, PROCEDURES AND PRACTICES
13

UNDERSTANDING OF COUNTY RESPONSIBILITIES14

PROJECT SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES 14

METHODOLOGY TO COMPLETE THE SCOPE OF WORK – PART B 14

SCOPE OF WORK DETAIL – PART B..... 15

1. *Facility Survey/Barrier Assessment*15

2. *ADA Self-evaluation (Programmatic and Policy Review)*.....16

3. *Comprehensive ADA Self Evaluation and Transition Plan*17

4. *Public Participation and Outreach*.....17

5. *Project Database And Mapping*.....18

PROJECT APPROACH..... 18

1. ORIENTATION/PROJECT MEETING AND CLARIFICATION OF PROJECT SCOPE, AND SCHEDULE18

2. SURVEY FACILITIES-ACCESS COMPLIANCE ASSESSMENT REPORTS AND SOFTWARE FOR TRANSITION PLANS19

3. COMPLIANCE ASSESSMENT/TRANSITION PLAN REPORTS AND IMPLEMENTATION22

4. SELF-EVALUATION OF ALL PROGRAMS, SERVICES, ACTIVITIES, EVENTS AND RELATED POLICIES, PROCEDURES AND PRACTICES22

UNDERSTANDING OF COUNTY AND CITY RESPONSIBILITIES23

PROJECT SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES – PART B 23



SAMPLE OF GRAPHIC LAYOUTS24

C. STAFF QUALIFICATION AND RELATED EXPERIENCE 40

 OTHER QUALIFICATIONS AND STAFF CERTIFICATIONS41

 QUALIFICATIONS AND EXPERIENCE.....42

 REFERENCES.....42

D. PROPOSED FEE STRUCTURES AND SCHEDULES.....44

E. CONFLICT OF INTEREST 45

 POSSIBLE COST SAVING OPTIONS45



COVER LETTER

March 4, 2015

To: Mardy Thomas, Principal Planner
County of Glenn
777 North Colusa Street
Willows, CA 95988

Re: ADA Self Evaluation and Transition Plan

Firm Information: Disability Access Consultants (DAC)
2243 Feather River Blvd, Oroville, California 95965
Project Manager: Barbara Thorpe, President
bthorpe@dac-corp.com
Phone: 1-800-743-7067

We appreciate the opportunity to submit our proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the County of Glenn public rights-of-way and facilities and City of Willows' facilities.

DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the County of Glenn and City of Willows. Founded as a California corporation and woman owned business in 1998, DAC has provided services for the past 17 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has conducted over 14,000 building inspections, surveyed thousands of parks and playgrounds, surveyed thousands of miles of sidewalks, and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards.

DAC recently completed similar studies for the County of Tehama, County of Butte, Solano County, City of Palm Springs, City of Claremont, City of Newport Beach, City of Cypress, City of La Quinta, City of Fountain Valley, the City of San Clemente, City of Lincoln City, City of Huntington Beach, City of Del Mar and Calaveras County. As a cost saving measure for the County of Shasta and the City of Modesto, DAC was contracted to train staff to complete their own study using our DACTrak accessibility management program. DAC has experience with projects funded through CDBG and federal programs, working with JPA's and legal staff to resolve issues, claims and lawsuits.

DAC was recently awarded a project for the Department of Transportation in Washington, D.C. to develop a pilot study for potential duplication of methodologies in other areas, using tools and standards for public rights-of-way accessibility reviews by means of a software program to update and manage the ADA public rights-of-way transition plan. DAC will be providing recommendations for best practices and technologies for the DOT. In addition, DAC was awarded an additional project with the Department of Transportation in Washington, D.C. to develop a model self-evaluation and transition plan for public rights-of-way to be replicated as a best practice in other areas.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web based software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats.



This proposal is authorized by Barbara Thorpe, who is empowered to negotiate with the County, and authorized to sign a contract with the County of Glenn and the City of Willows. There are no conflicts of interest. DAC is willing to comply with the procedures identified in the RFP and the sample Agreement for Professional Services.

Respectfully submitted by Barbara Thorpe, President

A handwritten signature in blue ink that reads "Barbara Thorpe". The signature is written in a cursive style with a long, sweeping tail on the "p".

GLENN COUNTY TRANSPORTATION COMMISSION

Request for Proposals: Issued February 2, 2015

ADA Self Evaluation and Transition Plan

Addendum #1: Issued February 20, 2015

ANSWERS TO SUBMITTED QUESTIONS

The following are answers to questions submitted to the Glenn County Transportation Commission by prospective bidders in response the Request for Proposals:

Question: What is the anticipated budget for the Glenn County ADA Self-Evaluation/Transition Plan?

Answer: For Fiscal Year 2014/2015, the Glenn County Transportation Commission has set a budget of \$54,250 to cover costs associated with the evaluation of the transportation facilities (roads) in the Glenn County region. The budget allocations for Glenn County and the City of Willows are unknown.

Question: Is the expectation of Scope A that only a discovery process will occur, which identifies jurisdiction and separates Glenn County's roads, City of Willows roads, and City of Orland roads, or that both a discovery process and inspection of the roads occur of all 933.41 [miles of county] roadways?

Answer: It anticipated that both a discovery process and inspection of the roads will occur. Results/recommendations should be presented by jurisdiction.

Question: Is Glen[n] County open to a sliding cost analysis of work to be completed based on various levels of service?

Answer: The Request for Proposals indicates that proposals may include all tasks listed in Scope of Work – Part A or all task listed in both Scope of Work – Part A and Scope of Work – Part B. We anticipate that the cost proposal would separate costs for Scope of Work – Part A and Scope of Work – Part B along with an aggregate total.

Question: The RFP indicates that the contract end date is flexible, can you clarify how malleable your contract end date is?

Answer: The contract end date may be extended from what is stated in the schedule outlined in the Request for Proposals. The Glenn County Transportation Commission would like to have the roadway portion wrapped up by the end of the calendar year; however, a longer time frame can be discussed. Obviously, the timing of any individual agreements made directly with Glenn County or the City of Willows could be negotiated as well. Glenn County has indicated that it would be willing to extend the proposed end date by up to six months.

Question: Are architectural or civil engineering service required as part of the RFP?

Answer: No. Background in either area would be viewed as a positive addition to a proposal. The primary task is the development of a transition plan to assist the Glenn County Region in complying with the ADA, provide a road map on how to approach compliance, help prioritize needed projects.

Question: What is the expected project duration?

Answer: About six months to one year. The Commission, Glenn County, and the City of Willows are somewhat flexible.

Question: How many of the 933.41 [county road] miles have pedestrian routes (sidewalks, bike lanes or developed shoulders) that are included in the intended scope of work?

Answer: Less than 10% of the roads maintained by Glenn County have pedestrian routes.

Question: Could you please provide us with the square footage for each structure, building, park and other facility included in the intended scope of work?

Answer: Unfortunately, neither Glenn County nor the City of Willows has this information available. The attachments to the RFP offer the best lists of buildings and facilities available.



A. FIRM INFORMATION AND BACKGROUND

Disability Access Consultants (DAC) was founded as a woman owned California Corporation in 1998. DAC has provided services for the past 17 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the County of Glenn and the City of Willows.

Disability Access Consultants was incorporated by Barbara Thorpe in California in 1998 and is a woman owned, small business. Barbara Thorpe is President and 100% owner. DAC is structured as a Limited Liability Company, Incorporated in the state of California.

Services will be provided from our Oroville California office, which functions as our headquarters.

Barbara Thorpe will serve as the primary contact with the County of Glenn and City of Willows.

Barbara Thorpe
Disability Access Consultants
2243 Feather River Boulevard
Oroville, CA 95965
Phone: (530) 533-3000
Fax: (530) 533-3001
Email: bthorpe@dac-corp.com

DAC is not a subsidiary of a parent company and has no subsidiaries.

Disadvantaged/Minority/Women Business Enterprise

Disability Access Consultants is a 100% Woman Owned Small Business Enterprise. DAC meets the criteria for a Disadvantaged Business Enterprise and is in application process. The DAC headquarters office is located in the City of Oroville Enterprise Zone, and in the SBA's HUB Zone Qualified Census Tract 06007002800.

CDBG Funding Procedures

DAC has experience and is familiar with projects funded through CDBG and other federal programs and funding such as the Federal Highway Administration.

Minority Utilization and Affirmative Action

DAC is an equal opportunity employer and has recruited minorities and veterans. DAC's quality control team leader is a Vietnam veteran with a disability.

Background Checks and Fingerprinting

All employees of Disability Access Consultants have been fingerprinted and have background checks. DAC has FBI and DOJ fingerprint clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks. DAC has found that background checks are important especially in situations where inspection staff may be working near children, and are required in certain situations.

DAC has demonstrated extensive knowledge and experience during the past 17 years assisting municipalities and public entities. Based on our experience and listening to the needs of our clients, DAC

has developed tools to enhance ADA projects and streamline the scope of work in a cost effective manner. DACTrak provides an easy to use web based tool to manage the ADA project and document progress.

DAC has conducted over 14,000 building inspections, surveyed thousands of parks and playgrounds, surveyed thousands of miles of sidewalks, and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC staff includes certified playground safety inspectors to provide a value added service if requested by the County.



As our founder, Barbara Thorpe, worked with a public entity for 19 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

DAC has a team of 12 staff, including two CASp certified inspectors, dedicated to assisting public entities, such as the County of Glenn and City of Willows, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC recently completed similar studies for the City of Newport Beach, City of Cypress, City of La Quinta, City of Fountain Valley, the City of San Clemente, City of Del Mar, City of Grass Valley, Tehama County, Calaveras County and the City of Palm Springs. DAC was also awarded a project to train County of Shasta staff and City of Modesto staff to complete their own study using our DACTrak accessibility management program. DAC is currently working with Solano County, the City of Palos Verdes Estates and City of Moreno Valley. DAC has extensive experience with similar public entity clients.

DAC has a reputation to being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA Self Evaluations and Transition Plans, implementation and related services.

DAC was recently awarded a project for the Department of Transportation in Washington, D.C. to develop a pilot study for potential duplication of methodologies in other areas, using tools and standards for public rights-of-way accessibility reviews by means of a software program to update and manage the ADA public rights-of-way transition plan. DAC will be providing recommendations for best practices and technologies for the DOT. In addition, DAC was awarded an additional project with the Department of Transportation in Washington, D.C. to develop a model self-evaluation and transition plan for public rights-of-way to be replicated as a best practice in other areas.

DAC has worked with many County and City governments to incorporate their existing public right-of-way (PROW) portions of work surveyed and completed into the overall ADA self-evaluation and transition plan as now required by Title II of the ADA.

Other public entities for which DAC has provided similar services include Fair Oaks Recreation and Park District, Padre Dam Water District, Hayward Parks and Recreation, 15 California Fairs, 160 California public school districts, and several large Joint Power Authorities and insurance carriers for groups of public entities.



DAC has been assisting several Joint Power Authorities by providing surveys, DACTrak intake and accessibility management software, updates, consultation, plan reviews and expert witness services. Services have been provided to:

- PERMA -Public Entity Risk Management Authority
- CJPIA - California Joint Powers Insurance Authority
- ASCIP - Alliance of Schools for Cooperative Insurance Programs
- CAJPA - California Association of Joint Powers Authorities
- NBSIA - North Bay Schools insurance Authority
- SIA - Schools Insurance Authority
- SIG – Schools Insurance Group
- TCSIG - Tri County Schools Insurance Group
- TJPA - Tuolumne Joint Powers Authority

DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Over the 17 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Assistance and consultation regarding claims, issues and lawsuits
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD)

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients' current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web based software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

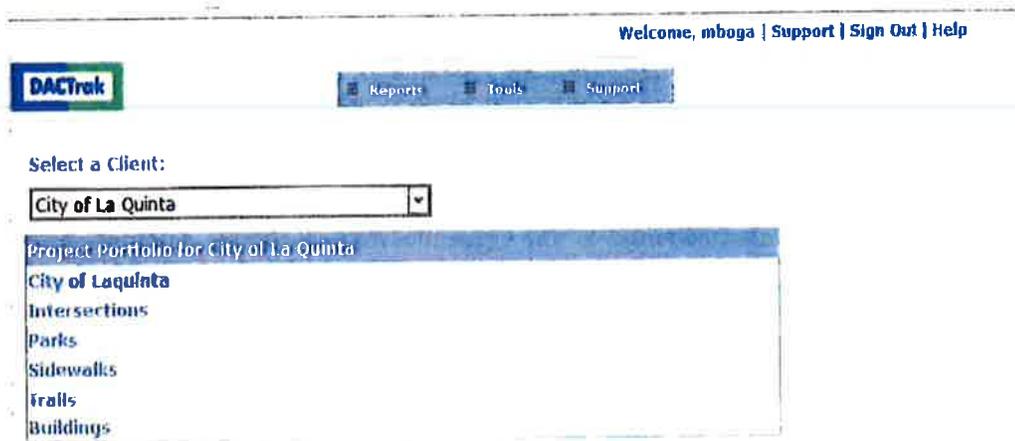
Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the County of Glenn and the City of Willow's ADA plans and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

DACTrak Accessibility Management Software

The accessibility management software will be provided to the County of Glenn and City of Willows for management of the transition plan.

If the County or City decides not to continue to use the web based DACTrak Accessibility Management System to maintain, update and document compliance of the ADA plan, the data can be transferred to an excel spreadsheet or an alternate format. DAC has found that usable and easy to manage software (instead of excel spreadsheets) is imperative to maintaining and updating the ADA plan.

Categories can be customized and findings organized as demonstrated in the screen shots of the DACTrak software.





Insurance Coverage and Stability

Disability Access Consultants carries all the necessary insurance coverage, such as general liability, automobile liability, worker’s compensation and employer’s liability, and professional errors and omissions malpractice liability insurance. DAC has a no claims record on all policies for our entire 17 years in business and does not have any pending, previous or current litigation.

DAC has the financial, operational and staff stability to complete a quality and comprehensive project on time. DAC has no adverse conditions.

References and Referrals

The following is a list of several public entity references for DAC. Additional project references are included in the Staff Qualification and Related Experience portion of our response.

County of Solano

Rosa Lane, PhD, AIA, LEED AP
Associate County Architect
675 Texas Street, Suite 2500
Fairfield, CA 94533
Phone: (707) 784-7908
rmlane@solanocounty.com

County of Shasta

Thomas Forbish
Facilities & Fleet Divisions Manager
1958 Placer Street
Redding, CA 96001
Phone: (530) 225-5659
tforbish@co.shasta.ca.us

City of La Quinta

Terry Deeringer
Human Resources/General Services Manager
78495 Calle Tampico
La Quinta, CA 92253
Phone: (760) 777-7041
Tdeeringer@la-quinta.org

City of San Clemente

Johanne Thordahl
Risk Management. Analyst
100 Avenida Presidio
San Clemente, CA 82672
Phone: (949) 361-8203
ThordahlJ@san-clemente.org

City of Fountain Valley

Temo Galvez
Deputy City Engineer
10200 Slater Avenue
Fountain Valley, CA 92708
Phone: (714) 593-4517
Temo.galvez@fountainvalley.org

Fair Oaks Recreation and Park District

Maureen Zamarripa
District Administrator
4150 Temescal Street
Fair Oaks, CA 95628
Phone: (916) 966-1036 - ext. 13
mzamarripa@fairoakspark.org

City of Modesto

Paul Liu
Senior Planner
1010 Tenth Street, Suite 300
Modesto, CA 95354
Phone: (209) 577-5282
pliu@modestogov.com

B. STATEMENT OF UNDERSTANDING AND APPROACH

DAC understands the County of Glenn and the City of Willows are seeking a consultant to provide an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan to address the current requirements of Title II of the ADA as it applies to existing public rights-of-way, facilities, parks and services in order to provide appropriate access for County and City residents.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. In order to successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the County of Glenn and City of Willows without imposing unnecessary interruptions or burdens to County staff.

DAC has gained extensive knowledge and experience with all Federal and State regulations during the past 17 years in business, that include, but are not limited to the ADA up to and including the current 2010 American's Disability Act Standards (ADAS), 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

Value Added Items to Enhance the Project at No Additional Cost or that Provide a Cost Savings

In addition to the above understandings and confirmations, DAC has found through its experience of working with County and City Governments and Joint Power Authorities, that certain other items enhance the level of success and implementation of ADA Transition Plans and Self-Evaluations by public entities.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

Disability Access Consultants includes the following additions at no additional cost:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item by one click
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all of the information gathered from the site inspections with photographs for each noncompliant finding. In essence, all of the field information is captured in a web-based software package and provides for "green" data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

DAC has also found that having usable "software" and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan "automatically" when codes change without re-inspecting sites
- The ability to project costs
- The ability to add or delete facilities

DAC's collection of actual measurements of as-is conditions and GIS information for public rights-of-way is another value added item. The collection of an as-is condition is a valuable asset to allow the user to make an informed decision based on an actual measurement. For example, if a "yes" or "no" approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be reprocessed without the need to re-inspect, thus providing longevity of the plan and internal capacity of the County in a cost effective manner.

DAC understands that the proposed project approach portion of the response to the RFP for the County of Glenn and the City of Willows is to be separated between the Primary Scope of Work, Part A, and the Supplemental Scope of Work, Part B. To provide clarity, DAC is presenting separate scope of work details for each task. If parts A and B are both agreed to for contracting, many tasks listed separately in Part A and Part B can be done simultaneously, and would likely overlap.

METHODOLOGY TO COMPLETE THE SCOPE OF WORK - PART A

Public Input - DAC will provide the County of Glenn with options and recommendations for involving County staff and members of the community to provide input into the County's ADA Self-Evaluation. The task will include distribution of surveys and questionnaires to collect public input.

Survey of Public Rights-of-Way - DAC will survey the County maintained sidewalks to evaluate compliance with ADA and state regulations.

Transition Plan- At a minimum, DAC will provide:

- A list of the physical barriers in the County's public rights-of-way that limit the accessibility to individuals with disabilities;
- A detailed outline of the methods recommended to remove these barriers and make the elements accessible;
- A method for scheduling the steps necessary to achieve compliance with the ADA, Title II, PROWAG, MUTCD, and related Federal and State Standards and Regulations

The Transition Plan will combine the findings of the facility surveys, policy assessments, and program evaluations. Specific policy and program recommendations shall be developed by DAC in collaboration with County staff.

Accessibility field information collected during the survey process will identify, at a minimum a report for the major streets/sidewalks, curb ramps etc. Reports will contain a comprehensive list of architectural barriers and any barrier removal actions including cost analyses for the implementations recommended.

Provide Preliminary Administrative Draft ADA Transition Plan – The plan developed by DAC will include estimated costs, photographs, GIS information and references to accessibility codes.

Produce Final County of Glenn ADA Transition Plan – The plan will include acceptable and modified text, diagrams if necessary, and costs for the recommendations of barrier removal actions.

SCOPE OF WORK DETAIL – PART A

The scope of work may include, but is not limited to:

1. Facility Survey/Barrier Assessment of Public Rights-of-Way

- a) Conduct a survey of County public rights-of-way (PROW) as indicated following the review of the PROW County data to include but not limited to sidewalks, crosswalks, pathways, and curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations;

- b) GIS locations will be provided in the DACTrak web based accessibility management software for all public rights-of-way measurements;
- c) Incorporate public rights-of-way data and curb ramps into the overall ADA Transition Plan document;
- d) An inventory of the items identified as physical barriers will be incorporated into facility diagrams and/or into the DACTrak accessibility database management software system;
- e) Reports will contain the actual "as-is" measurement (not yes/no or compliant/noncompliant) in addition to barrier removal priority ratings, code references, proposed method/solution, digital photographs and description of the location of the barrier;
- f) Training regarding the use of the web based DACTrak accessibility management software program to generate different types of compliance assessment reports to identify noncompliant items which should be included in the transition plan schedule for barrier removal.

2. ADA Self-evaluation and Transition Plan

- a) Assist the County in developing the procedures, forms and postings needed to conduct a self-evaluation of the County's programs, services, activities and events;
- b) Conducting the self-evaluation of all relevant public facilities, programs, services, and activities, to include research, field data collection, and data analysis;
- c) Develop surveys for staff and members of the public;
- d) Reviewing policies, procedures and practices to determine if any are discriminatory or potentially discriminatory;
- e) Evaluating the accessibility of existing ADA/accessibility services;
- f) Meeting with the County to determine the best method to meet the Title II ADA requirement for opportunities for public input, DAC will present recommendations for input by the public;
- g) Compiling a draft and subsequently a final Self-evaluation for review by the County that summarizes findings and recommendations;
- h) The ADA requires a minimum of four items to be included in a transition plan. The four (4) requirements will be included in the County's plan, in addition to the items listed below:
 - a. the noncompliant finding
 - b. recommended method for barrier removal
 - c. projected schedule for barrier removal
 - d. the identity of the person that is responsible for the implementation of the plan
- i) The ADA Transition Plan prepared for the County will also include:
 - a. Identification of the actual, as-is barrier
 - b. Method of evaluation of the barrier
 - c. Prioritization for removal of barriers
 - d. Estimated costs
 - e. Procedures, forms, methodology and technology for monitoring implementation of the plan
 - f. Documentation of barrier removal
 - g. Procedures, forms, methodology and technology for performing additional assessment of barriers (future sites or sites remodeled or the function changed)
 - h. DACTrak licensure for implementation and monitoring
 - i. Development of Requests for Accommodation forms
 - j. Standard drawing for remediation methods for the applicable remediation (federal or state-dependending upon barrier.)

3. Project Database And Mapping

DAC will provide the County with actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database does not provide the County with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the County does not want to use the software, the data can be placed in an excel spreadsheet.

DAC will provide the County with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement.

- a) DAC will license DACTrak to the County for a period of two years at no cost to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- b) Data collected will be the property of the County should the County decide for any reason not to continue to use the DACTrak accessibility intake and management software, the data will be provided to the County in a format compatible to DAC and County data storage systems;
- c) DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs, reference drawings as available and photographs for each noncompliant accessibility item or element;
- d) Reference maps for GIS information for exterior areas will be provided in addition to a linked mapping system for each item;
- e) DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location;
- f) Facility plans and diagrams will be included with marked barriers.

PROJECT APPROACH – PART A

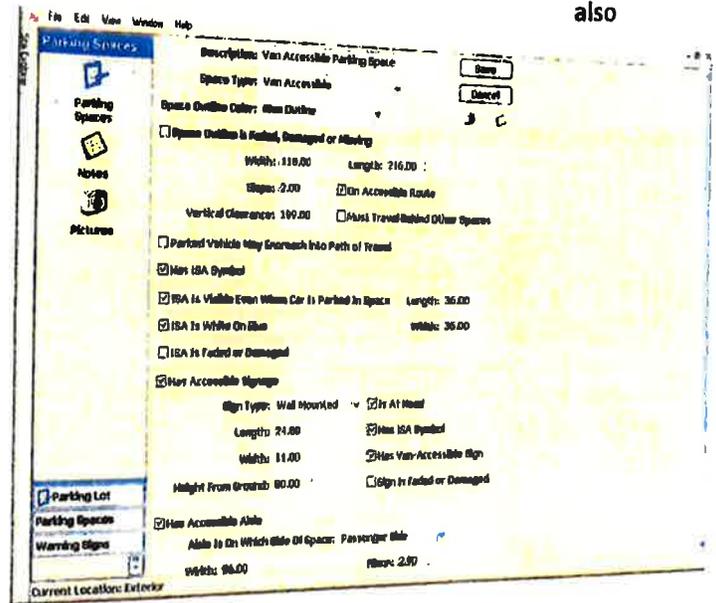
Activities will include, but are not limited to the following:

1. Orientation/Project Meeting and Clarification of Project Scope, and Schedule

DAC will conduct an initial project kick-off meeting with selected County of Glenn staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of County of Glenn facilities and identify key County of Glenn personnel related to the project scope. Initial self-evaluation activities will be completed during this step. More specific activities will include:

- Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation meeting is needed to prepare a strategic project work plan for a coordinated and seamless effort. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon County of Glenn staff.
- Barbara Thorpe of DAC will be designated as the project manager and policy and program analyst and will be the DAC contact for the project and serve as the point of contact for the County of Glenn. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Mike Boga. Mike will be directly involved in the project and field evaluations. Other roles and responsibilities of key team members are indicated in the organizational chart and in the description of the roles and responsibilities.

- ❑ Barbara will meet with the designated County of Glenn officials to discuss the project scope, deliverables currently needed by the County of Glenn, deliverables that may be needed by the County of Glenn in the near future, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the County of Glenn. DAC has some optional cost saving measures for consideration by the County, which include use of the DACTrak tablet to complete inspections or a portion of the inspections. Use of the DACTrak tablet by staff has also proved to be a valuable training activity.
- ❑ Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC company shirts and have DAC identification badges.
- ❑ The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will build a more defensible plan if the County is challenged by litigation.
- ❑ Project objectives will be clarified and elements that may be unique or of particular importance for the County of Glenn will be discussed. Items such as community input and staff needs will be confirmed.
- ❑ Hours of operation, schedules and County of Glenn activities by location will be discussed.
- ❑ The self-evaluation to review policies, procedures, practices and contracts, agreements and documents will be initiated.



2. Public Rights-of-Way Survey-Access Compliance Assessment Reports and Software for Transition Plans

- ❑ DAC will survey the public rights-of way locations established at the time of contracting or at the kick off meeting. Areas open to the public are required to be accessible. Areas that are staff only and do not have access by the public can be assessed and prioritized differently.
- ❑ As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.
- ❑ Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak



software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities.

- Public Rights-of-Way DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier in the public rights-of-way that can be incorporated into the County’s Geographical Information System (GIS). If this optional item is selected by the County, there is no additional cost for the GIS service as it is incorporated into the DACTrak inspection and intake information collected in the field by the pc tablets used during the inspection of the public rights-of-way accessible items and elements. DAC incorporated the map-linked GIS feature based on the needs of many of our County and City clients.
- Public rights-of-way that have GIS information and photographs incorporated, include but are not limited to the following:

Sidewalks and Curb Ramps

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

Adams Street

Sidewalks - Exterior : Sidewalks , Hazards & Gratings

East Side Of Adams Street From Avenue 47 To Highway 111

Change In Level 287 Feet North Of Avenue 47 @ 33.7073, -116.2860

Tripping Hazard Height Non Beveled

Sidewalks , Hazards & Gratings : Tripping Hazard Height Non Beveled

Finding

Sidewalk has a tripping hazard that is higher than recommended value.

On-Site Finding 0.50 inches

Recommendation

Make sure that the sidewalk has no tripping hazards.

Recommended Up to 0.25 inches

Costing Information (Estimated)

Remove tripping hazards.

\$198



Code Reference:
ADA 4.3.CA 1133B

Record Number : 33590

2611

2307

2926

DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than ½ inch, no actual quantifiable information is reported of how much greater or of the severity. In order to get the actual measurements for the sidewalks and intersections, the use of a “profiler” does not provide the measurements needed for items such as automated pedestrian signals and street furniture.

- Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the County of Glenn programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the County of Glenn.
- Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the County of Glenn with an additional tool to reprioritize items depending upon the unique and ongoing needs of the County of Glenn and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, as usually given a lower priority for barrier removal.
- Detailed findings, inspection intake records and digital photos are utilized during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.
- DAC team members from the Oroville, California office will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the County of Glenn. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Inspection Team Leader, in collaboration with the County. If the County has utilized particular cost estimates for standard nonaccessible items or elements, then the County’s cost is entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

3. Compliance Assessment/Transition Plan Reports and Implementation

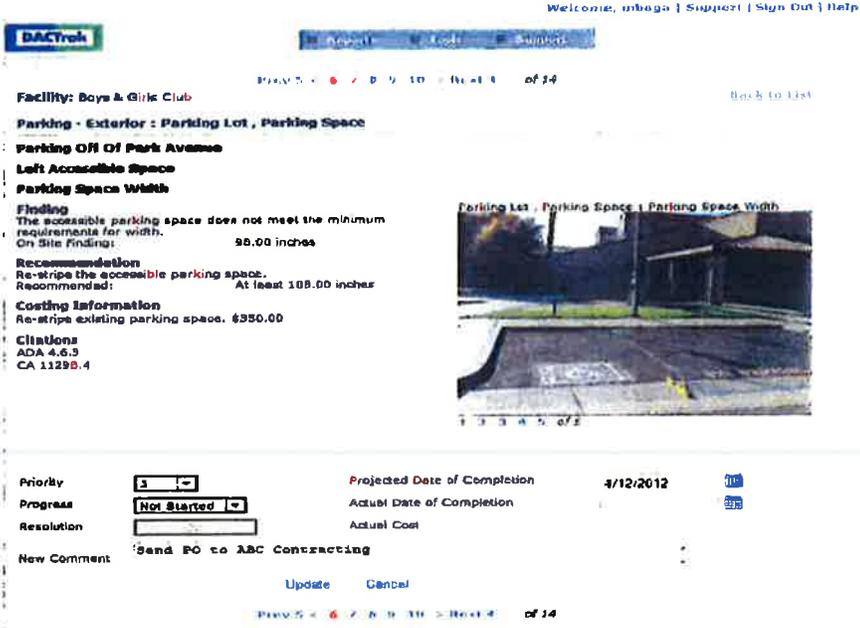
- The draft Transition will be submitted to County staff for review and approval. The final report will be presented to County staff and, if requested, a Q & A session or workshop will be held.
- Following approval by the County, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. DAC will prepare and print reports in the type and style requested by the County. The County will have use of the DACTrak software for a period of two years at no cost to update and manage their information and print progress reports and other custom report formats.
- The draft plan shall describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the County of Glenn in collaboration with DAC. It is not recommended that DAC

unilaterally place dates in the plan that the County of Glenn may not approve, and DAC would not want to inadvertently commit the County of Glenn to dates that may be unrealistic or inappropriate. The projected schedule for barrier removal is required by the ADA for the development and implementation of the required transition plan. It is anticipated that the County would opt for a phased implementation plan with a timeline of a minimum of five years.

- Cost estimates will be provided when available for the specific item or element and can be easily be adjusted in the DACTrak software to utilize any specific costs adopted by the County of Glenn.
 - The phased implementation plan is best developed in collaboration with the County of Glenn. DAC will recommend a prioritized plan that can be modified and updated by the County.
 - It is not recommended, nor is it required that the ADA Self-Evaluation be approved by County Council. Projected dates that are incorporated into the plan may become problematic if the dates are not met. The plan is intended to be a working, ongoing plan that benefits from flexibility.
4. Self-Evaluation of all County Programs, Services, Activities, Events and Related Policies, Procedures and Practices
- DAC will review all County policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory for individuals with disabilities.

- DAC will make recommendations to the County for consideration regarding potential revisions to policies and practices.
- DAC will collaborate with the County to conduct the required public input process. DAC will meet and confirm the methodology to be used to solicit public input. For example, DAC will present a variety of surveys in addition to notices and postings. Based on the individual needs of the County and the current assessment of possible or current litigation, an individualized method will be recommended to the County. Other methods may include staff interviews. DAC attempts, whenever possible, to minimize the impact to County staff and complete the requirement for public input in accordance with Title II of the ADA without rising to the level of increasing risk and liability for the County.

- Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.



- DAC will prepare a draft Self-Evaluation summary document for the County to review.
- Following comments by the County, DAC will prepare a final ADA Self-Evaluation and describe recommendations for implementation.

Understanding of County Responsibilities

DAC will provide all necessary resources and services to execute the work scope described above, it is understood that the County will be responsible for the following items:

- Providing copies of available plans and existing documentation as needed for the project
- Designating a staff person as a contact for the project
- Acting as a liaison with the appropriate decision making bodies (County Council, Public Works., etc.)

DAC does not require that the County provide resources other than those specifically indicated above.

PROJECT SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months. It is estimated that the project schedule will be 2-3 months.

Scope of Service –Activity or Task	1	2	3
DAC Team Meeting with County of Glenn; kick-off meeting; survey methodologies, deliverables and schedule confirmation			
Project planning, scheduling, procedures review			
Collaboration and confirmation of public input process			
Public input and community outreach			
Field inspection data compiled (compiled on a daily basis and available for review throughout the inspection process)			
Presentation to selected County staff (recommended that the review occur at several milestones, not only at the conclusion)			
Solicit and record feedback from the County (several opportunities for feedback)			
Appropriate public input integrated into the surveys for further prioritization			
Incorporate and integrate the County’s current public rights-of-way plan as appropriate			
Final Draft			
Deliverables completed and presentation to the County Council			

METHODOLOGY TO COMPLETE THE SCOPE OF WORK – PART B

Public Infrastructure Identification- DAC will facilitate public and staff meetings to fully identify areas of the County of Glenn and City of Willows services and policies that require evaluation. DAC will identify the existing high use facilities within the County and City and survey the sites in accordance with the ADA Standards and Title 24 of the California Building Code.

Some of the factors to be used for prioritization include:

- Buildings with High Public Use
- Degree of severity and deviation of noncompliance
- Complaints or concerns received by stakeholders
- Current or potential lawsuits
- Safety issues or concerns
- Social Impact
- Citizen Rights
- Citizen Responsibilities
- Program Uniqueness
- Current schedule for remodeling or renovation

Situation Analysis- DAC will obtain and conduct an intensive review of all written policies, rules and regulations of all departments of the County of Glenn and City of Willows. This will be a discovery process to determine which, if any, of the programs or policies have language or processes that may be discriminatory and not in compliance with Title II of the Act.

Transition Plan- DAC will conduct a field review of all Glenn County and City of Willows building, parks, and other facilities to evaluate compliance with the ADA and provide remedial options for compliance. The reports will include costs for proposed modifications, recommended priorities for completion of proposed modifications, and a listing of the prioritized, recommended modifications.

At a minimum, DAC will provide:

- A list of the physical barriers in the County’s facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- A detailed outline of the methods recommended to remove these barriers and make the facilities accessible;
- A schedule for taking the steps necessary to achieve compliance with the ADA, Title II
- The name of the individual responsible for the plan’s implementation as authorized by the County

The Transition Plan will combine the findings of the facility surveys, policy assessments, and program evaluations. Specific policy and program recommendations shall be developed by DAC in collaboration with County and City staff.

DAC will develop or review the current grievance policies and procedures and provide compliant policies, procedures and forms for internal and external grievances.

Provide Preliminary Administrative Draft ADA Transition Plan – The plan developed by DAC will include estimated costs, photographs, GIS information and references to accessibility codes.

Produce Final County of Glenn and City of Willows ADA Transition Plan – The plan will include acceptable and modified text, diagrams if necessary, and costs for the recommendations of barrier removal actions.

SCOPE OF WORK DETAIL – PART B

The scope of work may include, but is not limited to:

1. Facility Survey/Barrier Assessment

Buildings and Parks

- a) Review the list of County and City sites to determine which ones should be surveyed in accordance to the ADA and the California Building Code (CBC);

- b) Survey by DAC of buildings, sites, parks, recreational areas and public rights-of-way;
- c) Surveys will identify all physical barriers (interior and exterior) that identify physical barriers in each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG);
- j) Developing a Transition Plan which will identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues;
- k) Identification of potential risk management issues by the analysis of data and identification of risk management profiles;
- l) Providing photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software, not just an excel spreadsheet, for accessibility management;
- m) Identification of actual as-is conditions with photographs (not just compliant or noncompliant notation);
- n) Providing management, monitoring, and web based tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements;
- o) An inventory of the items identified as physical barriers will be incorporated into facility diagrams and/or into the DACTrak accessibility database management software system;
- p) Reports will contain the actual "as-is" measurement (not yes/no or compliant/noncompliant) in addition to barrier removal priority ratings, code references, proposed method/solution, digital photographs and description of the location of the barrier;
- q) Training regarding the use of the web based DACTrak accessibility management software program to generate different types of compliance assessment reports to identify noncompliant items which should be included in the transition plan schedule for barrier removal.

Public Rights-of-Way

- a) Conduct a survey of additional County and City public rights-of way not included in Part A including but not limited to sidewalks, crosswalks, pathways, and curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations;
- b) GIS locations will be provided in the DACTrak web based accessibility management software for all public rights-of-way measurements;
- c) Conducting a field survey of the PROW that will include GIS locations, condition data, coordinates, ramp type, slopes (running and cross), top landings, bottom landings, side flares, detectable warnings and related areas;
- d) An inventory of the items identified as physical barriers will be incorporated into facility diagrams and/or into the DACTrak accessibility database management software system;
- e) Reports will contain the actual "as-is" measurement (not yes/no or compliant/noncompliant) in addition to barrier removal priority ratings, code references, proposed method/solution, digital photographs and description of the location of the barrier;
- f) Training regarding the use of the web based DACTrak accessibility management software program to generate different types of compliance assessment reports to identify noncompliant items which should be included in the transition plan schedule for barrier removal.

2. ADA Self-evaluation (Programmatic and Policy Review)

- a) Assisting the County of Glenn and City of Willows in developing the procedures, forms and postings needed to conduct a self-evaluation of programs, services, activities and events;

- b) Conducting the self-evaluation of all relevant public facilities, programs, services, and activities, to include research, field data collection, and data analysis;
- c) Developing surveys for staff and members of the public;
- d) Reviewing policies, procedures and practices to determine if any are discriminatory or potentially discriminatory;
- e) Evaluating the accessibility of existing ADA/accessibility services;
- f) Meeting with County and City staff to determine the best method to meet the Title II ADA requirement for opportunities for public input, DAC will present recommendations for input by the public;
- g) Compiling a draft and subsequently a final Self-evaluation for review by the County that summarizes findings and recommendations;

3. Comprehensive ADA Self Evaluation and Transition Plan

- a) DAC will develop, in collaboration with the County and City, a comprehensive ADA Self-Evaluation and Transition Plan for facilities, buildings, parks and the public rights-of-way;
- b) The ADA requires a minimum of four items to be included in a transition plan. The four (4) requirements will be included in the plan, in addition to the items listed below:
 - a. the noncompliant finding
 - b. recommended method for barrier removal
 - c. projected schedule for barrier removal
 - d. the identity of the person that is responsible for the implementation of the plan
- c) The ADA Transition Plan will also include:
 - a. Identification of the actual, as-is barrier
 - b. Method of evaluation of the barrier
 - c. Prioritization for removal of barriers
 - d. Estimated costs
 - e. Procedures, forms, methodology and technology for monitoring implementation of the plan
 - f. Documentation of barrier removal
 - g. Procedures, forms, methodology and technology for performing additional assessment of barriers (future sites or sites remodeled or the function changed)
 - h. DACTrak licensure for implementation and monitoring
 - i. Development of Requests for Accommodation forms
 - j. Standard drawing for remediation methods for the applicable remediation (federal or state-depending upon barrier)

4. Public Participation and Outreach

- a) As required by Title II of the ADA, DAC will lead the public participation and outreach program to assist the County to advise the public and stakeholders, solicit input into the transition plan, provide opportunity for interested persons and individuals to participate in the development of the plan;
- b) DAC will present recommendations regarding the proposed methods to provide opportunities to the public and collaborate with the County and City to select the individual methods for public input that are most appropriate for the County of Glenn and City of Willows (public meetings, workshops, on-line surveys, questionnaires, postings, notices, meetings, etc.);
- c) After receiving input from the County and City following a review of the draft plan, DAC will prepare and present a draft plan to staff.

5. Project Database And Mapping

DAC will provide the County and City with actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database does not provide the County with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the County or City does not want to use the software, the data can be placed in an excel spreadsheet.

DAC will provide the County and City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement.

- a) DAC will license DACTrak to the County and City for a period of two years at no cost to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- b) Data collected will be the property of the County and/or City. Should the County or City decide for any reason not to continue to use the DACTrak accessibility intake and management software system, the data will be provided to the Client in a format compatible to DAC and Client data storage systems;
- c) DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs, reference drawings as available and photographs for each noncompliant accessibility item or element;
- d) Reference maps for GIS information for exterior areas will be provided in addition to a linked mapping system for each item;
- e) DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location;
- f) Facility plans and diagrams will be included with marked barriers

PROJECT APPROACH

Activities will include, but are not limited to the following:

1. Orientation/Project Meeting and Clarification of Project Scope, and Schedule

DAC will conduct an initial project kick-off meeting with selected County and City staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of facilities and identify key County of Glenn and City of Willows personnel related to the project scope. Initial self-evaluation activities will be completed during this step. More specific activities will include:

- Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation meeting is needed to prepare a strategic project work plan for a coordinated and seamless effort. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon County of Glenn staff.
- Barbara Thorpe of DAC will be designated as the project manager and policy and program analyst and will be the DAC contact for the project and serve as the point of contact for the County of Glenn and City of Willows. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Mike Boga. Mike will be directly involved in the project and field evaluations. Other roles and responsibilities of key team



members are indicated in the organizational chart and in the description of the roles and responsibilities.

- Barbara will meet with the designated County and City officials to discuss the project scope, deliverables currently needed by the County and City, deliverables that may be needed in the near future, projected schedules and timelines, cost saving methods, and review alternatives for compliance by the County of Glenn and City of Willows. DAC has some optional cost saving measures for consideration, which include use of the DACTrak tablet to complete inspections or a portion of the inspections. Use of the DACTrak tablet by staff has also proved to be a valuable training activity.
 - Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC company shirts and have DAC identification badges.
 - The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the County or City is challenged by litigation.
 - Project objectives will be clarified and elements that may be unique or of particular importance for the County and City will be discussed. Items such as community input and staff needs will be confirmed.
 - Hours of operation, schedules and County and City activities by location will be discussed.
 - The self-evaluation to review policies, procedures, practices and contracts, agreements and documents will be initiated.
2. Survey Facilities-Access Compliance Assessment Reports and Software for Transition Plans
- DAC will survey the facility locations established at the time of contracting or at the kick off meeting. Areas open to the public are required to be accessible. Areas that are staff only and do not have access by the public can be assessed and prioritized differently.
 - As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated. Items and areas in the DAC site surveys may include, but are not limited to the following:
 - Parking
 - Parking garages
 - Curbs
 - Curb ramps
 - Entrances
 - Passenger Loading Zones
 - Crosswalks
 - Paths of Travel
 - Ramps
 - Handrails
 - Elevators
 - Platform Lifts

- Stairs
- Doors
- Door hardware
- Telecommunications Devices (TDD/TTY)
- Signage-Permanent and Directional
- Visual & Audible Communications and Alarms
- Restrooms
- Drinking Fountains
- Common use areas
- Employee break areas
- Meeting and conference rooms
- Locker Rooms
- Stadiums
- Playgrounds and outdoor areas
- Areas of Rescue Assistance
- Sidewalks
- Intersections
- Transit stops
- Street Furniture
- Trails
- Recreational areas
- Outdoor Developed Areas

- Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.
- Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the County of Glenn may utilize.
- Public Rights-of-Way: The review of public rights-of-way (PROW) is a requirement for ADA compliance. Based on our experience working with many municipalities, some complete their ADA compliance in phases. Some municipalities divide ADA compliance to span budget years and may conduct the surveys of high use public buildings, facilities and parks as Phase 1, and subsequently complete the surveys of sidewalks, intersections, transit stops and other related accessibility items followed by low public use facilities and buildings.
- DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier in the public rights-of-way that can be incorporated into the County and City's Geographical Information System (GIS). If this optional item is selected, there is no additional cost for the GIS service as it is incorporated into the DACTrak inspection and intake information collected in the field by the pc tablets used during the inspection of the public

rights-of-way accessible items and elements. DAC incorporated the map-linked GIS feature based on the needs of many of our County and City clients.

- Public rights-of-way that have GIS information and photographs incorporated, include but are not limited to the following:

Sidewalks and Curb Ramps

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than 1/2 inch, no actual quantifiable information is reported of how much greater or of the severity. In order to get the actual measurements for the sidewalks and intersections, the use of a “profiler” does not provide the measurements needed for items such as automated pedestrian signals and street furniture.

- Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility to programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the County of Glenn and the City of Willows.
- Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the County and City with an additional tool to reprioritize items depending upon the unique and ongoing needs of the County and City, and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, as usually given a lower priority for barrier removal.
- Detailed findings, inspection intake records and digital photos are utilized during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.
- DAC team members from the Oroville, California office will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the County of Glenn. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Inspection Team Leader, in collaboration with the

County or City. If the County or City has utilized particular cost estimates for standard nonaccessible items or elements, then the cost is entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

3. Compliance Assessment/Transition Plan Reports and Implementation
 - The draft Transition will be submitted to staff for review and approval. The final report will also be presented to staff and, if requested, a Q & A session or workshop will be held.
 - Following approval, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. DAC will prepare and print reports in the type and style requested by the County or City. The County and City will have use of the DACTrak software for a period of two years at no cost to update and manage their information and print progress reports and other custom report formats.
 - The draft plan shall describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the County and City in collaboration with DAC. It is not recommended that DAC unilaterally place dates in the plan that the County or City may not approve, and DAC would not want to inadvertently commit the County or City to dates that may be unrealistic or inappropriate. The projected schedule for barrier removal is required by the ADA for the development and implementation of the required transition plan. It is anticipated that the County and City would opt for a phased implementation plan with a timeline of a minimum of five years.
 - Cost estimates will be provided when available for the specific item or element and can be easily be adjusted in the DACTrak software to utilize any specific costs adopted by the County of Glenn or City of Willows.
 - The phased implementation plan is best developed in collaboration with the County of Glenn and the City of Willows. DAC will recommend a prioritized plan that can be modified and updated by staff.
 - It is not recommended, nor is it required that the ADA Self-Evaluation be approved by County or City Council. Projected dates that are incorporated into the plan may become problematic if the dates are not met. The plan is intended to be a working, ongoing plan that benefits from flexibility.
4. Self-Evaluation of all Programs, Services, Activities, Events and Related Policies, Procedures and Practices
 - DAC will review all policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory for individuals with disabilities.
 - DAC will make recommendations for consideration regarding potential revisions to policies and practices.
 - DAC will collaborate with the County and City to conduct the required public input process. DAC will meet and confirm the methodology to be used to solicit public input. For example, DAC will present a variety of surveys in addition to notices and postings. Based on the individual needs of the County and City, and the current assessment of possible or current litigation, an individualized method will be recommended. Other methods may include staff

interviews. DAC attempts, whenever possible, to minimize the impact to staff and complete the requirement for public input in accordance with Title II of the ADA without rising to the level of increasing risk and liability for the County or City.

- Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.
- DAC will prepare a draft Self-Evaluation summary document for the staff to review.
- Following comments by the County and City, DAC will prepare a final ADA Self-Evaluation and describe recommendations for implementation.

Understanding of County and City Responsibilities

DAC will provide all necessary resources and services to execute the work scope described above, it is understood that the County and City will be responsible for the following items:

- Providing copies of available plans and existing documentation as needed for the project
- Designating a staff person as a contact for the project
- Acting as a liaison with the appropriate decision making bodies (County Council, Public Works, Parks Dept., etc.)

DAC does not anticipate that the County or City provide resources other than those specifically indicated above.

PROJECT SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES – PART B

Based upon experience, a project milestone chart is provided in months. It is estimated that the project schedule will be 6-8 months.

Scope of Service –Activity or Task	1	2	3	4	5	6	7	8
DAC Team Meeting with County of Glenn and City of Willows; kick-off meeting; survey methodologies, deliverables and schedule confirmation								
Project planning, scheduling, procedures review								
Review of policies, procedures and practices; analysis of existing plan								
Collaboration and confirmation of public input process								
Public input and community outreach								
Draft Self-Evaluation of services, policies, programs and practices								
Field inspection data compiled (compiled on a daily basis and available for review throughout the inspection process)								
Presentation to selected County and City staff (recommended that the review occur at several milestones, not only at the conclusion)								
Solicit and record feedback from the County and City (several opportunities for feedback)								
Appropriate public input integrated into the surveys for further prioritization								
Final Draft								
Deliverables completed and presentation to the County Council								

DELIVERABLES

At a minimum, DAC will provide the County of Glenn and the City of Willows with the following list of deliverables:

- a) DAC will provide a preliminary report when approximately 75% of the evaluation for programs, policies, or facilities is complete.
- b) DAC will make a presentation to the Glenn County Transportation Commission at the completion of the project. If the additional tasks listed under "Scope of Work – Part B" are undertaken, DAC will also provide presentations to the Glenn County Board of Supervisors and City of Willows Council.
- c) DAC will facilitate and attend at least two meetings with staff and the public to identify areas of public services that need to be evaluated.
- d) DAC will provide a final report for distribution to interested parties shall be provided in printed and digital copies as requested.

Sample of Graphic Layouts

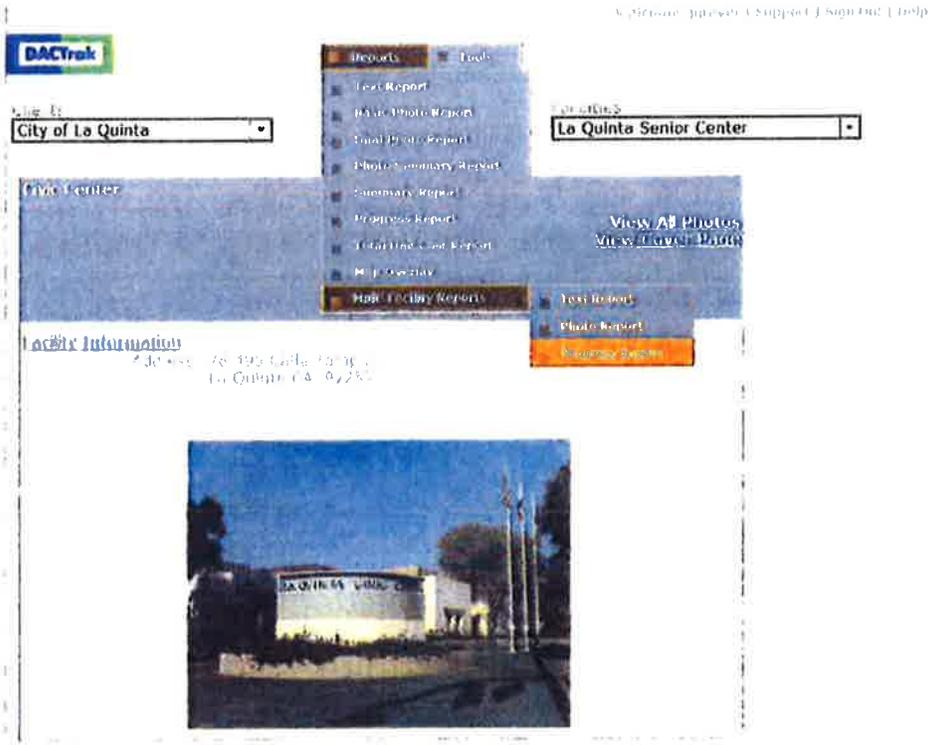
These samples are generated from the DACTrak Accessibility Management web-based software program. The following screen shots are recent examples of the DACTrak Management software prepared for several public entity clients.

The screenshot shows the DACTrak web interface. At the top left is the DACTrak logo. Below it, there are navigation tabs for 'Reports' and 'Tools'. On the left, a dropdown menu for 'Clients' is set to 'City of La Quinta'. On the right, a dropdown menu for 'Projects' is set to 'Buildings'. Below these are two main sections:

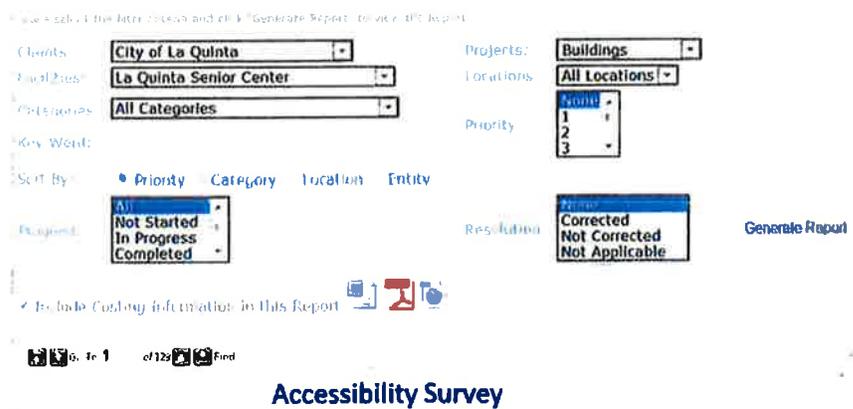
- Buildings**: A section titled 'Project Information' showing 'Address: 78-495 Calle Tampico La Quinta, CA 92253' and 'Start Date: 7/6/2011'.
- Facility List**: A table listing various facilities for the City of La Quinta.

Facility Name	Address
Boys & Girls Club	49995 Park Avenue La Quinta, CA 92253
City Of La Quinta Sports Complex	Sports Complex La Quinta, CA 92253
Civic Center	78-495 Calle Tampico La Quinta, CA 92253
Fire Station #70	54001 Madison Street La Quinta, CA 92253
Fire Station #93	44555 Adams Street La Quinta, CA 92253
La Quinta Library	78-275 Calle Tampico La Quinta, CA 92253
La Quinta Museum	77-885 Avenida Montezuma La Quinta, CA 92253
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92253
La Quinta YMCA Daycare	49-955 Avenue 50 La Quinta, CA 92253
New Fire Station (Fire Station #32)	78111 Avenue 52 La Quinta, CA 92253
Police Substation	51351 Avenida Bermidas La Quinta, CA 92253
Public Works & Maintenance	78109 Avenue 52 La Quinta, CA 92253
Silver Rock Temporary Clubhouse	79-179 Ahmanson Lane La Quinta, CA 92253
Silverrock Maintenance Building	79-600 54 Avenue La Quinta, CA 92253

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. These two screen shots are examples of facility lists for two recent public entity transition plan projects.



After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.



This screenshot is an example of the home page for a Basic Photo Report. The sort and filter panel allows users to quickly run reports that generate findings for specified locations or categories, or by progress, priority or resolution status.



La Quinta Library

Doors - Chamber Of Commerce : Door , Hardware

Door Between Library & Chamber Of Commerce

Push Bar / Lever

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 10.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43596	Resolution	None
Progress	Not_Started	Actual Date	
Projected Date	06/30/2013	Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

These two screenshots are examples of a finding page in a Basic Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

La Quinta Museum

Doors - Museum 1st Floor : Door , Hardware

Archives 102

Lever

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 8.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43936	Resolution	None
Progress	Not_Started	Actual Date	
Projected Date		Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

Fair Oaks Park

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Basketball Court

Exterior Walkway

Walking Surface Slope

Path Of Travel , Walking Surfaces : Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 14.70 percent



Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Code Reference:
ADA 4.3.7, CA 11339.7.3

Costing Information (Estimated)

Install compliant pathway. \$1,840

Record Number : 988033

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Entrance To The Horticultural Center

Exterior Walkway

Walking Surface Slope

Path Of Travel , Walking Surfaces : Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 6.40 percent



Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Code Reference:
ADA 4.3.7, CA 11339.7.3

Costing Information (Estimated)

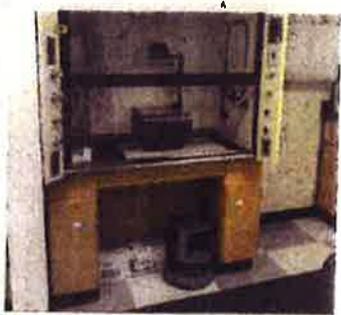
Install compliant pathway. \$1,840

Record Number : 987873

This screenshot is an example of a finding page in a Dual Photo Report. This type of report shows the user two findings per page, with accompanying recommendations to correct the non-compliant item, the associated photo, code reference(s), and estimated cost to remove the barrier.

The Dual Photo and Basic Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.

ID	Name	Location	Description
448 7780	11750	Health Range	2nd Floor Science 117 B Biology Laboratory
449 7780	11751	Health Range	2nd Floor Science 117 B Biology Laboratory
450 7780	11752	Health Range	2nd Floor Science 117 B Biology Laboratory
451 7780	11753	Health Range	2nd Floor Science 117 B Biology Laboratory
452 7780	11754	Health Range	2nd Floor Science 117 B Biology Laboratory
453 7780	11755	Health Range	2nd Floor Science 117 B Biology Laboratory
454 7780	11756	Health Range	2nd Floor Science 117 B Biology Laboratory
455 7780	11757	Health Range	2nd Floor Science 117 B Biology Laboratory
456 7780	11758	Health Range	2nd Floor Science 117 B Biology Laboratory
457 7780	11759	Health Range	2nd Floor Science 117 B Biology Laboratory
458 7780	11760	Health Range	2nd Floor Science 117 B Biology Laboratory
459 7780	11761	Health Range	2nd Floor Science 117 B Biology Laboratory
460 7780	11762	Health Range	2nd Floor Science 117 B Biology Laboratory
461 7780	11763	Health Range	2nd Floor Science 117 B Biology Laboratory
462 7780	11764	Health Range	2nd Floor Science 117 B Biology Laboratory
463 7780	11765	Health Range	2nd Floor Science 117 B Biology Laboratory



Health Range, Element Highest Point of Operation, Element Highest Point of Operation - Currently 80.00 inches



ID	Name	Location	Description
4 43502	11757	Doors	Interior
5 43501	11750	Doors	Exterior
6 43506	11754	Doors	Interior
7 43514	11756	Doors	Interior
8 43663	11759	Doors	Interior
9 43557	11542	Doors	Interior
10 43503	11542	Doors	Interior
11 43549	11543	Doors	Interior
12 44479	11187	Doors	Exterior
13 43567	11543	Doors	Interior
14 43568	11543	Doors	Interior
15 43548	11546	Doors	Interior
16 43547	11806	Doors	Interior
17 43553	11540	Doors	Interior
18 43508	11745	Doors	Interior
19 43538	11488	Restrooms	Interior
20 43519	11480	Restrooms	Interior
21 43462	11168	Restrooms	Exterior



Door, Hardware | Door Opening Pressure - Currently 10.00 pounds



LaQuintaLibrary | Photos

Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.

Welcome, stafasila | Support | Sign Out

Please select the filter criteria and click "Generate Report" to view the Report.

Clients: Projects:

Facilities: Locations:

Categories: Priority:

Key Word: Assignment:

Sort By: Priority Category Location Entity

Progress:

Resolution:

Include Costing Information in this Report

Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.

Welcome, stafasila | Support | Sign Out

Please select the filter criteria and click "Generate PDF" to download the Report.

Clients: Projects:

Facilities: Locations:

Categories: Priority:

Key Word: Assignment:

Sort By: Priority Category Location Entity

Progress:

Resolution:

Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- Text Report
 - Basic Photo Report
- Dual Photo Report
 - Photo Summary Report
 - Summary Report
 - Progress Report
- Total Unit Cost Report
- Corrected Items Report

Multi Facility PDF Report Options

In addition to viewing reports for individual facilities, DACTrak offers users the ability to view findings for multiple facilities combined in as single PDF. Users choose which facilities to include from the selection list and are further able to customize the generated report by selecting a Category or Priority setting.

Welcome, stalsila | [Support](#) | [Sign Out](#)



Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the 'Ctrl' button to select multiple facilities.

Clients: Projects:

Facilities:

Categories: Priority:

Please select a type of report from the list below and click on Generate PDF :

- Text Report
- Photo Report
- Progress Report

Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.

Welcome, stalsila | [Support](#) | [Sign Out](#)



Please select the filter criteria and click "Generate Excel" to download the Report.

Clients: Projects:

Facilities: Locations:

Categories: Priority:

Key Word: _____ Assignment:

Sort By: Priority Category Location Entity

Progress: Resolution:

- Include Photos in this Report
- Include Casting Information in this Report

Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the drop down menus for Categories and Priority. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

Welcome, stasale | Support | Sign Out



Reports | Findings | Support

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the 'Ctrl' button to select multiple facilities.

Cities: Projects:

Facilities:

Categories: Priority:

Include Photos in this Report

Map Overlay Report

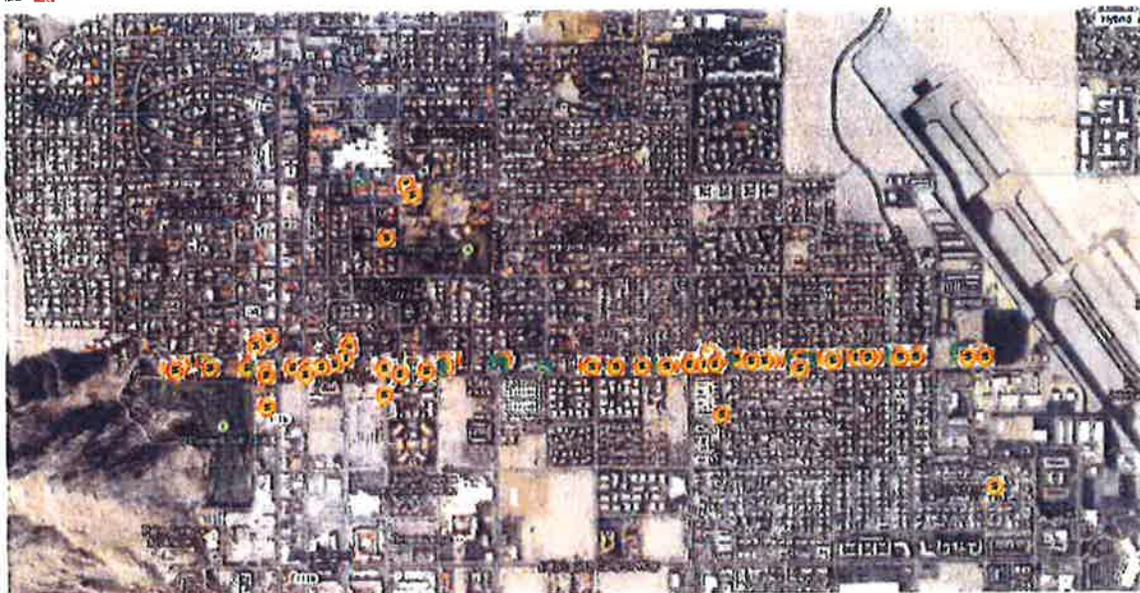
Aerial map reports of non-compliant findings can be viewed using the Map Overlay option in DACTrak. This report plots the locations of the findings on a user friendly interactive map. Unique icons are used to symbolize the different types of findings.

Cities: Projects:

Facilities:

Categories: Priority:

Include Photos in this Report



Drilled Down View of Map Overlay Report

Each icon in the map overlay report is a clickable link that will expand to a pop up window identifying the finding. The individual finding information may also be printed from this feature.

City of Palm Springs | Sidewalks | All Locations | All Categories | Priority: None | Generate Report

Sort By: Priority | Category | Location | Status

Progress: Not Started | In Progress | Completed

Facilities: Not Started | Corrected | Not Corrected | Not Applicable

Pop-up window details:
 Estimate: 1000000.00
 Serial: 10 Feet East of Naranja Road
 Cross Slope: 1.00
 Drive Paving: 1.00
 Recommendation: None
 Recommended Value: 1000000.00
 Reference: 200 200 200 200

Multi Facility Total Estimated Cost Report

DACTrak offers users a quick view "bottom line" report option which will quickly generate a tally of the estimated costs to bring all items into compliance in each facility chosen for the report. The amounts are viewable on DACTrak and can also be exported to an Excel workbook. This report can be customized by choosing specific facilities, categories and priorities.

Welcome, stasala | Support | Sign Out

DACTrak | Reports | Tools | Support

Please select the filter criteria and click "Generate Report". Press and hold the "Ctrl" button to select multiple facilities

Clients: City of Palm Springs | Projects: Sidewalks

Facilities: Alejo Road, Amado Road, Andreas Road, Arenas Drive, Avenida Caballeros, Baristo Road

Categories: All Categories | Priority: None | Generate Report

Please click to export the data to Excel

Facility ID	Name	Estimated Cost
221	Baristo Road	\$209551.0000
212	Avenida Caballeros	\$262297.0000
170	Arenas Drive	\$419244.0000
160	Andreas Road	\$172168.0000
157	Amado Road	\$237703.0000

Single Facility Priority Manager

Priority Manager allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.

Clients: Projects:
 Facilities: Locations:
 Categories:

Click the icon to export to excel:
 Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Method	Deficiency Finding	Priority Assignment	Progress	Resolution Date	Project Start Date	Project Completion Date	Contractor	Cost	Notes
02074	Administration/Accounts Payable	The door has a gap of 1/2 inch between the door and the frame.	2018	The door has a gap of 1/2 inch between the door and the frame.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
02074	Administration/Accounts Payable	The door has a gap of 1/2 inch between the door and the frame.	2018	The door has a gap of 1/2 inch between the door and the frame.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
02074	Administration/Accounts Payable	The door has a gap of 1/2 inch between the door and the frame.	2018	The door has a gap of 1/2 inch between the door and the frame.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
01002	Administration/Accounts Payable & Printing Office	The door opening width of the door is less than required.	2018	The door opening width of the door is less than required.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
02018	Administration/Accounts Payable & Printing Office	The door opening hardware is not accessible.	2018	The door opening hardware is not accessible.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9

Multi Facility Priority Manager

Priority Manager also has a multi facility option to allow users to manage records from several chosen facilities, and apply individual updates to each record from one screen.

Clients: Projects:
 Facilities:
 Categories: Priority:

Click the icon to export to excel:
 Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Facility	Record Number	Location	Element Description	Method	Deficiency Finding	Priority Assignment	Progress	Resolution Date	Project Start Date	Project Completion Date	Contractor	Cost	Notes
City Hall	10492	Fleet Building	Door Frame - Door To Fleet Office	2018	The ADA clearance height of the door is less than required.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
City Yard Facility	10492	Fleet Building	Fleet Manager	2018	There is no level landing percent at the door.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
City Yard Facility	10495	Fleet Building	Women's Restroom - Fleet Office	2018	The ADA clearance height of the door is less than required.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
City Yard Facility	10510	Fleet Building	Men's Restroom - Fleet Office	2018	The ADA clearance height of the door is less than required.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
City Yard Facility	10495	Fleet Building	Women's Restroom - Fleet Office	2018	The door opening width of the door is less than required.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9
City Yard Facility	10510	Fleet Building	Men's Restroom - Fleet Office	2018	There is no level landing percent at the door.	None	None	None	None	None	None	0	ADA 404 2.7, ADA 404 2.8, ADA 404 2.9

Individual Record Manager

Individual records are able to be viewed and updated using the Record Manager tool in DACTrak. Record Manager gives users addition options such as adding notes, and uploading a new photo for an individual record.

Welcome, stasasila | Support | Sign Out



Reports Tools Support

1 2 3 4 5 of 5

Facility: Palm Springs International Airport

[Back to List](#)

Curb Ramps - Exterior : Curb Ramp

1st Curb Ramp From The Public Right Of Way

No Detectable Warnings

Finding

The curb ramp does not provide a detectable warning surface which includes truncated domes.

On Site Finding: Not Found

Recommendation

Provide compliant detectable warnings to surface.
Recommended: See Above

Costing Information

Provide detectable warning to surface \$248.00

Code Reference

CA 11B-406.5.12

Curb Ramp : No Detectable Warnings



1 of 1

Priority	<input type="text" value="None"/>	Assignment	<input type="text" value="None"/>
Progress	<input type="text" value="Not Started"/>	Projected Date of Completion	<input type="text"/>
Resolution	<input type="text" value="None"/>	Actual Date of Completion	<input type="text"/>
Cost Responsibility	<input type="text" value="None"/>	Actual Cost	<input type="text"/>
New Measurement	<input type="text"/>	Contractor	<input type="text"/>
New Comment	<input type="text"/>		
Upload Image	<input type="button" value="Choose File"/> No file chosen Jpeg files only. Size limited to 500KB.		
	<input type="button" value="Update"/>		<input type="button" value="Cancel"/>

1 2 3 4 5 of 5

City of La Quinta

Buildings

Boys & Girls Club
 City Of La Quinta Sports Complex
 Civic Center
 Fire Station #20
 Fire Station #93
 La Quinta Library
 La Quinta Museum
 La Quinta Senior Center
 La Quinta YMCA Daycare
 New Fire Station (Fire Station #32)
 Police Substation
 Public Works & Maintenance
 Silver Rock Temporary Clubhouse
 Silvercreek Maintenance Building

Family List

4995 Park Avenue
 La Quinta, CA 92253
 Sports Complex
 La Quinta, CA 92253
 78 495 Calle Laredo
 La Quinta, CA 92253
 54101 Madison Street
 La Quinta, CA 92253
 44101 Avenue Street
 La Quinta, CA 92253
 78-275 Calle Laredo
 La Quinta, CA 92253
 77 845 Avenida Montezuma
 La Quinta, CA 92253
 78 450 Avenida La Tronca
 La Quinta, CA 92253
 40 225 Avenida
 La Quinta, CA 92253
 28111 Avenue
 La Quinta, CA 92253
 31 151 Avenida Bertram
 La Quinta, CA 92253
 28101 Avenue
 La Quinta, CA 92253
 28 175 Avenida
 La Quinta, CA 92253
 29 540 Avenida
 La Quinta, CA 92253

Tools

- Project Portfolio
- Project Home
- Facility Home
- Change Password
- Contact Us
- Record Manager
- Global Progress Editor
- Priority Manager

Users can update progress using the Tools drop down menu.

Record Manager allows each record to be updated individually.

Global Progress Editor allows many records to be updated at once with identical information.

Priority Manager allows many records to be updated at once with unique information.

Fair Oaks Recreation and Parks District

Fair Oaks Park

All Categories

Fair Oaks Recreation and Parks District

All Locations

Generate List

Name	Deficiency Type	Location
Accessible Parking	Element	Exterior
Benches Near The Play Area	Element	Exterior
Community Garden Parking Lot	Element	Exterior
Continuing Path Of Travel From The Softball Fields To The Skate Park	Element	Exterior
Curb Ramp From The Accessible Space Near The Play Area	Element	Exterior
Directional Signage From The Public Right Of Way	Element	Exterior
Directional Signage To All Common Areas	Element	Exterior
Drinking Fountain At The Horticultural Center	Element	Exterior
Drinking Fountain Near The BBQ Area	Element	Exterior
Drinking Fountain Near The Restrooms	Element	Exterior
Drinking Fountain Near The Skate Park	Element	Exterior
Drinking Fountain Near The Softball Field Concession Stands	Element	Exterior
Gates To The Community Garden	Element	Exterior
Horticultural Center	Element	Exterior
Left Curb Ramp From The Accessible Spaces Near The Skate Park	Element	Exterior
Mens & Womens Restrooms	Element	Restrooms
Mens Restroom	Element	Restrooms
Mens Restroom	Element	Restrooms

Record Manager allows the user to choose which record to update individually.

DACTrak

1 of 2

Facility: Fair Oaks Park

Curb Ramps - Exterior | Curb Ramp

Curb Ramp From The Accessible Space Near The Play Area

No Detectable Warnings

Finding
The curb ramp does not provide a detectable warning surface which includes truncated domes.
On Site Finding: Not Found

Recommendation
Provide compliant detectable warnings to surface.
Recommended: See Above

Costing Information
Provide detectable warning to surface. \$144.00

Citations
CA 11276.5.8
ADA 4.7.7



1 of 1

Priority: Projected Date of Completion:

Progress: Actual Date of Completion:

Resolution: Actual Cost:

New Comment:

Update Cancel

Once a record is chosen in Record Manager, the user can set the priority, select the status of progress, add projected and actual dates of completion and also document any notes regarding the record.

Drinking Fountains - Exterior : Drinking Fountains

Drinking Fountain Near The Skate Park

Clear Floor Space Slope

Finding
The Clear Floor Space Slope is not compliant.
On Site Finding: 6.40 percent

Recommendation
Provide compliant Clear Floor Space at the drinking fountain
Recommended: Up to 2.00 percent

Costing Information
(None) \$0.00

Citations
ADA 4.15.5



1 of 1

Drinking fountain not operational at time of inspection.

Priority: Projected Date of Completion: 6/1/2011

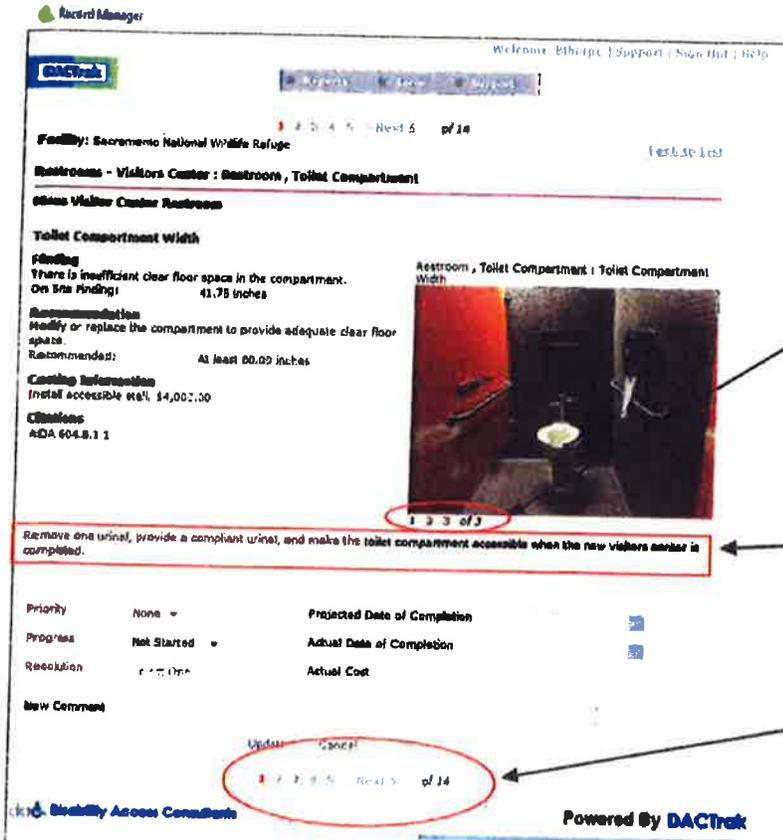
Progress: Actual Date of Completion: 7/8/2011

Resolution: Actual Cost: 565.33

New Comment: [Slope corrected and verified to be compliant by inspector #36. Repair grass area near fountain.]

Update Cancel

This screen shot represents an example of a record with progress, updates and comments added.

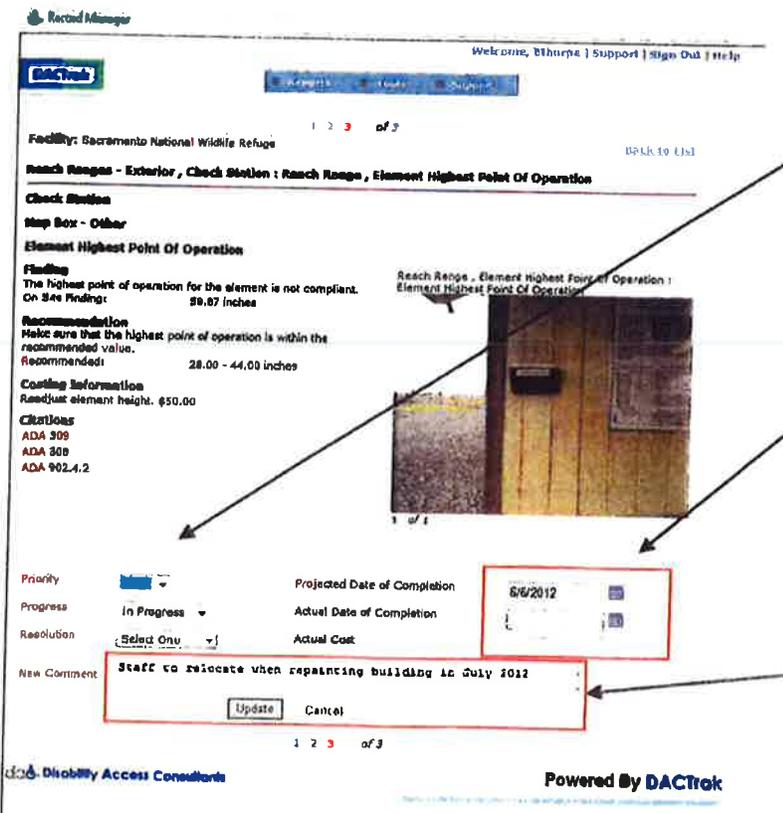


Record Manager gives an Administrator the most options to examine, manage and update the transition plan for the selected site.

By clicking on the photo number, the Administrator can view more than one photo within the same screen.

All comments saved using the Update command are shown under the finding. All new comments that are added will also be listed in this area.

An Administrator is able to view findings related to the same element by using the advance controls, also located under the tool bar at the top of the page.



A priority level of 1 through 7 can be assigned to the element.

Projected and actual dates of completion are entered here. The Administrator can also add the actual cost of bringing the element into compliance for budgeting and expense reporting.

New Comments can be added here and saved using the Update command.

The screenshot shows the DACTrak interface with the following filters: District: Fair Oaks Recreation and Parks District; Facility: Fair Oaks Park; Category: Passenger Loading Zones. A table lists several records with columns for Location, Element Description, Finding, Progress, Projected Completion Date, and Actual Completion Date. A red box highlights the filter menu and a 'Submit' button.

Location	Element Description	Finding	Progress	Projected Completion Date	Actual Completion Date
Exterior	Passenger Loading Zone At The Horticultural Center	There is less than the minimum required length in the access aisle at the passenger loading zone			
Exterior	Passenger Loading Zone At The Horticultural Center	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%			
Exterior	Passenger Loading Zone At The Horticultural Center	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone At The Horticultural Center	There are no detectable warning devices provided at the passenger loading zone			
Exterior	Passenger Loading Zone Near The Restrooms	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone Near The Restrooms	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%			
Exterior	Passenger Loading Zone Near The Restrooms	There are curbs between the access aisle and the vehicle pull up space.			

This is an example of Global Progress Editor, where the user may select many records to update at one time. In this example, the category has been filtered to Passenger Loading Zones using the Categories drop down menu.

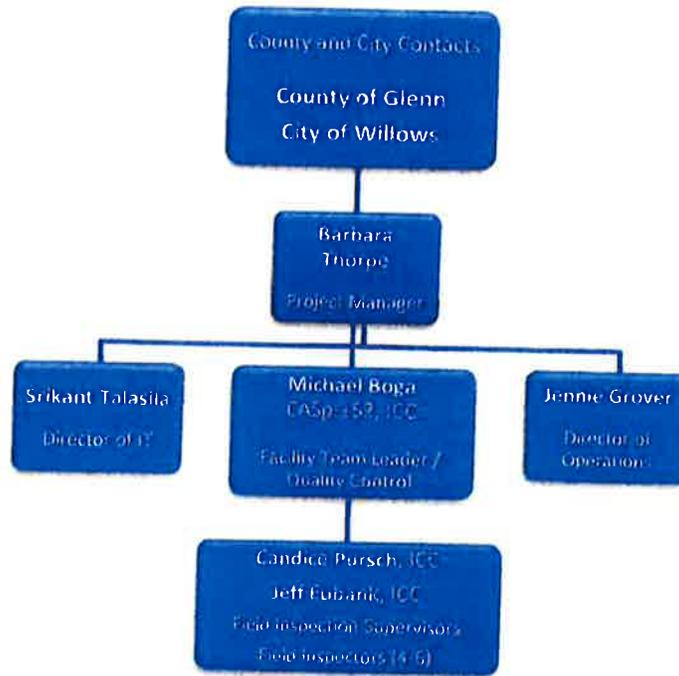
The screenshot shows the DACTrak interface with filters: District: City of La Quinta; Facility: Silverrock Maintenance Building; Category: Sinks. A table lists records with columns for Location, Element Description, Finding, On Site Finding, Priority, Progress, Resolution, Projected Completion Date, Actual Completion Date, Cost Responsibility, and Contractor. A red box highlights a 'Submit' button.

Location	Element Description	Finding	On Site Finding	Priority	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor
Interior	Maintenance Bay	Sink counter height is not compliant	25 37 inches	None	None	None			None	
Interior	Maintenance Bay	The height of the controls and dispensing is not at the correct height	50 25 inches	None	None	None			None	
Interior	Maintenance Bay	The height of the controls and dispensing is not at the correct height	45 00 inches	None	None	None			None	

This is an example of Priority Manager, where the user may select many records to update with unique information from one screen. The user may select progress information from the drop down menus and enter dates for each line item. All information is updated with one click of the Submit button. In this example, the category has been filtered to Sinks using the Categories drop down menu.

C. STAFF QUALIFICATION AND RELATED EXPERIENCE

Disability Access Consultants (DAC) has a dedicated team of twelve professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with County and City governments and public entities. DAC works with several large JPA's and insurance pools to assist public entities with ADA compliance.



The DAC team has a proven record to provide on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the County of Glenn and City of Willows' project. Following are descriptions of key team members' qualifications and their assigned roles.

**Barbara Thorpe, M.Ed., LOT
DAC Project Manager**

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the Development Services Director or designee. Barbara will serve in the leadership role regarding the ADA Self-Evaluation of programs, services, activities and events along with the review of policies and procedures. Barbara brings twenty years of experience in public administration and providing services to individuals with disabilities to Disability Access Consultants. As an administrator in a public entity, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara serves on the Division of State Architect Advisory Board and serves as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 200 public entity projects that are similar to the County of Glenn and the City of Willows.



Michael Boga, B.A. Education, California Certified Access Specialist, ICC Accessibility, Usability and Plans Examiner

Inspection Team Leader

As manager of the production and the inspection team, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is California certified CASp inspector #152. Michael has completed the updated DSA courses regarding the 2010 California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements. If requested, Michael would provide training, assist with plan reviews and review new work completed for compliance, as requested. Mike has worked on over 260 projects that are similar to the County of Glenn and the City of Willows.

Srikant Talasila

Director, Information Technology

Srikant brings many years of experience with information technology and management information services from a large corporation. He has the ability to categorize and organize large volumes of information regarding public and school facilities into a manageable database. He provides training and consultation to our clients in the use of DACTrak. Srikant would work directly with County and City staff to train and assist with the data entry and management of data.

Jennie Grover

Director of Operations

Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines.

Other Qualifications and Staff Certifications

A qualification that makes DAC unique is the inclusion of Certified Playground Safety Inspectors on staff.

Optional Activity/Optional Staff – Playground “Safety” Inspections

DAC staff includes certified playground safety inspectors to provide a value added service if requested by the County. DAC has a team of 12 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the County of Glenn and City of Willows, with ADA compliance.

Certified Playground Inspectors

Ernest Knight and Pat McLaughlin are CPSI’s with more than 30 years of combined experience in playground layout, design, accessibility and inspection. Having completed more than 1000 playground inspections, their in-depth knowledge and experience as it relates to playground equipment and playground design will insure thorough and comprehensive reports on the current condition of the County and City play areas.

Pat McLaughlin would be our project leader for the playground inspections and would be assisted by Ernest Knight or one of our other staff DACTrak Certified, CPSI’s. Pat holds a current CPSI certificate and a California Contractors license. Mike Boga, Team Leader (CASp #152), is also a certified playground inspector for playground safety. Some Park Districts, such as the Desert Recreation District and the Fair Oaks Recreation and Park District have added playground safety inspections (in addition to ADA playground inspections) to their projects.

Subcontractors

DAC does not use subcontractors, as DAC prefers team members that have direct accountability and training by DAC to provide a seamless project delivery and interaction with County and City staff.



QUALIFICATIONS AND EXPERIENCE

The DAC team members proposed for the County of Glenn and City of Willows project have worked together on similar projects. A few projects are listed below. References and a description for the scope of work are provided for several of the following recent California projects:

- County of Butte
- Solano County
- Tehama County
- Shasta County
- City of Red Bluff
- City of San Clemente
- City of Fountain Valley
- City of Modesto
- City of La Quinta
- City of Newport Beach
- City of Claremont
- City of Huntington Beach
- City of Modesto
- City of Manteca
- City of Waterford
- City of Grass Valley
- City of Banning
- City of Palos Verdes Estates
- City of Moreno Valley
- City of Palm Springs
- City of Cypress
- City of Lincoln City
- Calaveras County
- Desert Recreation District
- Fair Oaks Recreation and Park District
- City of Los Alamitos
- City of Shafter
- City of Bakersfield
- City of Glendale
- City of Oroville
- City of Clovis
- County of Santa Clara
- Town of Paradise

DAC is currently completing similar projects for ADA self-evaluations and transition plans for Solano County, City of Fremont and City of Pismo Beach.

REFERENCES

As requested in the RFP, the following are three selected recent and current references for scopes of work similar to the County of Glenn and City of Willows that include County and City Governments. Numerous additional references are available.

<p>County of Butte Grant Hunsicker Director of General Services 2081 2nd Street Oroville, CA 95965-3413 Phone: (530) 538-2511 GHunsicker@buttecounty.net</p> <p>Benjamin Matray County Architect 2081 2nd Street Oroville, CA 95965-3413 Phone: (530) 538-6056 BMatray@buttecounty.net</p>	<p>Title of Project: ADA Transition Plan</p> <ul style="list-style-type: none"> • DAC is currently working with the County's General Services and Public Works Departments to inspect County facilities and public rights-of-way for compliance with the Americans with Disabilities Act and California Building Code. • DAC is also performing a review of County policies, grievance procedures and public notices to evaluate their compliance with the ADA and suggest alternatives if necessary. • DAC is assisting the County in developing their updated transition plan. • DAC has provided training to County staff on ADA compliance, methods for reasonable accommodations, and effective communications with individuals with disabilities. <p>Role of DAC: Project Lead Contract End Date: Current Project Estimated and Actual Contract Amount: \$149,630</p>
<p>City of Los Alamitos Steven Mendoza Community Development and Public Works Director 3191 Katella Avenue Los Alamitos, CA 90720 Phone: (562) 431-3538 x300 smendoza@cityoflosalamitos.org</p>	<p>Title of Project: ADA Transition Plan</p> <ul style="list-style-type: none"> • DAC is currently working with the City to conduct an ADA Self-evaluation and transition plans of buildings, parks, sidewalks and public rights-of-way. The City has been provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • DAC is also assisting the City to gather public input for inclusion in the City's transition plan. • DAC is also performing a review of City policies, grievance procedures and public notices to evaluate their compliance with the ADA and suggest alternatives if necessary. <p>Role of DAC: Project Lead Contract End Date: Current Project Estimated and Actual Contract Amount: \$53,803</p>
<p>City of Claremont Jeff Baughman Building Official 207 Harvard Avenue Claremont, CA 91711-0880 Phone: (909) 399-5477 jbaughman@ci.claremont.ca.us</p>	<p>Title of Project: ADA Transition Plan</p> <ul style="list-style-type: none"> • DAC conducted an ADA Self-evaluation and transition plans of buildings, parks, sidewalks and public rights-of-way. The City has been provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • DAC also assisted the City to gather public input for inclusion in the City's transition plan. • DAC performed a review of City policies, grievance procedures and public notices to evaluate their compliance with the ADA and suggested alternatives if necessary. <p>Role of DAC: Project Lead Contract End Date: April 2014 Estimated and Actual Contract Amount: \$112,500</p>



D. PROPOSED FEE STRUCTURES AND SCHEDULES

Disability Access Consultants proposes the following costs for services to be performed for the County of Glenn and the City of Willows.

Billing will occur monthly and will include costs for the percentage of each task completed since the prior billing period.

FEE STRUCTURE - PART A

Task or Activity	Cost
Provide options and recommendations regarding involvement of staff and community in the process of preparation for a self-evaluation plan.	2,300
Coordinate and distribute questionnaires and surveys that would identify areas to provide the needs analysis for the self-evaluation plan.	
Provide a field review of all County and City rights-of-way to evaluate compliance with the ADA and provide remedial options for compliance.	45,600
Prepare a report, including cost evaluation, of all proposed modifications for all rights-of-way with recommended priorities for completion.	
TOTAL FEE FOR PART A	\$47,900

FEE STRUCTURE - PART B

Task or Activity	Cost
Facilitation of public/staff meetings to fully identify areas of Glenn County/City of Willows services/policies that require evaluation.	2,300
Obtain and conduct an intensive review of all written policies, rules and regulations of the County of Glenn including all departments. This should be a discovery process to determine which, if any, of the programs or policies have language or processes that may be discriminatory and not in compliance with Title II of the Act.	1,300
Provide assistance to the County of Glenn in developing required grievance procedures and all public notices required by the ADA.	
Obtain and conduct an intensive review of all written policies, rules and regulations of the City of Willows including all departments. This should be a discovery process to determine which, if any, of the programs or policies have language or processes that may be discriminatory and not in compliance with Title II of the Act.	1,300
Provide assistance to the City of Willows in developing required grievance procedures and all public notices required by the ADA.	
Provide a field review of all County of Glenn building, parks, and other facilities to evaluate compliance with the ADA and provide remedial options for compliance.	39,500
Prepare a report, including cost evaluation, of all proposed modifications separated by categories of facilities and parks.	
Provide a complete report including all recommendations for any modifications or deletion of language in all program policies, practices and procedures.	
Provide a complete evaluation of County of Glenn County facilities, including costs for proposed modifications, recommended priorities for completion of proposed modifications, and a tabular listing of the prioritized, recommended modifications.	



Task or Activity	Cost
Provide a field review of all City of Willows building, parks, and other facilities to evaluate compliance with the ADA and provide remedial options for compliance.	15,500
Prepare a report, including cost evaluation, of all proposed modifications separated by categories of facilities and parks.	
Provide a complete report including all recommendations for any modifications or deletion of language in all program policies, practices and procedures.	
Provide a complete evaluation of City of Willows' facilities, including costs for proposed modifications, recommended priorities for completion of proposed modifications, and a tabular listing of the prioritized, recommended modifications.	
TOTAL FEE FOR PART B	\$59,900

Respectfully submitted on March 4, 2015 by Barbara Thorpe, President.

Barbara Thorpe

E. CONFLICT OF INTEREST

DAC does not have any actual, apparent, potential, direct or indirect conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the Glenn County Transportation Commission or any member of the Glenn County Public Works Agency staff. In addition, DAC is not aware that any public or private clients of DAC may have a financial interest in the outcome of this project.

Disability Access Consultants has never been removed from a project or disqualified from proposing on a project.

Possible Cost Saving Options

DAC has found that a combination of training in the classroom and in the field for practical, hands on application works best. DAC has trained several public entity clients to conduct their own inspections using the DACTrak tablet. The DACTrak tablet guides the user through the inspection and asks for specific measurements. If a measurement is not taken and added to the electronic intake sheet, the software prompts the user to add the required information and touch the camera icon to take one or more pictures of each item. Thus, the "smart technology" of the software improves the consistency and quality of the inspection and lends itself to users other than DAC inspectors for a cost savings.

Reports are generated after completion of the field intake, offering a quick turnaround and report generation. The quick turnaround time and easy access of password protected data is valuable for public entities that need to fast track information and reports. The methodology also provides a cost effective process. DACTrak also provides the opportunity for County of Glenn and City of Willows' staff to be trained to use the DACTrak intake tablet to capture field data, which can then be viewed by an off-site County or City staff member accessing DACTrak.com. Photographs are automatically captured using the intake software and are easily viewed online. Several photos may be added for supporting documentation of each noncompliant finding. Additional photographs can be added for other areas that may or may not be related to accessibility. Reports can be accessed in multiple formats, depending upon the needs of the County of Glenn and City of Willows. Costs can easily be adjusted and maintained. DACTrak has seven preset priority findings. DAC will apply the state and federal recommended priority levels, but will also further customize the priority levels based upon the magnitude of impact and use by individuals with disabilities in public areas.

Due to the severe shortfall of funding for County and City governments, DAC proposes alternatives to DAC completing the entire ADA transition plan. DAC has worked with numerous County and City governments and has provided individualized programs to meet their needs, sometimes in phases, to enhance compliance with the ADA within the constraints of their budgets. Several strategies that the County of Glenn or City of Willows might utilize include, but are not limited to:

- DAC conducting accessibility surveys in phases, prioritizing the facility inspections for sites that have high public use or high use by individuals with disabilities
- Using our DAC pc tablet, County of Glenn and City of Willows employees can conduct their own inspections
- DAC conducts some of the inspections while County of Glenn and City of Willows employees follow and receive in field training
- DAC completes all project components in additional phases over multiple budget years
- Or a combination of the above alternatives

The cost saving alternative of County and City staff using the DACTrak tablet to complete the public rights-of-way and facility inspections may be a viable alternative that will produce a cost savings.

