



Willows City Council Regular Meeting

August 23, 2022
Willows City Hall
5:00 p.m. – Closed Session
6:00 p.m. – Regular Session

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

City Council
Larry Domenighini, Mayor
Gary Hansen, Vice Mayor
Jeff Williams, Council Member
Robert Griffith, Council Member
Vacant, Council Member

City Manager
Marti Brown

City Clerk
Vacant

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CLOSED SESSION

Pursuant to Government Code Sections §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

a. Conference with Labor Negotiators (§54957.6)

Agency Designated Representatives:

Marti Brown, City Manager and David Ritchie, City Attorney

Employee Organization: WEA, Willows Fire, All Employees

b. Conference with Legal Counsel – Existing Litigation (§ 54956.9) (3 Cases)

- i. Name of Case: City of Willows v. Lucky B. Wyatt, Superior Court of California, County of Glenn Case No. 21CV02682
- ii. Name of Case: John O’Connell v. City of Willows et. al., Superior Court of California, County of Glenn Case No. 20CV02511
- iii. Name of Case: Dawn Guzman v. City of Willows et. al., Superior Court of California, County of Glenn Case No. 22CV02902

5. CHANGES TO THE AGENDA

6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the

posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Manager at 201 North Lassen Street, Willows, CA 95988 or email it to: mbrown@cityofwillows.org.

a. **Register Approval**

Recommended Action: Approve general checking, payroll, and direct deposit check registers dated August 2 and August 4, 2022.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org.

b. **Contract Amendment – California Public Employees’ Retirement System (CalPERS)**

Recommended Action: Adopt a Resolution of Intention of the City Council of the City of Willows allowing the City to move forward with the process to amend the City’s CalPERS Contract.

Contact: David Ritchie, City Attorney and/or Marti Brown, City Manager, mbrown@cityofwillows.org.

c. **Caltrans Agreement - Pacific Avenue Rehabilitation Project**

Recommended Action: Authorize the City Manager to execute an updated Master Agreement and a project specific Supplemental Agreement with the California Department of Transportation (Caltrans) for the Pacific Avenue Rehabilitation Project.

Contact: John Wanger, Interim Community Development & Services Director, jwanger@cityofwillows.org.

7. **DISCUSSION & ACTION CALENDAR**

All matters in this section of the Agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Manager at 201 North Lassen Street, Willows, CA 95988 or email it to: mbrown@cityofwillows.org.

a. **Marketing & Economic Development Services**

Recommended Action: Authorize the City Manager to execute a contract with EB3 Development, LLC in an amount not to exceed \$20,000 for marketing and economic development consulting services funded by two USDA Rural Business Development Grant (RBDG) for calendar years 2020 and 2021.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org.

b. **Finance Software and Licensing**

Recommended Action: Authorize the City Manager to execute a finance software licensing agreement for new city finance and permitting software with the lowest responsible bidder submitted to the City by 4:00 p.m. on Monday, August 22, 2022.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org.

c. **Contract Amendment – California Public Employees’ Retirement System (CalPERS), First Reading by Title Only of Draft Ordinance**

Recommended Action: Hold the first reading by title only of an ordinance of the City Council of the City of Willows authorizing an amendment to the contract between the City of Willows and the Board of Administration of the California Public Employees’ Retirement System; and provide direction to staff to publish the required public notices and summary of the ordinance and place the second reading and public hearing of the ordinance on the September 13, 2022 Regular Meeting agenda of the City Council.

Contact: David Ritchie, City Attorney and/or Marti Brown, City Manager, mbrown@cityofwillows.org.

d. **Professional Services – City Manager Performance Evaluation**

Recommended Action: Authorize the Mayor to engage the contract services of Management Partners to conduct a facilitated performance evaluation of the City Manager, Marti Brown, for a not-to-exceed amount of \$7500.

8. **CEREMONIAL MATTERS (Proclamations, Recognitions, Awards)**

- a. “A Day to Remember”
- b. “National POW/MIA Recognition Day”

9. **COMMENTS & REPORTS**

- a. City Council Comments & Reports
- b. City Manager’s Report

10. **ADJOURNMENT**

This agenda was posted on August 18, 2022

Marti Brown

Marti Brown, City Manager

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City’s website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk’s office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider



PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

08/16/2022 TO 08/17/2022

Payroll Direct Deposit Z45939 TO Z45967

General Checking 40401 TO 40409

APPROVAL DATE 08/23/2022

APPROVED _____

REPORT.: Aug 02 22 Tuesday
 RUN...: Aug 02 22 Time: 15:11
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 08/02/22 Cash Account No.: 000 1045

PAGE: 001
 ID #: PY-CL
 CTL.: WIL

Invoice No	Description	Invoice	Actual	Discount		Gross	Discount	Net
		Date	Period	G/L	Account No	Amount	Amount	Amount
-----		Due Date	Fiscal	Tm				
Check #.: 052429 Check Date.: 08/02/22		Vendor I.D.: GLE45 (GLENN COUNTY ELECTIONS DEPARTMENT)						
C20802-	CANDIDATE STATEMENT FOR ROBERT GRIFFITH	08/02/22	08-22			500.00	.00	500.00
		08/02/22	02-23					
** Total Checks Paid ----->						500.00	.00	500.00
						=====	=====	=====

REPORT.: Aug 02 22 Tuesday
RUN...: Aug 02 22 Time: 15:11
Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
General Ledger Accounts Summary for August 02, 2022
Accounting Period is August, 2022

PAGE: 002
ID #: PY-CL
CTL.: WIL

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
000 1045	-500.00	-500.00	Cash Clearing	Umpqua Bank-General	Checking
301 2400	500.00	.00	General	Accounts Payable	

Invoice No	Description	Check #.	Check Date.	Vendor I.D.	Tm	G/L	Account No	Invoice	Actual	Discount	Gross	Discount	Net
								Date	Period				

		052430	08/04/22	AIR00									
				(AIRGAS NCN)									
912795701-	OXYGEN							07/15/22	08-22		215.95	.00	215.95
				08/04/22				02-23					

		052431	08/04/22	AME02									
				(ARAMARK)									
7440-	CLEANING UNIFORMS FOR PUBLIC WORKS							08/02/22	08-22		137.85	.00	137.85
				08/04/22				02-23					

		052432	08/04/22	COM16									
				(COMCAST CABLE)									
C20804-	SERVICE FROM JULY 19, 2022 TO AUG 18, 2022							07/14/22	08-22		152.94	.00	152.94
				08/04/22				02-23					

		052433	08/04/22	EWI00									
				(EWING IRRIG. PRODUCTS, INC)									
17416108-	125-04 HUNTER ULTRA 1 INST RTR							07/26/22	08-22		521.93	.00	521.93
				08/04/22				02-23					

		052434	08/04/22	GAN01									
				(GANDY-STALEY OIL CO.)									
C20804-	JULY 2022 PAYMENT FOR PUBLIC WORKS							07/31/22	08-22	A	1245.17	.00	1245.17
				08/04/22				02-23					

		052435	08/04/22	GLE45									
				(GLENN COUNTY ELECTIONS DEPARTMENT)									
C20804-	CANDIDATE STATEMENT FOR LORI PRIDE							08/04/22	08-22		500.00	.00	500.00
				08/04/22				02-23					

		052436	08/04/22	NAT26									
				(NATIONAL FIRE SYSTEMS, INC.)									
54261-	SEMI ANNUAL SERVICES KITCHEN HOOD SYSTEM							07/19/22	08-22		327.89	.00	327.89
				08/04/22				02-23					

REPORT.: Aug 04 22 Thursday
 RUN...: Aug 04 22 Time: 13:51
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 08/04/22 Cash Account No.: 000 1045

PAGE: 002
 ID #: PY-CL
 CTL.: WIL

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount	
		Due Date	Fiscal							
Check #: 052437 Check Date.: 08/04/22 Vendor I.D.: NSW00 (NORTH STATE WATER TREATMENT)										
0735-	MONTHLY SERVICE FEE FOR 7/1/22	08/01/22	08-22				150.00	.00	150.00	
		08/04/22	02-23							

Check #: 052438 Check Date.: 08/04/22 Vendor I.D.: SAF03 (SAFETY TIRE SERVICE)										
53524-	FLAT REPAIR	07/25/22	08-22				45.00	.00	45.00	
		08/04/22	02-23							

Check #: 052439 Check Date.: 08/04/22 Vendor I.D.: SEV00 (INFRAMARK, LLC)										
80802-	SERVICES PROVIDED FOR THE MONTH OF AUG. 2022	08/02/22	08-22				60908.38	.00	60908.38	
		08/04/22	02-23							

Check #: 052440 Check Date.: 08/04/22 Vendor I.D.: TRA02 (TRACTOR SUPPLY CREDIT PLAN)										
C20804-	RGC 6 IN MOC TOE YMF 2105 8.5M	07/28/22	08-22				68.63	.00	68.63	
		08/04/22	02-23							

Check #: 052441 Check Date.: 08/04/22 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)										
85613-	BATTERY ALKALINE AA 30PK	07/28/22	08-22				18.22	.00	18.22	
		08/04/22	02-23							
							** Total Checks Paid ----->	64291.96	.00	64291.96
							=====	=====	=====	=====

REPORT.: Aug 04 22 Thursday
RUN...: Aug 04 22 Time: 13:51
Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
General Ledger Accounts Summary for August 04, 2022
Accounting Period is August, 2022

PAGE: 003
ID #: PY-CL
CTL.: WIL

<u>G/L Account No</u>	<u>Total Amount</u>	<u>Extension</u>	<u>FUND Description</u>	<u>ACCT Description</u>	<u>DEPT Description</u>
000 1045	-64291.96	-64291.96	Cash Clearing	Umpqua Bank-General	Checking
301 2400	3233.58	-61058.38	General	Accounts Payable	
318 2400	60908.38	-150.00	Sewer Maint.	Accounts Payable	
325 2400	150.00	.00	Water Enterpris	Accounts Payable	

REPORT.: 08/16/22
 RUN...: 08/16/22 Time: 12:58
 Run By.: Katie Butler

CITY OF WILLOWS
 Check Register

Check Number	Payroll Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
40401	08/19/22	08/14/22	CHR00	CHRISTY, ALISHA	08-22	02-23	311.85
40402	08/19/22	08/14/22	MOR00	MORRISON, KAYLEE N	08-22	02-23	318.63
Z45939	08/19/22	08/14/22	BRO01	Brown, Martha	08-22	02-23	5955.77
Z45940	08/19/22	08/14/22	BUT01	BUTLER, KATIE LEEANN	08-22	02-23	1934.31
Z45941	08/19/22	08/14/22	RUS01	RUSTENHOVEN, TARA L	08-22	02-23	2683.71
Z45942	08/19/22	08/14/22	ARE00	Arellanes, Ashley Marie	08-22	02-23	653.98
Z45943	08/19/22	08/14/22	BRI00	BRIONES, BRENDA VALENZU	08-22	02-23	320.00
Z45944	08/19/22	08/14/22	EHO02	EHORN, CAITLIN A	08-22	02-23	1270.15
Z45945	08/19/22	08/14/22	RAN00	RANDOLPH, ABIGAIL S	08-22	02-23	216.00
Z45946	08/19/22	08/14/22	SPE02	SPENCE, KYLIEGH C	08-22	02-23	384.00
Z45947	08/19/22	08/14/22	VAR00	Vargas, Giovanni	08-22	02-23	592.00
Z45948	08/19/22	08/14/22	BER02	Berglund, Adessa	08-22	02-23	144.63
Z45949	08/19/22	08/14/22	BOB01	Bobadilla, Tristan	08-22	02-23	72.32
Z45950	08/19/22	08/14/22	COB00	Cobb, Trinity	08-22	02-23	40.18
Z45951	08/19/22	08/14/22	FLO00	Flowerdew, Nick	08-22	02-23	233.02
Z45952	08/19/22	08/14/22	HUT04	HUTSON, KRISTINA RENEE	08-22	02-23	631.25
Z45953	08/19/22	08/14/22	ROP00	ROPER, JILLIAN S	08-22	02-23	192.61
Z45954	08/19/22	08/14/22	TAY05	Taylor, Lauren	08-22	02-23	425.86
Z45955	08/19/22	08/14/22	ABO00	ABOLD, STEVEN B	08-22	02-23	1856.72
Z45956	08/19/22	08/14/22	CAZ01	Cazares, Benjamin L.	08-22	02-23	1870.21
Z45957	08/19/22	08/14/22	MCM00	MCMAHON, SHARON M	08-22	02-23	188.16
Z45958	08/19/22	08/14/22	SEN00	SENGMANY, SITXAY	08-22	02-23	640.00
Z45959	08/19/22	08/14/22	VAS01	VASQUEZ, PEDRO CEASAR	08-22	02-23	2092.62
Z45960	08/19/22	08/14/22	ENO00	ENOS, KYLE	08-22	02-23	2156.69
Z45961	08/19/22	08/14/22	LOM00	LOMBARD, TYLER JOSEPH	08-22	02-23	2000.50
Z45962	08/19/22	08/14/22	MON00	MONCK, NATHANIAL T	08-22	02-23	4434.00
Z45963	08/19/22	08/14/22	PET02	PETERSEN, MATTHEW	08-22	02-23	1963.00
Z45964	08/19/22	08/14/22	MIN00	MINGS, MICHAEL E	08-22	02-23	1683.69
Z45965	08/19/22	08/14/22	PFY00	PFYL, NATISA N	08-22	02-23	2961.51

 38227.37

REPORT.: 08/17/22
RUN...: 08/17/22 Time: 10:54
Run By.: Katie Butler

CITY OF WILLOWS
Check Register

Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
445966	08/19/22	08/19/22	PET02	PETERSEN, MATTHEW	08-22	02-23	855.57
							855.57

REPORT.: 08/17/22
RUN...: 08/17/22 Time: 11:02
Run By.: Katie Butler

CITY OF WILLOWS
Check Register

Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
245967	08/19/22	08/19/22	PET02	PETERSEN, MATTHEW	08-22	02-23	1912.34
							----- 1912.34 -----

REPORT.: 08/17/22
 RUN ON.: 08/17/22 Time: 11:07
 RUN BY.: Katie Butler

CITY OF WILLOWS
 Vendor Check Register Print

PAGE: 001
 ID #: SPVR
 CTL.: WIL

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid	
40403	08/17/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C20817	08/17/22	STATE INCOME TAX	08-22	854.85		
40403	08/17/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	1C20817	08/17/22	STATE INCOME TAX	08-22	132.37	987.22	
40404	08/17/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	C20817	08/17/22	SDI	08-22	394.05		
40404	08/17/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	1C20817	08/17/22	SDI	08-22	30.45	424.50	
40405	08/17/22	ICM01 ICMA RETIREMENT TRUST 457	C20817	08/17/22	DEFERRED COMP - ICMA	08-22	200.00	200.00	
40406	08/17/22	NAT00 NATIONWIDE RETIREMENT SOLU	C20817	08/17/22	USCM DEF. COMP. NAT	08-22	1592.39		
40406	08/17/22	NAT00 NATIONWIDE RETIREMENT SOLU	1C20817	08/17/22	USCM DEF. COMP. MTCH	08-22	278.85	1871.24	
40407	08/17/22	PER01 P.E.R.S.	C20817	08/17/22	PERS PAYROLL REMITTANCE	08-22	6196.42	6196.42	
40408	08/17/22	UMP00 UMPQUA BANK	C20817	08/17/22	DIRECT DEPOSIT	08-22	25115.99		
40408	08/17/22	UMP00 UMPQUA BANK	1C20817	08/17/22	DIRECT DEPOSIT	08-22	1839.01	26955.00	
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	C20817	08/17/22	FEDERAL INCOME TAX	08-22	2288.62		
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	1C20817	08/17/22	FICA	08-22	4442.26		
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	2C20817	08/17/22	MEDICARE	08-22	1038.86		
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	3C20817	08/17/22	FEDERAL INCOME TAX	08-22	420.71		
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	4C20817	08/17/22	FICA	08-22	343.24		
40409	08/17/22	UMP01 UMPQUA BANK - MYTAXPAYER	5C20817	08/17/22	MEDICARE	08-22	80.28	8613.97	
TOTAL DISBURSED...								45248.35	45248.35



Date: August 23, 2022

To: Honorable Mayor and City Council

From: David Ritchie, City Attorney
Marti Brown, City Manager

Subject: Contract Amendment – California Public Employees’ Retirement System (CalPERS)

Recommendation:

Adopt a Resolution of Intention of the City Council of the City of Willows allowing the City to move forward with the process to amend the City’s CalPERS Contract.

Rationale for Recommendation:

CalPERS requires that the contract be amended to remove exclusion language of “Persons compensated on an hourly basis employed on or after November 1, 1965,” pursuant to Section PERL 20503.

Background:

Prior to considering amendments to the City contract with CalPERS, the City is obligated to adopt a resolution indicating its intention with a brief summary of the change to be considered. Any cost increases that would occur because of the change that are indicated by CalPERS to the City must also be disclosed as well, if any.

Discussion & Analysis:

CalPERS requested that the City of Willows (along with most other cities in the State) amend its CalPERS contract language to remove exclusion language of “Persons compensated on an hourly basis employed on or after November 1, 1965,” pursuant to Section PERL 20503. The contract amendment (Exhibit A) details the contents and purpose of the amendment.

Fiscal Impact:

CalPERS has not indicated that the proposed change will result in any cost increase to the City.

Attachments:

1. Resolution No. XX-2022
 - a. Exhibit A – Draft Amendment to Contract



City of Willows
Resolution xx-2022

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION, CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM; AND THE CITY COUNCIL, CITY OF WILLOWS.

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

“To provide Section 20503 (Removal of the Contract Exclusion of “Persons Compensated On An Hourly Basis Who Are Employed On Or After November 1, 1965,” prospectively from the effective date of this amendment to contract).”

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

- 1) Give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as "Exhibit A" and by this reference made a part hereof.
- 2) This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Willows City Council at a meeting on August 23, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, Deputy City Clerk

APPROVED AS TO FORM:

David G. Ritchie, City Attorney

Attachment: Exhibit A, Contract Amendment



California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Willows



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1965, and witnessed December 14, 1964, and as amended effective November 1, 1965, July 1, 1972, May 1, 1996, July 10, 1998, July 1, 2001, January 1, 2005, and July 29, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 29, 2011, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1965, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Removal of the exclusion of "Persons Compensated On An Hourly Basis Who Are Employed On Or After November 1, 1965," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after January 1, 2005, shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after January 1, 2005, shall be determined in accordance with Section 21354.3 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 60 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 50 Modified).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 21024 (Military Service Credit as Public Service).
 - c. Section 20903 (Two Years Additional Service Credit).
 - d. Section 20503 (To Remove the Exclusion of "Persons Compensated On An Hourly Basis Who Are Employed On Or After November 1, 1965," prospectively from the effective date of this amendment to contract).
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
-
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF WILLOWS

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



Date: August 23, 2022
To: Honorable Mayor and City Council
From: John Wanger, Interim Community Development Services Director
Marti Brown, City Manager
Subject: Caltrans Agreement - Pacific Avenue Rehabilitation Project

Recommendation:

Authorize the City Manager to execute an updated Master Agreement and a project specific Supplemental Agreement with the California Department of Transportation (Caltrans) for the Pacific Avenue Rehabilitation Project.

Background:

With projects that include State and/or Federal funding, the City is required to sign agreements with Caltrans in order to receive the funds. The City will receive \$860,000 of State funding for the proposed Pacific Avenue Rehabilitation Project.

The City is required to execute the attached Project Specific Supplemental Agreement, as well as an updated Master Agreement (the original Master Agreement was signed in March 2008) in order to receive the funds. The Master Agreement has been updated to incorporate various changes in regulations and policies since the original Master Agreement was signed.

Discussion & Analysis:

The State requires that the signed agreements be returned with a resolution approved by the governing body. The attached resolution authorizes the City Manager to sign the agreements on behalf of the City. Please note that the language in the agreements as prepared by the State cannot be changed.

Fiscal Impact:

By executing these agreements, the City will be able to claim the \$860,000 in State funds already awarded for the project. This funding is identified in the recently approved Capital Improvement Program.

Attachments:

- Attachment 1: XX-2022 Resolution
- Attachment 2: Project Specific Supplemental Agreement
- Attachment 3: Updated Master Agreement



**CITY OF WILLOWS
RESOLUTION NO. XX-2022**

RESOLUTION OF THE WILLOWS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN THE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE PACIFIC AVENUE REHABILITATION PROJECT

WHEREAS, the City, in order to afford construction of local transportation infrastructure projects, often applies for and receives, funds through various State and Federal transportation funding sources; and

WHEREAS, the State of California (STATE), acting by and through the California Department of Transportation (Caltrans), administers said funds; and

WHEREAS, financial commitments of STATE administered funds will occur only upon the execution of Master Agreements and Program Supplements; and

WHEREAS, on March 25, 2008, the City executed a Master Agreement with the State titled "ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS" Agreement No. 03-5062R; and

WHEREAS, with each State or Federally funded project, the State requires that the City enter into a project-specific Supplemental Agreement for funding associated with the project; and

WHEREAS, the proposed Pacific Avenue Rehabilitation Project is funded through the state and requires a project-specific Supplemental Agreement; and

WHEREAS, in addition to the Supplemental Agreement, the State is requiring that the City sign an updated Master that has been revised to incorporate various changes in regulations and policies since the original Master Agreement was signed.

NOW, THEREFORE, BE IT RESOLVED ORDERED AND FOUND by the City Council of the City of Willows, State of California hereby approves the updated Master Agreement No. 03-5062S21 entitled "MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS" and authorizes the City Manager to sign the Master Agreement and Program Supplement Agreement No. 00000A068 for the Pacific Avenue Reconstruction Project on behalf of the City of Willows.

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 23rd day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, Deputy City Clerk

PROGRAM SUPPLEMENT NO. 00000A068
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 03-5062S21

Adv. Project ID 0321000043
Date: July 25, 2022
Location: 03-GLE-0-WLOS
Project Number: RPL-5062(022)
E.A. Number:
Locode: 5062

This Program Supplement, effective 06/30/2021, hereby adopts and incorporates into the Administering Agency-State Agreement No. 03-5062S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: In Willows, Pacific Avenue Reconstruct from Wood Street (SR 162) to Northgate. Full depth reclamation of roadway and enhancement of pedestrian improvements in the proj

TYPE OF WORK: Road Reconstruction **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$982,694.00		\$860,000.00	\$122,694.00	\$0.00

CITY OF WILLOWS

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  **Date** 07/25/2022 \$860,000.00

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.
8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific

SPECIAL COVENANTS OR REMARKS

fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
12. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

03 City of Willows
----- -----
District Administering Agency

Agreement No. 03-5062S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Willows, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

- 1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
- 2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
- 3. WHEREAS, said PROJECT will not receive any federal funds; and
- 4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess

of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is

constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the

extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Willows

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Willows
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



DISCUSSION & ACTION CALENDAR



Date: August 23, 2022
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Marketing & Economic Development Consulting

Recommendation:

Authorize the City Manager to execute a contract with EB3 Development, LLC in an amount not to exceed \$20,000 for marketing and economic development consulting services funded by two USDA Rural Business Development Grant (RBDG) for calendar years 2020 and 2021.

Rationale for Recommendation:

In 2020 and 2021, the City successfully applied for and was awarded two USDA RBDGs totaling \$170,500 for marketing and economic development of the City. Those grant applications were prepared by EB3 Development, LLC; hence, it is practical and expeditious that the LLC also implement and execute the goals and objectives of the grants.

Background:

In 2020 and 2021, the City of Willows applied for and was awarded two USDA RBDGs for marketing and economic development consulting. The grants were prepared by Jody Samons of EB3 Development, LLC with the following marketing and economic development goals and objectives:

- Conduct a water supply assessment in the Basin Street Development – Completed;
- Conduct marketing and technical assistance to attract, assist and site new business in the Basin Street Development;
- Using Cal Plant as a catalyst, increase opportunities for secondary manufacturing;
- Increase grant writing technical assistance to seek greater financial support for more development in the City's downtown – both commercial and residential; and
- Accelerate commercial development and revitalization of the North Humboldt Avenue area of the City.

Discussion & Analysis:

Over the past 24 months or less since these grants were awarded, the City has struggled to implement them, and progress has languished due mostly to a lack of staff (e.g., Community Development & Services Director vacancy) and in-house expertise in the area of economic development and real estate marketing.

Fast forward to today, the City is up against the clock, and it is imperative that these grant monies be expended on the approved project and scope of work before the USDA deadline (e.g., September 2022) or the City risks losing the grant funds all together. As a result, staff strongly recommends engaging the services of EB3 Development, LLC to complete the two grants' scope of work because they are uniquely qualified based on their prior preparation and application of these two grants and scopes of work.

Fiscal Impact:

There is no fiscal impact as the RBDG is a reimbursable grant and all EB3 Development, LLC's costs would be expensed to the grant.



Date: August 23, 2022
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Andy Heath, Finance Consultant
Subject: New Financial and Permitting Software and Licensing

Recommendation:

Authorize the City Manager to execute a three-year contract with Tyler Technologies for new finance and permitting software and licensing in a not to exceed one-time amount of \$112,538 to be billed and paid as implementation occurs; and a not-to-exceed annual licensing and support fee of \$44,784 for a maximum total of \$157,322 in Fiscal Year 2022-23 and \$44,784 in Fiscal Years 2023-24 and 2024-25, respectively.

Rationale for Recommendation:

Currently, the City relies on MOM Software (MOMS), Disk Operating System (DOS) based finance software and licensing, that is outdated, lacks many efficiencies and current standards, lacks a variety of standard financial reporting options, and frequently requires staff to create “work around” solutions to provide the City Council and Executive Management with accurate finance data and reporting. To improve the City’s municipal finance management, accuracy and efficiency, it’s crucial that the City move to state-of-the-art finance software as soon as possible.

Background:

The City has relied on MOM Software (MOMS) for many years (probably decades) for fund accounting, ledger and journal entry accounting and financial reporting. MOMS was first developed in 1974 and is a DOS-based financial software and licensed system. While still used by several smaller jurisdictions, most public agencies are gradually replacing it with more state-of-the-art and user-friendly finance software options. In fact, there are very few qualified and experienced MOMS users remaining in the workforce, because the outdated software program has been replaced by several other more recent and modern municipal finance systems making recruitment of finance employees doubly difficult.

For these reasons and more, the City of Willows has been interested in and exploring options to change finance software platforms for the past few years, as well as consider other more advanced software programs for its permitting, recreational activities, and issuing and renewal of business licenses.

To that end, Tyler Technologies, a finance software and licensing company, presented to the City Council at the August 9, 2022, regular meeting demonstrating the software system's full functionality and wide range of user-friendly modules and reporting options. Immediately following, City staff published a 10-day Public Notice to Bidders (Attachment 1) in the Valley Mirror and invited bids for a new fund accounting software and licensing system, as well as posted it on the City's website (as required by the WMC 3.05.090). As of the deadline to submit proposals and bids on Monday, August 22 at 4:00 pm, the City only received one bid and proposal from Tyler Technologies making it the lowest responsible bidder.

Discussion & Analysis:

Tyler Technologies proposal and bid includes several essential software modules that will increase the cities overall efficiency, effectiveness and functionality including, a Finance Management Suite, Community Development Suite (e.g., permitting), Parks & Recreation Suite (e.g., online reservations, fee payment), and Human Resources and Business Licensing Modules.

The Finance Management Suite will allow for seamless interaction and coordination between all the other modules (listed above) – something that does not currently exist. For example, the City's cost recovery efforts for permitting are currently tracked and monitored manually and require considerable verbal and written communication and coordination between the Finance Department, and Planning, Building and Engineering Divisions. Tyler would save staff time and decrease the likelihood of human error, because all assigned staff would be able to electronically review and monitor the cost recovery status and balance of individual accounts from their computers and directly in the Tyler software.

In addition to these benefits, Tyler also offers:

- Robust financial reporting options that can be custom-tailored for the City Council and/or staff.
- Software modules that interact and communicate with one another (e.g., Recreational module that can interface with the Finance Department module) so that staff may more easily track individual Department and/or Division budgets ensuring that each Department/Division is staying within budget and on track with expenditures for the fiscal year.
- A user-friendly (e.g., "point and click") interface expediting the learning curve for new users and improving new employee recruitment prospects.
- State-of-the-art software that encompasses up-to-date and best practices in Fund Accounting and GAAP.

Fiscal Impact:

The total cost to implement a three-year contract with Tyler Technologies for finance software and licensing is \$157,322 in fiscal year 2022-23 and \$44,784 in fiscal years 2023-24 and 2024-25, respectively. The expense will be incurred by the General and Enterprise Funds based on cost allocation modeling.

Attachment:

- Attachment 1: Public Notice to Bidders
- Attachment 2: Tyler Technologies Bid & Proposal
- Attachment 3: XX-2022 Resolution

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that bids will be received by the City Manager of the City of Willows, 201 N. Lassen Street, Willows, California, until the hour of 4:00 pm on the 22nd day of August 2022 for:

CITY OF WILLOWS Financial Software and Licensing

The City of Willows seeks new financial software and licensing that includes the following components and abilities:

- **Financial Management:**
Accounts Payable, Accounts Receivable, Cashiering Support, General Ledger, and Miscellaneous Payments.
- **Personnel Management, Payroll and Payment Systems:**
Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, and Current Direct Deposit.
- **Community Development:**
Permit execution, interactive modules, tracking and monitoring, and cost recovery tracking for Building Inspection, Planning, Code Enforcement, and Engineering permits, as well as project detail, which includes permit number, status, address, owner name, expiration date, issued date, fees, balance, payments, any pending payments, and inspection history.
- **Content Manager:**
Streamline the flow of digital information throughout the organization, and easily transform valuable paper forms and documents into electronic images, and capture content from multiple sources.
- **Parks and Recreation Management:**
Event scheduling, permits, fees and cashiering support.
- **Business License Management:**
License detail including license number, license type, issuance, alternate contact, property, status, effective date, expiration date, balances, fees, penalties, interests, taxes and ability to execute renewals.

The City of Willows reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The City of Willows reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. If the City elects to award a contract for the software, the contract will be awarded in accordance with applicable laws to the responsible bidder submitting a responsive bid that addresses all software components as listed herein. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, bidders may not withdraw their bid during the 90-day period after the bid opening.

By order of the City Council of the City of Willows, Glenn County, California.

PUBLISH:
August 13, 17 and 20, 2022

City Manager
City of Willows, California

City of Willows

Financial Software and Licensing

Monday, August 22, 2022

Cody Gunstenson - Account Executive
5519 53rd Street
Phone: 214.578.5166
Email: Cody.Gunstenson@tylertech.com



Restrictions on Disclosure

This response from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this response on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this response, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

Same Tyler Products, New Names

Since 1999 Tyler has been building the best array of software solutions for the public sector. If you have spoken with one of our representatives, attended a demonstration, or browsed our website before 2022, you may notice some changes in our products. Many of Tyler’s products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

Our products are changing in name only. There will be no change in product functionality, support, or services. You can continue to expect the best with Tyler. We are excited to share this journey into the next evolution of Tyler Technologies.



For details, please visit <https://www.tylertech.com/about-us/who-we-are/product-name-update-faq>



Monday, August 22, 2022

City of Willows
Marti Brown
City Manager
201 N. Lassen Street
Willows, CA 95988

5519 53rd Street
Lubbock, TX 79414
P: 800.646.2633
F: 806.797.4849
www.tylertech.com

Dear Marti Brown,

Tyler Technologies, Inc. (Tyler) is pleased to submit the enclosed proposal for your evaluation and consideration in response to the City of Willows' RFP for Financial Software and Licensing.

The attached proposal details our complete offering. It includes:

- The ERP Pro powered by Incode software solution
- Business Process assessment & consulting
- Implementation of software & services
- Technical and functional staff training
- Ongoing maintenance & support

Tyler has carefully reviewed the project goals, stated objectives, and requirements defined within the RFP, and we are excited about the opportunity to work with the Willow on this project. We are confident that Tyler's solution brings the right mix of resources, experience, and technology to foster an environment for success.

Tyler provides:

- **Strength** – Tyler's strong financial position and solid business plan ensures that your software is safe from economic downturns. As a publicly traded company, the financial strength of Tyler is transparent. Tyler's proven track record and long-term business strategy protects your office from the hardship you may have experienced of other vendors that sell unproven solutions. Tyler expects to be your vendor for life.
- **Experience** – Tyler knows CA - Our Business Analysts actively track legislative changes and provide proactive solutions to clients. We make certain that your software is compliant with state statutes and best practices.
- **Responsiveness** – Tyler positions our product lines to run as independent, responsive business units. We have a team of professionals dedicated exclusively to the Tyler solution. Our team is not pulled in multiple directions like other vendors whose staff must develop, support, and implement multiple products with different missions. Tyler responds to your needs.
- **Continuity** – Tyler's employee longevity helps ensure that your implementation comes from experienced and knowledgeable personnel. More than 60% of employees who were with Tyler a decade ago are still with Tyler today.
- **Tyler Community** – Tyler connects your office to an extensive user community through Tyler Community. Tyler Community is where users share and learn best-practices within a network of

hundreds of other users. Users take part in quarterly design nominations and vote for design changes as the Tyler team coordinates ideas from the knowledge base and practical experience of our user community. Your voice matters, and we listen.

- **Protection** – Tyler’s Evergreen philosophy gives clients the latest technology for the life of the product. Evergreen ensures that your software is always up-to-date with current statutes and new technologies. Our development team delivers four quarterly software updates annually to ensure that the Willow’s office and citizens have a superior experience using the software.
- **Risk Avoidance** – Tyler is the largest government sector software provider in the United States, with more than 37,000 successful installations across 12,000 sites, 6,600+ employees, 4 million cloud users, and over 1 billion in annual revenue. Our commitment and investment in the government technology market is our sole focus and strategy.

This proposal and cost schedule is valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal can be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners to share in our success rather than just customers. Our partners, like you, understand the difference between value and cost and want what is best for their communities. If you have any questions, please contact Cody Gunstenson, your Account Executive at 214.578.5166 or via email at Cody.Gunstenson@tylertech.com for more information.

Tyler Technologies authorizes the signatory of this letter to negotiate and bind Tyler Technologies to this response.

Respectfully submitted,



Dane Womble

President – Local Government Division, Tyler Technologies, Inc.

Tax ID # 75-2303920

Executive Summary

Executive Summary

In response to the City of Willows' RFP, Tyler is proposing its ERP Pro powered by Incode solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the Willow's complex needs.

Choice

Though the City of Willows will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the Willow will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose; Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

Tyler's ERP Pro Solution

The ERP Pro solution consists of more than fifty integrated modules. These software applications are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. The modular design of the software allows customers the benefit of growing into Tyler's applications by adding modules when the time is right.

Consistent integration among Tyler applications has always been a priority and a key benefit to organizations looking to improve their business practices. Consequently, all products in this proposal are designed and supported by Tyler or one of our Business Partners with seamless integration between applications.

Benefits:

- Strength and stability: we've been providing ERP Pro to local governments throughout the US since 1981
- Upgrade when it makes sense for you, at no additional cost
- Pick-and-choose the modules that fit your needs and budget
- Efficient workflow capabilities are user-defined and customized
- User-friendly workspaces that are customizable based on individual roles

Objectives & Scope

At Tyler, we are uniquely qualified to meet the needs of the Willow through our experience, our software, and our absolute commitment to customer satisfaction. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions. Tyler products will be implemented "off the shelf" without customization or modification, except as detailed in the response.

Executive Summary

Tyler's proposed suite offers integrated applications that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. Consistent integration among applications has always been a priority and a key benefit to organizations looking to improve their business practices. The key benefits to the system include, but are not limited to:

- Providing a single, comprehensive, and integrated solution to manage the Willow's business functions
- Streamlining business processes through automation, integration, and workflows
- Providing a user-friendly user interface to promote system use, productivity, and minimize the need for training
- Eliminating redundant data entry
- Providing many standard reports directly from the software with access to data through inquiry and drill down capabilities
- Providing multiple interfaces to commonly used 3rd party systems

Comprehensive Software & Services

Tyler's solution is intended to upgrade City of Willows' departments to the latest system available in today's marketplace. Tyler's platform is distinguished from the competitive landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front-line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for local government automation. Our group of seasoned consultants, trainers, product experts, and programmers bring years of local government software experience to make your transition a smooth success.

Tyler handles the following aspects of your project under a single contract:

- System Delivery
- Implementation
- Training
- Support and Maintenance
- Software Updates and Upgrades

Complete Services

Implementation Approach

Tyler utilizes a proven phased implementation approach, which ensures that process specific details are mastered prior to each subsequent stage. A formalized sign off process, defined by a clearly stated deliverable, are the key to a successful implementation. For multi-phase projects, such as sites that implement more than one Tyler product, the stages are repeated as necessary.

Executive Summary

Training

Our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period. Tyler offers multiple training options to fit your needs.

Support

The goal of the Tyler support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

What Sets Tyler Apart

There are a number of key differentiators of Tyler that should be viewed as significantly advantageous to the Willow.

First and foremost, all of Tyler's efforts are focused on providing technology solutions to the public sector. Our attention is not diluted by providing solutions to other industries and our staff are industry experts in the public sector arena.

Secondly, Tyler has consciously decided to implement its own projects. We don't outsource our implementation efforts to 3rd party integrators. We feel this allows us to provide better service to our customers at a much lower cost. Furthermore, due to our expertise in the public sector, we're able to more clearly identify to our customers the best business practices of the public sector. Our approach to implementation will inevitably result in a project with a greater definition of both cost and timeframe.

Third, Tyler adheres to a philosophy called "Evergreen Development." Under this approach, Tyler will provide all future enhancements including platform changes to the Tyler solution to the Willow as part of its annual maintenance agreement without additional re-licensing fees. This is a significant divergence from the typical business practices of traditional vendors.

Fourth, we offer Software as a Service model. While others may offer this service they typically outsource the data center to a 3rd party. Tyler owns and operates its own datacenters located in Yarmouth, ME and Plano, TX.

Fifth, if there are modifications to be delivered through the implementation process, it is important to note that these modifications for the Willow would become part of the generally-released system available to all clients going forward. This allows our clients on annual maintenance to receive additional functionality from new clients as well as our support team does not have to worry that you have modifications when either supporting or upgrading you. Most vendors today still maintain modifications by individual clients which places more stress on their support teams and cost to the client when upgrading.

Implementation Approach

We know that implementing a new system is not easy, so we have tailored our solution to assist the Willow in as many ways as possible from start to finish.

Our proposal provides a full range of services designed to help you get the most out of our products which includes:

Executive Summary

- Project Management - Using a proven implementation methodology along with years of experience working with customers just like you, our project managers will help ensure your transition to the Tyler product is a success.
- Applicable Data Conversion - With hundreds of conversions over 20 years, and staff dedicated specifically to that responsibility, Tyler Technologies has the experience and skill to effectively manage the complexities of converting data to a new technology.
- On-Site Training - Our proposal includes training to be administered on-site at City of Willows. Our trainers and managers work together to ensure that any issues that require follow-up after a training session are tracked and resolved to your satisfaction.

Training

At Tyler, our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period.

Tyler offers multiple training options to fit your needs:

- Onsite Training
- Group Training
- User Groups
- Remote Training
- Online Training Center
- Tyler Connect

Support

The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately.

In addition, Tyler offers technical support and ongoing educational opportunities that tie into your technical support experience. These options allow our clients to focus on their day-to-day jobs and work more efficiently. No IT team? We can handle that! New employees? We can get them up to speed! Tyler is here to help

Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

- LIVE telephone support during regular business hours
- Unlimited toll-free telephone support
- Online support options (FAQ, Knowledge Base, email, chat, etc.)
- Review past incidents, log new incidents, check for solutions, and update your information with the online support portal
- Remote diagnostics and fixes

Executive Summary

- Tyler Community - Ask Questions, Get Answers, Connect with Peers, and Find New Information
- Complete documentation, linked directly from the software

Commitment

At Tyler, we are uniquely qualified to meet the needs of the Willow through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 37,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

Protecting Your Investment for Years to Come

Tyler's "Evergreen" Development Philosophy ensures that the Willow will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementations of the software.

Partnership

We want to thank the City of Willows for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of Willows in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.



Quoted By:
 Quote Expiration:
 Quote Name:

Cody Gunstenson
 12/25/22

Sales Quotation For:

City of Willows
 201 N Lassen St
 Willows CA 95988-2704

Approval

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Core Financials	\$ 10,285	\$ 1,543	\$ 8,742
Benefits Enrollment	\$ 1,000	\$ 150	\$ 850
Fixed Assets	\$ 1,077	\$ 162	\$ 915
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 675	\$ 3,823
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 2,312	\$ 347	\$ 1,965
Employee Access Pro Time & Attendance	\$ 1,000	\$ 150	\$ 850

Purchasing		\$ 3,076	\$ 461	\$ 2,615
Accounts Receivable		\$ 1,945	\$ 292	\$ 1,653
ERP Pro 10 Customer Relationship Management Suite				
Cashiering		\$ 1,415	\$ 212	\$ 1,203
Work Orders		\$ 2,299	\$ 345	\$ 1,954
ERP Pro Community Development Suite				
Permitting Access		\$ 1,200	\$ 180	\$ 1,020
Licensing Access		\$ 1,200	\$ 180	\$ 1,020
Code Enforcement Access		\$ 1,200	\$ 180	\$ 1,020
Code Enforcement		\$ 2,894	\$ 434	\$ 2,460
Licensing		\$ 2,894	\$ 434	\$ 2,460
Permitting		\$ 2,894	\$ 434	\$ 2,460
Code Enforcement Mobile		\$ 1,000	\$ 150	\$ 850
Inspections Mobile		\$ 1,000	\$ 150	\$ 850
Tyler One				
Content Manager Suite				
Core		\$ 3,501	\$ 525	\$ 2,976
Civic				
Parks & Rec				
Parks & Recreation		\$ 3,678	\$ 552	\$ 3,126
TOTAL:		\$ 50,368	\$ 7,556	\$ 42,812
Term # of Years:		3		

Tyler Annual Services

Description	Annual
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ERP	
Other Services	
Tyler University	\$ 1,612
TOTAL:	\$ 1,612

Tyler Fees per Transaction

Description	Net Unit Price
ERP Pro powered by Incode	
ERP Pro 10 Customer Relationship Management Suite	
Miscellaneous Payments	\$ 1.25
Tyler One	
Payments	
ERP Pro Payments	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
Lane 5000 Terminal Purchase	2	\$ 529	\$ 1,058	\$ 0
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
TOTAL:			\$ 1,058	\$ 360

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	328	\$ 47,560	\$ 0
Accounts Payable Data Conversion	1	\$ 1,000	\$ 0
Accounts Payable History Data Conversion	1	\$ 500	\$ 0
Accounts Receivable Data Conversion	1	\$ 3,250	\$ 0
Financials Project Management	1	\$ 1,500	\$ 0
General Ledger Data Conversion	1	\$ 1,000	\$ 0
General Ledger History Data Conversion	1	\$ 500	\$ 0
Human Resources Management Employees Records	1	\$ 2,000	\$ 0
Human Resources Management /Payroll History Data Conversion	1	\$ 1,000	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Professional Services	88	\$ 12,760	\$ 0
Project Management	1	\$ 1,250	\$ 0
Utilities Data Conversion	1	\$ 6,000	\$ 0
ERP Pro Community Development Suite			
Professional Services	96	\$ 13,920	\$ 0
Project Management	1	\$ 1,500	\$ 0
Content Manager Suite			
Professional Services	32	\$ 4,640	\$ 0
Parks & Rec			
Professional Services	80	\$ 11,600	\$ 0
Project Management	1	\$ 1,500	\$ 0
TOTAL:		\$ 111,480	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 42,812
Total Third Party Hardware, Software, Services	\$ 1,058	\$ 360
Total Tyler Services	\$ 111,480	\$ 1,612
Summary Total	\$ 112,538	\$ 44,784
Contract Total	\$ 157,322	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Accounts Payable Data Analysis	4	\$ 580	\$ 0
Accounts Payable History Data Analysis	4	\$ 580	\$ 0
Accounts Receivable Data Analysis	4	\$ 580	\$ 0
Accounts Receivable	12	\$ 1,740	\$ 0
Benefits Enrollment	8	\$ 1,160	\$ 0
Core Financials	116	\$ 16,820	\$ 0
Employee Access Pro Time & Attendance	24	\$ 3,480	\$ 0
Employee Self Service - Employee Portal	8	\$ 1,160	\$ 0
Fixed Assets	12	\$ 1,740	\$ 0
General Ledger Data Analysis	4	\$ 580	\$ 0
General Ledger History Data Analysis	4	\$ 580	\$ 0
Human Resources Management History	4	\$ 580	\$ 0
Human Resources Management	88	\$ 12,760	\$ 0

Human Resources Management Employees Records	4	\$ 580	\$ 0
Project Accounting	12	\$ 1,740	\$ 0
Purchasing	20	\$ 2,900	\$ 0
Sub-Total	328	\$ 47,560	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	20	\$ 2,900	\$ 0
Utilities Data Analysis	12	\$ 1,740	\$ 0
Work Orders	56	\$ 8,120	\$ 0
Sub-Total	88	\$ 12,760	\$ 0
ERP Pro Community Development Suite			
Code Enforcement	24	\$ 3,480	\$ 0
Licensing	32	\$ 4,640	\$ 0
Permitting	40	\$ 5,800	\$ 0
Sub-Total	96	\$ 13,920	\$ 0
Tyler One			
Content Manager Suite			
Core	32	\$ 4,640	\$ 0
Sub-Total	32	\$ 4,640	\$ 0
Civic			
Parks & Rec			
Parks & Rec	80	\$ 11,600	\$ 0
Sub-Total	80	\$ 11,600	\$ 0
TOTAL:	624	\$ 90,480	\$ 0

Optional Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Accounts Receivable Access	\$ 1,200	\$ 180	\$ 1,020
Tyler One			
My Civic Suite			
My Civic & Service Requests Pro	\$ 4,000	\$ 600	\$ 3,400
TOTAL:	\$ 5,200	780	\$ 4,420
Term # of Years:	3		

Optional Services

Description	Hours/Units	Extended Price	Maintenance
My Civic Suite			
My Civic & Service Requests Pro	1	\$ 145	\$ 0
Project Management	1	\$ 250	\$ 0
Service total - TOTAL:		\$ 395	\$ 0

Comments

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Accounts Payable History conversion includes unlimited historical records

Accounts Receivable conversions include master files (contacts properties)

Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger conversions include Chart of Accounts - additional fee for historical views.

General Ledger History conversion includes unlimited historical records

Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

Human Resources Management History conversion includes unlimited historical records.

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Subject to Approval

Tyler Payments Fee Schedule

Payer Electronic Payment Costs (Service Fee Model)

If passing transaction costs to the payer

Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express

3.75%
\$2.50 minimum

Applies to:

- Misc Receipts: In Person
- EasyPay: Online
- Permitting and Licenses: Online and In Person

Miscellaneous Costs

Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

\$15.00

eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)

\$5.00

Monthly Gateway Fee – Per merchant account

\$10.00

Annual PCI Compliance Fee – Per merchant account

\$99 annually

Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support

Lane 5000: \$529 (one-time fee per device)
Plus \$180 annual per device PCI service fee



City of Willows
Resolution xx-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ACCEPTING THE LOWEST RESPONSIBLE BID FROM TYLER TECHNOLOGIES FOR NEW FINANCE SOFTWARE AND LICENSING IN A TOTAL AMOUNT NOT-TO-EXCEED \$157,322 FOR FISCAL YEAR 2022-23

WHEREAS, the City of Willows currently uses and has used for more than a decade MOM Software (MOMS) created by Corbin Willits Systems in 1974; and

WHEREAS, the MOMS is a Disk Operating System (DOS) based finance software and licensing system that is outdated, lacks many efficiencies and current standards, lacks a variety of standard financial reporting options, and frequently requires staff to create “work around” solutions to provide the City Council and Executive Management with accurate finance data and reporting; and

WHEREAS, to improve the City’s municipal finance management, accuracy, and efficiency, it’s crucial that the City move to state-of-the-art finance software as soon as possible; and

WHEREAS, to that end, Tyler Technologies, a finance software and licensing company, presented to the City Council at the August 9, 2022, regular meeting demonstrating the software system’s full functionality and wide range of user-friendly modules and reporting options; and

WHEREAS, immediately following the Council meeting, City staff published a 10-day Public Notice to Bidders in the Valley Mirror and invited bids for a new fund accounting software and licensing system, as well as posted it on the City’s website (as required by the WMC 3.05.090); and

WHEREAS, as of the deadline to submit proposals and bids on Monday, August 22 at 4:00 pm, the City received only one bid and qualifying proposal from Tyler Technologies making it the lowest responsible bidder; and

WHEREAS, Tyler Technologies proposal and bid includes several essential software modules that will increase the cities overall efficiency, effectiveness and functionality including, a Finance Management Suite, Community Development Suite (e.g., permitting), Parks & Recreation Suite (e.g., online reservations, fee payment), and Human Resources and Business Licensing Modules; and

WHEREAS, The Finance Management Suite will allow for seamless interaction and coordination between all the other software modules; and

WHEREAS, In addition to these benefits, Tyler also offers robust, custom-tailored financial reporting options, software modules that interact and communicate with one another, a user-friendly interface reducing the need for “work around” solutions, and state-of-the-art software that

encompasses up-to-date and best practices in Fund Accounting and Generally Accepted Accounting Principals (GAAP).

NOW THEREFORE BE IT RESOLVED The City Council of the City of Willows hereby authorizes the City Manager to execute a three-year contract with Tyler Technologies for new finance and permitting software and licensing in a not to exceed one-time amount of \$112,538 to be billed and paid as implementation occurs; and a not-to-exceed annual licensing and support fee of \$44,784 for a maximum total of \$157,322 in Fiscal Year 2022-23 and \$44,784 in Fiscal Years 2023-24 and 2024-25, respectively.

PASSED AND ADOPTED by the City Council of the City of Willows this 23RD day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, Deputy City Clerk



Date: August 23, 2022

To: Honorable Mayor and City Council

From: David Ritchie, City Attorney
Marti Brown, City Manager

Subject: Contract Amendment – California Public Employees’ Retirement System (CalPERS), First Reading by Title Only of Draft Ordinance

Recommendation:

Hold the first reading by title only of an ordinance of the City Council of the City of Willows authorizing an amendment to the contract between the City of Willows and the Board of Administration of the California Public Employees’ Retirement System; and provide direction to staff to publish the required public notices and summary of the ordinance and place the second reading and public hearing of the ordinance on the September 13, 2022 Regular Meeting agenda of the City Council.

Rationale for Recommendation:

CalPERS requires that the contract be amended to remove exclusion language of “Persons compensated on an hourly basis employed on or after November 1, 1965,” pursuant to Section PERL 20503.

Background:

The second step in the passage of a CalPERS contract amendment, following passage of a resolution of intention (Consent Calendar Item 6b.) is to hold a first reading of the Ordinance that will authorize the amendment. Following this first reading, a summary of the ordinance must be drafted and published within no less than 14 days and as advance notice prior to holding a public hearing on the ordinance.

If passed, the City thereafter, publishes a full copy of the ordinance within thirty days of passage, and the Ordinance becomes effective after expiration of that thirty-day period.

Discussion & Analysis:

CalPERS requested that the City of Willows (along with most other cities in the State) amend its CalPERS contract language to remove exclusion language of “Persons compensated on an hourly basis employed on or after November 1, 1965,” pursuant to Section PERL 20503. The contract amendment details the contents and purpose of the amendment (Exhibit A of Agenda Item 6b.).

Fiscal Impact:

CalPERS has not indicated that the proposed change will result in any cost increase to the City.

Attachments:

1. Attachment 1: Draft Ordinance
 - a. Exhibit 1 – Draft Amendment to Contract
(already attached as part of Agenda Item #6b.)



**ORDINANCE NO. XX-2022
CITY OF WILLOWS, CALIFORNIA**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF WILLOWS, CALIFORNIA; AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Adopted by the City Council of the

City of Willows

On September 13, 2022

WHEREAS, the City of Willows adopted a Resolution of Intention to Amend the Contract with the California Public Employees Retirement System (CalPERS), Resolution No. XX-2022 on August 23, 2022; and

WHEREAS, any annual costs, as determined by CalPERS associated with the proposed amendment to said Contract were made public alongside the first reading of the ordinance, which took place on August 23, 2022, at the Regular Meeting of the City Council of the City of Willows, CA; and

WHEREAS, the City Council of the City of Willows directed that a summary of the ordinance be published along with Notice of a Public Hearing, and that such summary and Notice was published no less than fourteen (14) days in advance of the public hearing; and

WHEREAS, a public hearing was held on this ordinance at the City Council meeting on September 13, 2022;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS DOES ORDAIN AS FOLLOWS:

SECTION 1 The above recitals are true and correct, and incorporated herein.

SECTION 2 That an amendment to the contract between the City Council of the City of Willows, California and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

SECTION 3 The Mayor of the City of Willows is hereby authorized, empowered and directed to execute said amendment for and on behalf of said Agency.

SECTION 4 EFFECTIVE DATE. This ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of thirty (30) days from the passage thereof shall be published at least once in the "Valley Mirror", a newspaper of general circulation, published and circulated in the City of Willows and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Willows on the 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Larry Domenighini, Mayor

Tara Rustenhoven, Deputy City Clerk

APPROVED TO FORM:

David Ritchie, City Attorney

Attachment: Exhibit A, Contract Amendment



Date: August 23, 2022
To: Honorable Mayor and City Council
From: David Ritchie, City Attorney (on behalf of the City Council)
Subject: Professional Services – City Manager Performance Evaluation

Recommendation:

Authorize the Mayor to engage the contract services of Management Partners to conduct a facilitated performance evaluation of the City Manager, Marti Brown, for a not-to-exceed amount of \$7500.

Background:

City Council has, from time-to-time discussed and determined various performance evaluation processes in furtherance of conducting evaluations of City Manager performance. Numerous alternative methodologies for conducting these performance evaluations exist, with advantages and disadvantages to each.

Discussion & Analysis:

On August 9, Council discussed performance evaluation alternatives and, by consensus, provided direction to staff to bring forward an agenda item to approve a facilitated evaluation process using the contract services of Management Partners to facilitate the City Manager’s performance evaluation.

The scope of work includes initial interviews of each councilmember, and subsequent services necessary to coordinate and complete the annual evaluation of City Manager Marti Brown.

Management Partners is a local government consulting firm that helps cities, counties and special districts improve. Their associates include leaders and managers in all local government operations, including about two dozen former city/county managers and many others who have led departments and agencies. Management Partners has provided consulting assistance to more than 900 clients in 42 states with more than 1,700 improvement projects since it was founded in 1994.

Fiscal Impact:

Services provided through this agreement would be allocated from the existing budget for City Council, unless otherwise directed by Council. The cost of the contract would not exceed \$7500.



August 16, 2022

Ms. Marti Brown
City Manager
City of Willows
201 N Lassen Street
Willows, CA 95988

Dear Ms. Brown:

Thank you for the opportunity to provide this proposal to facilitate your performance evaluation process with the City Council. Management Partners' Special Advisor Brian Haddix, who has extensive experience working with city managers, mayors, and councils, will serve as facilitator.

We understand the value to a council and city manager of conducting a productive process to communicate about performance and goals. A performance evaluation process provides an opportunity for council members and the manager to strengthen their partnership in carrying out their respective roles. Effective organizational leadership and support requires a shared vision of the future, goals, agreement on roles, and accountability for achieving expectations. An effective performance evaluation process provides for a two-way discussion between the governing body and the city manager. It also provides for a self-assessment from the city manager.

The result of the performance evaluation process should be a collective Council view about your performance along with goals for you to achieve in the coming year. Before we describe our approach, we would like to share some brief information about our firm.

About Management Partners

Management Partners is a professional management consulting firm specializing in helping local government leaders. The firm is staffed with 100 professionals who are experienced public service managers as well as qualified management consultants. Our consultants carry out a full range of projects for local government leaders including executive performance evaluations, teambuilding, strategic planning, organization reviews, executive coaching, performance management, and development process reviews. Each assignment we undertake receives careful, professional attention and we take pride in the quality of our work.

Approach

The performance evaluation process involves three essential activities: gathering information for the evaluation, facilitating a discussion between the City Council and you, and preparing a report. Our plan of work anticipated for the engagement is described below. It is amenable to modification as needed.

Activity 1 – Gather Information

Brian will begin by talking with you and the Mayor, if desired, to review the activities and schedule. Brian will finalize the process based on that discussion.

- **Create evaluation questions.** Brian will provide a set of draft evaluation questions for review by you and the Mayor. He will finalize them based on feedback. The questions are tailored specifically for this engagement and generally fall in the following categories:
 - Council/manager relationship and overall communications,
 - Management and leadership skills, including communication of goals,
 - Strengths and opportunities for improvement, and
 - Goal achievement and goals for the coming year.
- **Advise about self-assessment.** Brian will provide advice to you about preparing a self-assessment. This will be a report that you will prepare in advance of Brian's interviews with Council members. It is an opportunity for you to summarize your accomplishments, goals for the coming year, and other issues that will be helpful to discuss with the Council as part of the performance evaluation process.
- **Conduct Council interviews.** Brian will conduct individual interviews via videoconference with each Council member to seek feedback about your performance.
- **Prepare report.** After Brian has interviewed Council members, he will summarize the results in a written confidential report.

Activity 2 – Facilitate Closed Session Discussion

In advance of the closed session, Brian will review the confidential evaluation report with you so you can be prepared for a productive discussion. You will be present during the closed session since the Council/Manager partnership is critical and requires an open dialogue about what is going well, what can be improved, and agreement on goals for the coming year. During the closed session, Brian will present his confidential report in a PowerPoint format for ease of discussion.

The closed session will also be an opportunity for you to highlight your self-assessment, including accomplishments, proposed goals, and other items that will be helpful to discuss. The closed session will be facilitated such that there is an open and productive discussion by all Council members and you, so the results are mutually beneficial. The outcomes of the closed session will be a consensus about expectations and goals for the next year.

We are proposing that one Council closed session be held for the evaluation, and our fees are based on that assumption. If additional closed sessions are required, we will charge a fee for them.

After the closed session, Brian will prepare a memorandum that summarizes the results of the performance evaluation.

Facilitator

Brian Haddix will serve as the facilitator for your performance evaluation. He will be assisted by Dan Keen, Partner. Their brief qualifications are shown below.

Brian Haddix, Special Advisor

- Provides **executive coaching** to local government managers, **facilitates performance evaluations**, serves in **interim leadership roles**, and facilitates discussions with governing bodies and executive management teams about **best governance practices**.
- Served as **city manager** of Sanger and Chowchilla and as **county administrative officer** of Tulare and Butte Counties in California during a **local-government career of more than 30 years**.
- Appointed by the Governor of California to serve as **undersecretary of the California Environmental Protection Agency**; **oversaw the district operations** for a California State Senator and worked for a California State Assembly member. **Managed legislation** in the U.S. House of Representatives and U.S. Senate.
- Agencies he led received numerous awards, including the Helen Putnam Award of Excellence from the **League of California Cities**, the **Government Finance Officers Association Distinguished Budget Presentation Award**, and the American Public Works Association's Small Cities Project of the Year Award.
- Authored or co-authored a number of professional articles and is a Lecturer in California State University, Fresno's Masters in Public Administration program.
- Holds a BA from UC Santa Barbara, MS in Agricultural Business from CSU, Fresno, and a JD from San Joaquin College of Law.



Dan Keen, Partner

- **Former city manager** for 22 years in five diverse communities across the State of California: La Palma, Seaside, Novato, Concord and Vallejo.
- Facilitates city manager and other governing body appointees' **performance evaluation processes**.
- Facilitator for the annual CCMF New and Future City Managers Seminar; **frequent presenter on the city manager hiring and evaluation process**.
- Developed a reputation for strong, ethical leadership with an emphasis on **assisting cities in crisis** including Vallejo, which had just emerged from bankruptcy, and Seaside, which had dismissed its previous city manager and had no full-time department heads.
- Extensive experience **working with mayors, city council members and other elected officials**. As city manager, worked successfully with many "divided" councils where difficult interpersonal relationships among council members was common.
- **Senior advisor for the League of California Cities** and the International City-County Management Association, a volunteer position providing ongoing personal and professional advice to over 23 city and county managers in the northern coastal counties of California from Sonoma County to the Oregon border.
- **Past president** of the League of California Cities' City Managers Department; former board member of the California City Management Foundation (CCMF).
- ICMA-Credentialed Manager; held American Institute of Certified Planners Certification for 30 years; Masters of Public Administration and Masters of Planning.



References

We are happy to provide contact information for any former client and have selected three to highlight. The list below shows psome of the California jurisdictions for whom we have facilitated performance evaluations in the past three years.

- Atherton
- Benicia
- Brentwood
- Clayton
- Concord
- Cupertino
- Del Mar
- Dublin
- Half Moon Bay
- Hayward Area Recreation District
- Hayward
- Indian Wells
- Martinez
- Modesto
- Monterey County Water Resources Agency
- Novato
- Pacifica
- Pinole
- Redwood City
- Roseville
- Santa Cruz
- Saratoga
- Seal Beach
- Sonoma

City of Martinez, California ⇒ City Manager/City Attorney Performance Reviews 2020 and City Manager Performance Review 2021

Management Partners was engaged to facilitate the performance evaluation of the City Manager and City Attorney. Our process involved providing advice to both individuals about their self-assessment/ accomplishments reports to the Council, conducting interviews with the Mayor and Council members, preparing a summary of the interviews and facilitating closed session for both appointees. Following both evaluation sessions, we prepared summary reports of the outcomes.

Contact: Mr. Eric Figueroa, City Manager
525 Henrietta Street, Martinez, CA 94553
(925) 372-3505
efigueroa@cityofmartinez.org

The Honorable Rob Schroder, Mayor
525 Henrietta Street, Martinez, CA 94553
(925) 372-3501
rschroder@cityofmartinez.org

City of Vacaville, California ⇒ City Manager/City Attorney Performance Reviews 2021

Management Partners was engaged to facilitate the performance evaluation process for the City Manager and City Attorney. We created a set of questions to be used in our interviews with Council and leadership team members and provided an outline for a self-assessment by the City Manager and City Attorney. We prepared an evaluation report and facilitated two closed session discussions, one with the City Manager and Council, and the other with the City Attorney and Council. We then prepared memoranda summarizing the results of the closed session discussions.

Contact: Mr. Aaron Busch, City Manager
650 Merchant Street, Vacaville, CA 95688
(707) 449-5100
aaron.busch@cityofvacaville.com

Ms. Melinda Stewart, City Attorney
650 Merchant Street, Vacaville, CA 95688
(707) 449-5105
melinda.stewart@cityofvacaville.com

City of Pacifica, California ⇒ City Manager Performance Evaluation 2020 and 2021

Management Partners was engaged to facilitate the City Manager’s performance evaluations in 2020 and 2021, which included compensation surveys. The process included interviews with all Council members, preparation of a confidential report, and facilitation of a closed session with Council. A survey of total compensation, comparing the manager’s salary and benefits to city managers in eight other communities, was prepared. Management Partners worked with a City Council subcommittee to present the results of this survey and prepare additional analysis in response to Council questions. Following the session, we prepared a final evaluation summary.

Contact: Mr. Kevin Woodhouse, City Manager
170 Santa Maria Avenue, Pacifica, CA 94044
(650) 738-7409
woodhousek@ci.pacifica.ca.us

The Honorable Sue Beckmeyer
170 Santa Maria Avenue, Pacifica, CA 94044
(650) 738-7301
beckmeyers@ci.pacifica.ca.us

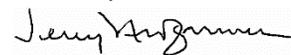
Project Cost

Management Partners will carry out the plan of work described above for \$7,500, which includes all fees and expenses.

Conclusion

We would enjoy working with the City of Willows on this important evaluation. Please feel free to contact Dan Keen at (415) 328-3187 if you have any questions.

Sincerely,



Jerry Newfarmer
President and CEO

Accepted for the City of Willows by:

Name: _____

Title: _____

Date: _____



CEREMONIAL MATTERS



City of Willows
Proclamation
“A DAY TO REMEMBER”

WHEREAS, the unprovoked attacks of September 11, 2001, upon America by foreign terrorists have thrust the United States and other countries into a war it never envisioned, militarily or diplomatically;
and

WHEREAS, the challenges facing all the civilized people of the world as they relate to the war on terrorism will not end until those fanatics responsible are eliminated or brought to justice; and

WHEREAS, America is fully committed to ensure our freedoms remain unfettered and sovereign for all generations, now and forever; and

WHEREAS, world opinion needs to remain focused upon the eradication of these inhuman acts perpetrated around the globe; and

WHEREAS, one way to accomplish this is to NEVER FORGET that those innocent victims did not die in vain; and

WHEREAS, America can fight back by reminding the world that the deaths of these people will always be remembered, and they will be forever loved; and

WHEREAS, a noble and appropriate way to accomplish this is through the annual celebration of their living; and

WHEREAS, this commemoration should be held each September 11 throughout the land to include:

- The promotion of global peace and goodwill;
- The demonstration of America’s resolve and perseverance to win the war on terrorism;
- The advancement of responsible citizenship;
- The encouragement of patriotism and love of county; and
- The poignant remembrance of those innocent victims who died on September 11 as heroes one and all.

NOW, THEREFORE, BE IT PROCLAIMED that I, Larry Domenighini, Mayor of the City of Willows and on behalf of the City Council and the Citizens of the City of Willows, issue this Proclamation to memorialize those men, women, and children who lost their lives; and

BE IT FURTHER PROCLAIMED that this Proclamation be publicized for all to see, and know that the citizens of Willows remember with eternal respect those lives which were suddenly, without cause, and pointlessly taken on September 11, 2001--**May They Forever Rest in Peace and Abide in our Memories.**

PROCLAIMED this 23rd day of August, 2022.

Larry Domenighini, Mayor



City of Willows

Proclamation

NATIONAL POW/MIA RECOGNITION DAY SEPTEMBER 16, 2022

WHEREAS, in 1979, Congress passed a resolution authorizing observance of National POW/MIA Recognition Day; and

WHEREAS, that national observance now takes place annually on the third Friday of September – this year on September 16; and

WHEREAS, throughout American history, generations of patriots have bravely served in our military and sacrificed much to protect our country and preserve democracy around the world; and

WHEREAS, some of those brave men and women who answered the call to service were captured in conflict and imprisoned by our enemies; some never returned from the battlefield; and

WHEREAS, today and every day, we pay tribute to the American men and women who have not returned to the country they so valiantly defended, and we express profound gratitude to those who returned after facing unimaginable hardships; we will never forget the sacrifices they made to keep this nation free; and

WHEREAS, observances of National POW/MIA Recognition Day are held across the country on military installations, ships at sea, state capitols, veterans facilities; and

WHEREAS, we urge the Government of the United States to continue the quest to fully account for every service member still classified as missing.

NOW, THEREFORE, BE IT PROCLAIMED that I, Larry Domenighini, Mayor of the City of Willows and on behalf of the Willows City Council, do hereby declare September 16, 2022, as "POW/MIA Recognition Day," never forgetting the sacrifices they made.

Proclaimed this 23rd day of August, 2022.

Larry Domenighini, Mayor

