



Willows City Council Regular Meeting

November 24, 2020
Willows City Hall
7:00 p.m.

City Council
Kerri Warren, Mayor
Larry Domenighini, Vice Mayor
Gary Hansen, Council Member
Lawrence Mello, Council Member
Joe Flesher, Council Member

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

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

Agenda

NOTICE:

All meetings of the City Council of the City of Willows are OPEN to the public. Due to the need to protect against transmission of the COVID-19 Coronavirus, the City will employ protective measures and require meeting participants to maintain a distance of at least six (6) feet between participants who are not members of the same household and any other attendees. Accordingly, it is necessary to limit the number of members of the public physically present in Council chambers at City Hall in order to observe recommended social distancing practices. While the City encourages telephonic participation, members of the public who choose to attend in person are required to wear a mask or other face covering. Those wishing to participate telephonically may use the call-in information provided on this agenda.

Dial in Number: (605) 313-5611

Access Number: 404150

1. **CALL TO ORDER-** 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CEREMONIAL MATTERS (Proclamations, Recognitions, Awards)**
 - a. "Pearl Harbor Remembrance Day"
5. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**
 - a. Public Comments: : Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time by stating your name and address. Then please wait until you are recognized by the Mayor or Vice Mayor. No formal action will be taken unless the matter is placed on a future agenda. Each member of the public attending in person or caller will be limited to three (3) minutes. If you are calling in to provide public comment, use the call-in information below:

Dial in Number: (605) 313-5611

Access Number: 404150

6. CONSENT AGENDA

Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda. It is recommended that the Council:

- a. Approval of general checking, payroll & direct deposit check registers 38772-38779, Z44521-Z44541 and Z44543-Z44545, 050606-050704.
- b. Approval of minutes of the Regular City Council Meeting held on November 10, 2020.

Comments from the public are welcome. The Mayor will allow an opportunity for comments related to Public Hearings or any item on the agenda. Please limit comments to three minutes per topic, and one comment per person per topic. Once comments conclude, please allow the Council the opportunity to continue its consideration of the item without interruption.

7. REGULAR BUSINESS AGENDA/ITEMS REQUIRING COUNCIL ACTION

- a. By motion, adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND ACT ON THE CITY'S BEHALF IN ALL MATTERS PERTAINING TO THE CONSULTANT SERVICES AGREEMENT WITH HOUSING TOOLS AND ANY OTHER DOCUMENTS RELATED TO THE LEAP GRANT FUNDS.**
- b. By motion, approve the Contract for Audit Services with Marcello & Company, CPA for one additional year (FYE June 30, 2020) with cost of services not to exceed \$29,000 for FYE June 30, 2020 and authorize the Interim City Manager to sign the contract.
- c. By motion, approve the Contract for Human Resource Services with Regional Government Services with cost of services not to exceed \$25,000 and authorize the Interim City Manager to sign the contract.
- d. By motion, adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A RECORDS RETENTION POLICY AND RETENTION SCHEDULES.**

8. COUNCIL/ STAFF REPORTS/COMMENTS

- a. Staff Reports/Comments:
- b. Council Reports/Comments:

9. CLOSED SESSION

- a. **PUBLIC COMMENT:** Pursuant to Government Code Section §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.

- b. PUBLIC EMPLOYEE APPOINTMENT (CA Gov. Code § 54957) Title: Administrative Services Director.

10. ADJOURNMENT

This agenda was posted on November 19, 2020


Tara Rustenhoven, City Clerk

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



PROCLAMATIONS

City of Willows

DECLARING WEDNESDAY, DECEMBER 7, 2019, AS “PEARL HARBOR REMEMBRANCE DAY”

WHEREAS, on December 7, 1941, as dawn broke over the island of Oahu, hundreds of bombs broke through the sky as Imperial Japanese Navy Forces launched an unprovoked aerial attack on an American naval base at Pearl Harbor, launching America into a conflict that would forever change the course of human dignity, freedom and history. While the bombardment lasted only two hours, it was devastating – destroying nearly 20 American naval vessels, including eight battleships, and more than 300 airplanes. The surprise assault resulted in the deaths of 2403 unsuspecting and innocent military personnel and civilians alike, and wounded an additional 1178 others; and

WHEREAS, on December 8, 1941, while addressing the United States Congress concerning the surprise assault on Pearl Harbor, President Franklin D. Roosevelt requested that Congress declare war on Japan, stating, in part, *“Yesterday the United States of America was suddenly and deliberately attacked.....No matter how long it may take us to overcome this premeditated invasion, the American people in their righteous might will win through to absolute victory. I believe I interpret the will of the Congress and of the people when I assert that we will not only defend ourselves to the uttermost, but will make very certain that this form of treachery shall never endanger us again.”* On that day, December 8, 1941, Congress approved President Roosevelt’s request for declaration of war, and the United States had officially joined World War II; and

WHEREAS, although America may had been unprepared for war, in response to the declaration of war, the American people summoned a great national effort in military strength, and patriots from every corner of our Nation answered the call to serve and band together in common cause. Sixteen million Americans left behind everything they knew and loved in order to fight for freedom far from home and liberate a continent from the grip of tyranny. Individuals from all backgrounds and walks of life courageously crossed oceans and stormed beaches, uplifting a generation and paving the way for our fiercest adversaries to become some of our closest allies; and

WHEREAS, the sacrifices of our military personnel at Pearl Harbor became a prelude to those that America’s brave fighting forces were to endure around the world for the next three and one-half years -- and in the example of those who came forth in those months and years following the attack on Pearl Harbor, we

saw an enduring truth: that no challenge is too great when we stand as one people, committed to the ideals which the stars and stripes symbolize, and we remember that strength, vigilance and devotion will forever keep America the land of the free and the home of the brave; and

WHEREAS, it is appropriate to recognize and honor America's Greatest Generation who, through sacrifice, valor, dedication and determination courageously defended our Nation and preserved our freedom; and also to honor those American patriots who died as a result of their service. We resolve that we will keep faith with those we have loved and lost and resolve that, always, we will remember Pearl Harbor and the Global conflict of World War II.

NOW, THEREFORE, I, MAYOR WARREN, as Mayor of the City of Willows and on behalf of the Willows City Council, do hereby proclaim December 7, 2019, as "Pearl Harbor Remembrance Day" in the City of Willows, and I call upon the citizens of Willows to observe this solemn occasion with appropriate ceremonies and activities and to pledge eternal vigilance and strong resolve to defend our Nation and its allies from future aggression.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Willows to be affixed hereto this 24th day of November, 2020.

Kerri Warren, Mayor





CONSENT AGENDA



PERIOD

11/06/2020 TO 11/18/2020

Payroll Direct Deposit Z44521 TO Z44541

and

Z44543 TO Z44545

General Checking 38772 TO 38779

Check Register 050606 TO 050704

APPROVAL DATE

11/24/2020

APPROVED _____

| Invoice No | Description | Invoice | Actual | Discount | | Gross | Discount | Net |
|------------|------------------|-----------------------|---------------|----------|------------|-------|----------|-----|
| | | Date | Period | G/L | Account No | | | |
| | Check #.: 050606 | Check Date.: 11/06/20 | This Check is | *** | VOID | *** | | |
| | Check #.: 050607 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050608 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050609 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050610 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050611 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050612 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050613 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050614 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050615 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050616 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050617 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050618 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050619 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050620 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050621 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050622 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050623 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050624 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |
| | Check #.: 050625 | Check Date.: 11/06/20 | This Check IS | *** | VOID | *** | | |

| Invoice No | Description | Invoice Date | | Actual Period | | Discount G/L | Discount Account No | Gross Amount | Discount Amount | Net Amount |
|---|--------------------------|--------------|-----------|---------------|-------|--------------|---------------------|--------------|-----------------|------------|
| | | Due Date | Fiscal Tm | | | | | | | |
| Check #: 050626 Check Date.: 11/06/20 Vendor I.D.: AIR00 (AIRGAS NCN) | | | | | | | | | | |
| 910644289- | OXYGEN USPDAC | 10/23/20 | 11-20 | 11/06/20 | 05-21 | | | 192.11 | .00 | 192.11 |
| Check #: 050627 Check Date.: 11/06/20 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.) | | | | | | | | | | |
| 110239679- | CLEANING UNIFORMS | 08/04/20 | 11-20 | 11/06/20 | 05-21 | | | 97.60 | .00 | 97.60 |
| 110240003- | CLEANING UNIFORMS | 08/11/20 | 11-20 | 11/06/20 | 05-21 | | | 93.92 | .00 | 93.92 |
| 110240358- | CLEANING UNIFORMS | 08/18/20 | 11-20 | 11/06/20 | 05-21 | | | 100.92 | .00 | 100.92 |
| 110240707- | CLEANING UNIFORMS | 08/25/20 | 11-20 | 11/06/20 | 05-21 | | | 93.92 | .00 | 93.92 |
| 110241166- | CLEANING UNIFORMS | 09/01/20 | 11-20 | 11/06/20 | 05-21 | | | 100.92 | .00 | 100.92 |
| 110241454- | CLEANING UNIFORMS | 09/08/20 | 11-20 | 11/06/20 | 05-21 | | | 101.57 | .00 | 101.57 |
| 110241817- | CLEANING UNIFORMS | 09/15/20 | 11-20 | 11/06/20 | 05-21 | | | 93.92 | .00 | 93.92 |
| 110242171- | CLEANING UNIFORMS | 09/22/20 | 11-20 | 11/06/20 | 05-21 | | | 93.92 | .00 | 93.92 |
| 110242514- | CLEANING UNIFORMS | 09/29/20 | 11-20 | 11/06/20 | 05-21 | | | 100.92 | .00 | 100.92 |
| 110242907- | CLEANING UNIFORMS | 10/06/20 | 11-20 | 11/06/20 | 05-21 | | | 102.98 | .00 | 102.98 |
| 110243214- | UNIFORMS | 10/13/20 | 11-20 | 11/06/20 | 05-21 | | | 94.54 | .00 | 94.54 |
| 110243216- | LINEN & UNIFORM SERVICES | 10/13/20 | 11-20 | 11/06/20 | 05-21 | | | 198.26 | .00 | 198.26 |
| 110243621- | CLEANING UNIFORMS | 10/20/20 | 11-20 | 11/06/20 | 05-21 | | | 94.54 | .00 | 94.54 |
| 110243962- | CLEANING UNIFORMS | 10/27/20 | 11-20 | 11/06/20 | 05-21 | | | 94.54 | .00 | 94.54 |
| ** Vendor's Subtotal -----> | | | | | | | | 1462.47 | .00 | 1462.47 |
| Check #: 050628 Check Date.: 11/06/20 Vendor I.D.: APP01 (APPEAL-DEMOCRAT) | | | | | | | | | | |
| 0035061- | RENEWAL | 09/30/20 | 11-20 | 11/06/20 | 05-21 | | | 59.04 | .00 | 59.04 |
| Check #: 050629 Check Date.: 11/06/20 Vendor I.D.: ATT01 (A.T.& T.) | | | | | | | | | | |
| 15495340- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 59.22 | .00 | 59.22 |
| 15495341- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 22.19 | .00 | 22.19 |
| 15495342- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 41.19 | .00 | 41.19 |
| 15495343- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 303.40 | .00 | 303.40 |
| 15495345- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 114.32 | .00 | 114.32 |
| 15495346- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 152.80 | .00 | 152.80 |
| 15495347- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 22.19 | .00 | 22.19 |
| 15495348- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 172.82 | .00 | 172.82 |
| 15495349- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 20.54 | .00 | 20.54 |
| 15495350- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 44.39 | .00 | 44.39 |
| 15495351- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 20.54 | .00 | 20.54 |
| 15495352- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 43.27 | .00 | 43.27 |
| 15495353- | TELEPHONE EXP. | 10/19/20 | 11-20 | 11/06/20 | 05-21 | A | | 65.63 | .00 | 65.63 |
| ** Vendor's Subtotal -----> | | | | | | | | 1082.50 | .00 | 1082.50 |

| Invoice No | Description | Invoice Date | Actual Period | Tm | Discount G/L | Account No | Gross Amount | Discount Amount | Net Amount |
|--|---|--------------|---------------|----|--------------|------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | | |
| Check #.: 050630 Check Date.: 11/06/20 Vendor I.D.: BAR01 (BARCELOUX BROTHERS AUTO) | | | | | | | | | |
| 578504- | NAPAGOLD OIL FILTER | 08/05/20 | 11-20 | A | | | 31.25 | .00 | 31.25 |
| | | 11/06/20 | 05-21 | | | | | | |
| 578638- | OIL FILTER | 08/06/20 | 11-20 | A | | | 48.43 | .00 | 48.43 |
| | | 11/06/20 | 05-21 | | | | | | |
| 578837- | XTRA STRENGTH TRAVEL SPR | 08/08/20 | 11-20 | A | | | 11.03 | .00 | 11.03 |
| | | 11/06/20 | 05-21 | | | | | | |
| 579417- | REGULATOR | 08/13/20 | 11-20 | A | | | 171.59 | .00 | 171.59 |
| | | 11/06/20 | 05-21 | | | | | | |
| 579418- | LICENSE PLATE FRAME | 08/13/20 | 11-20 | A | | | 10.39 | .00 | 10.39 |
| | | 11/06/20 | 05-21 | | | | | | |
| 579873- | LIP SEAL | 08/19/20 | 11-20 | A | | | 23.56 | .00 | 23.56 |
| | | 11/06/20 | 05-21 | | | | | | |
| 584325- | INTERIOR DOOR HANDLE | 10/06/20 | 11-20 | A | | | 22.92 | .00 | 22.92 |
| | | 11/06/20 | 05-21 | | | | | | |
| 584918- | HOSE CLAMP, OIL FILTER & SIL SDI COOLANT HOSE | 10/13/20 | 11-20 | A | | | 78.06 | .00 | 78.06 |
| | | 11/06/20 | 05-21 | | | | | | |
| 584965- | SERVICE AIR CHAMBER & AIR BRK | 10/14/20 | 11-20 | A | | | 61.84 | .00 | 61.84 |
| | | 11/06/20 | 05-21 | | | | | | |
| 584986- | SEAT CVR PNSTRIPES BCH | 10/14/20 | 11-20 | A | | | 39.66 | .00 | 39.66 |
| | | 11/06/20 | 05-21 | | | | | | |
| 585032- | AIR BRK | 10/14/20 | 11-20 | A | | | 34.23 | .00 | 34.23 |
| | | 11/06/20 | 05-21 | | | | | | |
| 585472- | BLSTR PK MINIATURES | 10/20/20 | 11-20 | A | | | 16.61 | .00 | 16.61 |
| | | 11/06/20 | 05-21 | | | | | | |
| 585551- | DIAPHRAGM T-16 | 10/21/20 | 11-20 | A | | | 6.28 | .00 | 6.28 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 555.85 | .00 | 555.85 |
| ----- | | | | | | | | | |
| Check #.: 050631 Check Date.: 11/06/20 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.) | | | | | | | | | |
| C01103- | WATER & SEWER | 10/15/20 | 11-20 | A | | | 646.65 | .00 | 646.65 |
| | | 11/06/20 | 05-21 | | | | | | |
| 849167777- | WATER & SEWER | 10/13/20 | 11-20 | A | | | 2226.04 | .00 | 2226.04 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 2872.69 | .00 | 2872.69 |
| ----- | | | | | | | | | |
| Check #.: 050632 Check Date.: 11/06/20 Vendor I.D.: CLE03 (CLEARWAY ENERGY LLC) | | | | | | | | | |
| 415947- | KWH CHARGES, CA SURCHARGE & PREVIOUS BALANCE | 10/19/20 | 11-20 | | | | 18216.80 | .00 | 18216.80 |
| | | 11/06/20 | 05-21 | | | | | | |
| ----- | | | | | | | | | |
| Check #.: 050633 Check Date.: 11/06/20 Vendor I.D.: COA00 (COASTLAND CIVIL ENGINEERING) | | | | | | | | | |
| 49463- | ENGINEER SERVICES | 08/31/20 | 11-20 | | | | 3914.75 | .00 | 3914.75 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49464- | ENGINEER SERVICE | 08/31/20 | 11-20 | | | | 1798.85 | .00 | 1798.85 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49527- | ENGINEERING SERVICE | 08/31/20 | 11-20 | | | | 33.75 | .00 | 33.75 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49530- | PRINCIPAL ENGINEER | 08/31/20 | 11-20 | | | | 1653.98 | .00 | 1653.98 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49532- | ENGINEER SERVICES | 08/31/20 | 11-20 | | | | 1951.25 | .00 | 1951.25 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49549- | BUILDING INSPECTION, PERMITTING, PLAN REVIEW | 08/31/20 | 11-20 | | | | 2535.00 | .00 | 2535.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49550- | ENGINEERING SERVICE | 08/31/20 | 11-20 | | | | 10725.00 | .00 | 10725.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49628- | PRINCIPAL ENGINEER | 09/30/20 | 11-20 | | | | 43.75 | .00 | 43.75 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49629- | ENGINEERING SERVICES | 09/30/20 | 11-20 | | | | 2615.00 | .00 | 2615.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49630- | ENGINEERING SERVICE | 09/30/20 | 11-20 | | | | 67.50 | .00 | 67.50 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49631- | ENGINEERING SERVICE | 09/30/20 | 11-20 | | | | 4698.75 | .00 | 4698.75 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49632- | CONDITIONS OF APPROVAL | 09/30/20 | 11-20 | | | | 131.25 | .00 | 131.25 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49633- | PRINCIPAL ENGINEER | 09/30/20 | 11-20 | | | | 87.50 | .00 | 87.50 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49635- | ENGINEERING SERVICE | 09/30/20 | 11-20 | | | | 10439.00 | .00 | 10439.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 49636- | CONDITIONS OF APPROVAL | 09/30/20 | 11-20 | | | | 1172.50 | .00 | 1172.50 |
| | | 11/06/20 | 05-21 | | | | | | |
| 94634- | BUILDING INSPECTION | 09/30/20 | 11-20 | | | | 3770.00 | .00 | 3770.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 45637.83 | .00 | 45637.83 |

| Invoice No | Description | Invoice Date | Actual Period | Discount | | Gross Amount | Discount Amount | Net Amount |
|---------------------------------------|---|---|----------------|----------|------------|--------------|-----------------|------------|
| | | Due Date | Fiscal Tm | G/L | Account No | | | |
| Check #: 050634 Check Date.: 11/06/20 | | Vendor I.D.: COD00 (CODE PUBLISHING COMPANY) | | | | | | |
| 67882- | NEW PAGES & WEB HOURLY UPDATE | 09/26/20 11/06/20 | 11-20 05-21 | | | 109.50 | .00 | 109.50 |
| Check #: 050635 Check Date.: 11/06/20 | | Vendor I.D.: COL08 (COLE HUBER LLP) | | | | | | |
| 35651- | NUISANCE ABATEMENT FILE NO. 10581.001 | 10/15/20 11/06/20 | 11-20 05-21 | | | 386.62 | .00 | 386.62 |
| 35659- | NUISANCE ABATEMENT FILE NO. 10581.001 | 10/20/20 11/06/20 | 11-20 05-21 | | | 60.56 | .00 | 60.56 |
| 35660- | GENERAL COUSEL SERVICES FILE NO. 10581.000 | 10/20/20 11/06/20 | 11-20 05-21 | | | 13619.51 | .00 | 13619.51 |
| 35661- | ADVICE COUNSEL- FINANCE POLICY REVISIONS | 10/20/20 11/06/20 | 11-20 05-21 | | | 7399.18 | .00 | 7399.18 |
| 35662- | FORREST SPRAGUE FILE NO. 10581.005 | 10/20/20 11/06/20 | 11-20 05-21 | | | 326.06 | .00 | 326.06 |
| 35663- | FINANCE REVIEW & OVERSIGHT SERVICES | 10/20/20 11/06/20 | 11-20 05-21 | | | 1703.40 | .00 | 1703.40 |
| ** Vendor's Subtotal -----> | | | | | | 23495.33 | .00 | 23495.33 |
| Check #: 050636 Check Date.: 11/06/20 | | Vendor I.D.: COM16 (COMCAST CABLE) | | | | | | |
| C01022- | COMCAST BILL | 09/24/20 11/06/20 | 11-20 05-21 | | | 155.94 | .00 | 155.94 |
| C01102- | COMCAST BUSINESS | 10/19/20 11/06/20 | 11-20 05-21 | | | 160.94 | .00 | 160.94 |
| C01103- | COMCAST BUSINESS SERVICES | 10/24/20 11/06/20 | 11-20 05-21 | | | 155.94 | .00 | 155.94 |
| ** Vendor's Subtotal -----> | | | | | | 472.82 | .00 | 472.82 |
| Check #: 050637 Check Date.: 11/06/20 | | Vendor I.D.: COR02 (CORBIN WILLITS SYSTEMS) | | | | | | |
| 000C00915- | CONT.SERV. FINANCE | 09/15/20 11/06/20 | 11-20 05-21 | A | | 424.35 | .00 | 424.35 |
| Check #: 050638 Check Date.: 11/06/20 | | Vendor I.D.: COR10 (CORNING LUMBER CO., INC.) | | | | | | |
| 201007076- | 60LB QUIKRETE READY MIX CONCRETE | 10/09/20 11/06/20 | 11-20 05-21 | | | 8.54 | .00 | 8.54 |
| Check #: 050639 Check Date.: 11/06/20 | | Vendor I.D.: CUR01 (L.N. CURTIS & SONS) | | | | | | |
| 435889- | 20PPM CAL GAS | 10/29/20 11/06/20 | 11-20 05-21 | A | | 119.05 | .00 | 119.05 |
| Check #: 050640 Check Date.: 11/06/20 | | Vendor I.D.: DEM01 (DEMCO, INC.) | | | | | | |
| 6848888- | LIBRARY SUPPLIES | 09/25/20 11/06/20 | 11-20 05-21 | A | | 155.82 | .00 | 155.82 |
| Check #: 050641 Check Date.: 11/06/20 | | Vendor I.D.: ENT01 (ENTERPRISE-RECORD) | | | | | | |
| 000126644- | CLASSIFIED ADVERTISING - CITY OF WILLOWS JOBS | 09/30/20 11/06/20 | 11-20 05-21 | | | 568.54 | .00 | 568.54 |
| Check #: 050642 Check Date.: 11/06/20 | | Vendor I.D.: EXP00 (EXPRESS EMPLOYMENT SERVICES INC+) | | | | | | |
| 2450612- | C277- ADMINISTRATIVE ANALYST- FINANCE LYNNE ERVIN | 10/14/20 11/06/20 | 11-20 05-21 | | | 413.65 | .00 | 413.65 |
| Check #: 050643 Check Date.: 11/06/20 | | Vendor I.D.: FED00 (FEDEX) | | | | | | |
| 15273180- | SHIPPING THROUGH FEDEX | 10/16/20 11/06/20 | 11-20 05-21 | | | 47.88 | .00 | 47.88 |

| Invoice No | Description | Invoice | | G/L | Discount Account No | Gross Amount | Discount Amount | Net Amount |
|---------------------------------------|--|--|---------------|-----|---------------------|--------------|-----------------|------------|
| | | Date | Actual Period | | | | | |
| Check #: 050644 Check Date.: 11/06/20 | | Vendor I.D.: FGL00 (FGL ENVIRONMENTAL) | | | | | | |
| 078206A- | COLIFORM COLILERT & COLIFORM QT 100L (2) | 10/22/20 | 11-20 | | | 88.00 | .00 | 88.00 |
| | | 11/06/20 | 05-21 | | | | | |
| 078207A- | WBT CHEMISTRY NO3-N | 10/22/20 | 11-20 | | | 26.00 | .00 | 26.00 |
| | | 11/06/20 | 05-21 | | | | | |
| 070008419- | DRINKING WATER MONITORING | 09/30/20 | 11-20 | | | 121.00 | .00 | 121.00 |
| | | 11/06/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 235.00 | .00 | 235.00 |
| Check #: 050645 Check Date.: 11/06/20 | | Vendor I.D.: FP000 (FRANCOTYP-POSTALIA, INC.) | | | | | | |
| RI1046347- | POSTBASE METER COMMERCIAL | 10/02/20 | 11-20 | | | 83.66 | .00 | 83.66 |
| | | 11/06/20 | 05-21 | | | | | |
| Check #: 050646 Check Date.: 11/06/20 | | Vendor I.D.: GAN01 (GANDY-STALEY OIL CO.) | | | | | | |
| 193278- | DIESEL 225 GALLONS | 08/26/20 | 11-20 | A | | 641.14 | .00 | 641.14 |
| | | 11/06/20 | 05-21 | | | | | |
| 193467- | REGULAR UNLEADED GASOLINE | 08/26/20 | 11-20 | A | | 704.50 | .00 | 704.50 |
| | | 11/06/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 1345.64 | .00 | 1345.64 |
| Check #: 050647 Check Date.: 11/06/20 | | Vendor I.D.: GLE13 (GLENN CO. CLERK-RECORDER) | | | | | | |
| C01105- | FILING FEES | 11/05/20 | 11-20 | A | | 50.00 | .00 | 50.00 |
| | | 11/06/20 | 05-21 | | | | | |
| Check #: 050648 Check Date.: 11/06/20 | | Vendor I.D.: GLE21 (GLENN CO. SHERIFFS DEPT.) | | | | | | |
| 10222001- | CONTRACTUAL LAW ENFORCEMENT SERVICES | 07/01/20 | 11-20 | | | 120432.26 | .00 | 120432.26 |
| | | 11/06/20 | 05-21 | | | | | |
| 10222002- | CONTRACTUAL LAW ENFORCEMENT SERVICES | 08/01/20 | 11-20 | | | 120432.26 | .00 | 120432.26 |
| | | 11/06/20 | 05-21 | | | | | |
| 10222003- | CONTRACTUAL LAW ENFORMENT SERVICES | 09/01/20 | 11-20 | | | 120432.26 | .00 | 120432.26 |
| | | 11/06/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 361296.78 | .00 | 361296.78 |
| Check #: 050649 Check Date.: 11/06/20 | | Vendor I.D.: GLE42 (GLENN COUNTY SOLID WASTE) | | | | | | |
| 002220- | RES/COMM MIXED WASTE | 07/03/20 | 11-20 | | | 20.30 | .00 | 20.30 |
| | | 11/06/20 | 05-21 | | | | | |
| Check #: 050650 Check Date.: 11/06/20 | | Vendor I.D.: HIN02 (HINDERLITER DELLAMAS & ASSOCIATES) | | | | | | |
| SIN003669- | AUDIT SERVICES | 09/11/20 | 11-20 | | | 1050.00 | .00 | 1050.00 |
| | | 11/06/20 | 05-21 | | | | | |
| Check #: 050651 Check Date.: 11/06/20 | | Vendor I.D.: HOU00 (HOUSING TOOLS) | | | | | | |
| 1910- | HOME MONITORING | 10/02/20 | 11-20 | | | 1935.00 | .00 | 1935.00 |
| | | 11/06/20 | 05-21 | | | | | |
| 1928- | HOME MONITORING | 11/02/20 | 11-20 | | | 4300.00 | .00 | 4300.00 |
| | | 11/06/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 6235.00 | .00 | 6235.00 |
| Check #: 050652 Check Date.: 11/06/20 | | Vendor I.D.: HUN01 (HUNT & SONS, INC.) | | | | | | |
| 621272- | BULK REG. GAS & BULK DIESEL | 10/01/20 | 11-20 | | | 1448.79 | .00 | 1448.79 |
| | | 11/06/20 | 05-21 | | | | | |
| Check #: 050653 Check Date.: 11/06/20 | | Vendor I.D.: INK01 (THE INKWELL) | | | | | | |
| 2160- | PAPER, PENS, FOLDERS | 10/05/20 | 11-20 | A | | 117.62 | .00 | 117.62 |
| | | 11/06/20 | 05-21 | | | | | |
| 28363- | COPY PAPER, PENS, PENCILS | 09/17/20 | 11-20 | A | | 76.18 | .00 | 76.18 |
| | | 11/06/20 | 05-21 | | | | | |
| 28409- | POP UP ADHESIVE, THERMAL PAPER | 10/06/20 | 11-20 | A | | 58.82 | .00 | 58.82 |
| | | 11/06/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 252.62 | .00 | 252.62 |

| Invoice No | Description | Invoice Date | | Actual Period | Tm | Discount G/L | Account No | Gross Amount | Discount Amount | Net Amount |
|---------------------------------------|--|--|-------|---------------|----|--------------|------------|--------------|-----------------|------------|
| | | Due | Date | | | | | | | |
| Check #: 050654 Check Date.: 11/06/20 | | Vendor I.D.: ITF01 (INDUSTRIAL TRUCK & FARM) | | | | | | | | |
| 556231- | 3FT HOSE 3/8 ID, BRAIDED PVC | 09/01/20 | 11-20 | A | | | | 6.15 | .00 | 6.15 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 556233- | PARTS | 10/10/20 | 11-20 | A | | | | 24.03 | .00 | 24.03 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 556839- | PARTS | 10/10/20 | 11-20 | A | | | | 50.66 | .00 | 50.66 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 556897- | PARTS | 09/10/20 | 11-20 | A | | | | 131.46 | .00 | 131.46 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 557421- | PARTS | 09/18/20 | 11-20 | A | | | | 90.26 | .00 | 90.26 |
| | | 11/06/20 | 05-21 | | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | | 302.56 | .00 | 302.56 |
| Check #: 050655 Check Date.: 11/06/20 | | Vendor I.D.: JER00 (JEREMY'S PEST STOMPERS) | | | | | | | | |
| 916207- | PEST CONTROL SERVICE | 09/16/20 | 11-20 | | | | | 50.00 | .00 | 50.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050656 Check Date.: 11/06/20 | | Vendor I.D.: LIP01 (LIFE ASSIST) | | | | | | | | |
| 1041648- | XTRA TEST STRIPS, STST-PADZ 11 ELECTRODE, AED PADS | 10/12/20 | 11-20 | A | | | | 209.03 | .00 | 209.03 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 1043315- | MEDICAL SUPPLIES | 10/19/20 | 11-20 | A | | | | 957.86 | .00 | 957.86 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 1044486- | DUKAL YELLOW EMERGENCY BLANKET,ZOLL PEDI PADZ MULI | 10/22/20 | 11-20 | A | | | | 182.33 | .00 | 182.33 |
| | | 11/06/20 | 05-21 | | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | | 1349.22 | .00 | 1349.22 |
| Check #: 050657 Check Date.: 11/06/20 | | Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC) | | | | | | | | |
| 75949- | CLEARIT MANAGED PARTNER MEMBERSHIP FEE | 09/10/20 | 11-20 | | | | | 1984.00 | .00 | 1984.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 76001- | BACKUP 190 SERVICE | 09/10/20 | 11-20 | | | | | 100.00 | .00 | 100.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 76335- | CLEARIT MANAGED PARTNER MEMBERSHIP FEE | 10/09/20 | 11-20 | | | | | 2093.00 | .00 | 2093.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 76380- | BACKUP 190 SERVICE | 10/09/20 | 11-20 | | | | | 100.00 | .00 | 100.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 0021400- | MERAKI 1YR LICENSE AND SUPPORT | 10/15/20 | 11-20 | | | | | 345.00 | .00 | 345.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | | 4622.00 | .00 | 4622.00 |
| Check #: 050658 Check Date.: 11/06/20 | | Vendor I.D.: NEC00 (NEC FINANCIAL SERVICES LLC) | | | | | | | | |
| 00234680- | NEC SV9100 PHONE SYSTEM | 10/02/20 | 11-20 | | | | | 268.08 | .00 | 268.08 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050659 Check Date.: 11/06/20 | | Vendor I.D.: NOR03 (NORTHNET LIBRARY SYSTEM) | | | | | | | | |
| 1952- | ADMIN FEES & NLS MEMBERSHIP FEES | 10/19/20 | 11-20 | | | | | 564.00 | .00 | 564.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050660 Check Date.: 11/06/20 | | Vendor I.D.: NOR43 (ACCESS) | | | | | | | | |
| 8395600- | 40" SECURITY CONSOLES | 09/24/20 | 11-20 | | | | | 67.39 | .00 | 67.39 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050661 Check Date.: 11/06/20 | | Vendor I.D.: NSW00 (NSWTS) | | | | | | | | |
| 1044- | MONTHLY SERVICE CHARGE & FIRE SYSTEM FLUSH | 10/01/20 | 11-20 | | | | | 405.00 | .00 | 405.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050662 Check Date.: 11/06/20 | | Vendor I.D.: ORLAN (CITY OF ORLAND) | | | | | | | | |
| C01105- | REIMBURSEMENT FOR 2020 OTS GRANT | 10/20/20 | 11-20 | | | | | 6100.61 | .00 | 6100.61 |
| | | 11/06/20 | 05-21 | | | | | | | |

| Invoice No | Description | Invoice | | Tm | G/L | Discount Account No | Gross Amount | Discount Amount | Net Amount |
|--|---|----------|---------------|----|-----|---------------------|--------------|-----------------|------------|
| | | Date | Actual Period | | | | | | |
| Check #: 050663 Check Date.: 11/06/20 Vendor I.D.: PGE01 (PG & E) | | | | | | | | | |
| C01022- | UTILITY-ELECTRI | 10/06/20 | 11-20 | A | | | 19.87 | .00 | 19.87 |
| | | 11/06/20 | 05-21 | | | | | | |
| C01104- | UTILITY-ELECTRI | 10/15/20 | 11-20 | A | | | 10986.92 | .00 | 10986.92 |
| | | 11/06/20 | 05-21 | | | | | | |
| 44342528- | UTILITY-ELECTRI | 10/06/20 | 11-20 | A | | | 49.25 | .00 | 49.25 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 11056.04 | .00 | 11056.04 |
| Check #: 050664 Check Date.: 11/06/20 Vendor I.D.: POP00 (POPULAR SUBSCRIPTION SERVICE) | | | | | | | | | |
| C01102- | POPULAR SUBSCRIPTION IN THE LIBRARY | 09/15/20 | 11-20 | | | | 422.49 | .00 | 422.49 |
| | | 11/06/20 | 05-21 | | | | | | |
| Check #: 050665 Check Date.: 11/06/20 Vendor I.D.: RAY03 (RAY MORGAN COMPANY) | | | | | | | | | |
| 3085095- | WATERSYSTEMS/31RB SERIAL NUMBER 1711M44568 | 09/18/20 | 11-20 | A | | | 63.28 | .00 | 63.28 |
| | | 11/06/20 | 05-21 | | | | | | |
| Check #: 050666 Check Date.: 11/06/20 Vendor I.D.: RUS03 (TARA RUSTENHOVEN) | | | | | | | | | |
| C01105- | OFFICE SUPPLIES | 10/19/20 | 11-20 | | | | 77.49 | .00 | 77.49 |
| | | 11/06/20 | 05-21 | | | | | | |
| Check #: 050667 Check Date.: 11/06/20 Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR) | | | | | | | | | |
| 16671- | CLASSIFIED ADVERTISING- 31 LINES ADMIN. ANALYST | 10/14/20 | 11-20 | A | | | 126.48 | .00 | 126.48 |
| | | 11/06/20 | 05-21 | | | | | | |
| 16685- | LEGAL ADVERTISING 2X3 COM. PH HOME SALON | 10/25/20 | 11-20 | A | | | 90.20 | .00 | 90.20 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 216.68 | .00 | 216.68 |
| Check #: 050668 Check Date.: 11/06/20 Vendor I.D.: SAF03 (SAFETY TIRE SERVICE) | | | | | | | | | |
| 44653- | FLAT TIRE REPAIR | 09/11/20 | 11-20 | | | | 35.00 | .00 | 35.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 44733- | TIRE RECYCLE FEE | 09/16/20 | 11-20 | | | | 956.51 | .00 | 956.51 |
| | | 11/06/20 | 05-21 | | | | | | |
| 45082- | LEAF TRUCK #1- TIRES | 10/09/20 | 11-20 | | | | 140.00 | .00 | 140.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| 45141- | 11R22.5 G ROAD, TIRE RECYCLE, TRUCK DISPOSAL | 10/13/20 | 11-20 | | | | 983.94 | .00 | 983.94 |
| | | 11/06/20 | 05-21 | | | | | | |
| 45221- | FLAT REPAIR 11R22.5 | 10/19/20 | 11-20 | | | | 35.00 | .00 | 35.00 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 2150.45 | .00 | 2150.45 |
| Check #: 050669 Check Date.: 11/06/20 Vendor I.D.: SIN00 (SINCLAIR HEATING AND AIR CONDITIONING) | | | | | | | | | |
| 1777- | LABOR AND PARTS FOR CONDENSER FAN MOTOR | 10/16/20 | 11-20 | | | | 817.46 | .00 | 817.46 |
| | | 11/06/20 | 05-21 | | | | | | |
| Check #: 050670 Check Date.: 11/06/20 Vendor I.D.: USB02 (US BANK) | | | | | | | | | |
| C01103- | EQUIP. MAINT. | 10/22/20 | 11-20 | | | | 722.02 | .00 | 722.02 |
| | | 11/06/20 | 05-21 | | | | | | |
| 124982619- | US BANK BALANCE AND CHARGES | 10/20/20 | 11-20 | | | | 777.93 | .00 | 777.93 |
| | | 11/06/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 1499.95 | .00 | 1499.95 |
| Check #: 050671 Check Date.: 11/06/20 Vendor I.D.: VER02 (VERIZON WIRELESS) | | | | | | | | | |
| 186578872- | TELEPHONE EXP. | 10/26/20 | 11-20 | | | | 187.66 | .00 | 187.66 |
| | | 11/06/20 | 05-21 | | | | | | |

| Invoice No | Description | Invoice | | Actual Period | Tm | G/L | Discount Account No | Gross Amount | Discount Amount | Net Amount |
|---------------------------------------|--|---|--------|---------------|----|-----|---------------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | | | |
| Check #: 050672 Check Date.: 11/06/20 | | Vendor I.D.: WAL07 (WAL-MART COMMUNITY) | | | | | | | | |
| C01105- | SUPPLIES | 10/16/20 | 11-20 | | | | | 195.36 | .00 | 195.36 |
| | | 11/06/20 | 05-21 | | | | | | | |
| Check #: 050673 Check Date.: 11/06/20 | | Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.) | | | | | | | | |
| 231197- | SPRINKLER NOZZIE | 09/02/20 | 11-20 | A | | | | 4.27 | .00 | 4.27 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 231476- | PAD | 09/23/20 | 11-20 | A | | | | 12.82 | .00 | 12.82 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 231785- | PAINT STRAINER | 09/22/20 | 11-20 | A | | | | 7.45 | .00 | 7.45 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 231789- | TRU FUEL | 10/07/20 | 11-20 | A | | | | 27.87 | .00 | 27.87 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 232240- | E11 BRACKETS AND ZIP TIES | 09/21/20 | 11-20 | A | | | | 4.67 | .00 | 4.67 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 232740- | 1" FEMALE END CAPS | 09/16/20 | 11-20 | A | | | | 8.58 | .00 | 8.58 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 233286- | SLABES | 09/02/20 | 11-20 | A | | | | 13.41 | .00 | 13.41 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 238314- | 2 TRASH GRABBERS | 10/27/20 | 11-20 | A | | | | 42.88 | .00 | 42.88 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 240509- | TRASH CAN, FLOOR PAINT, POLY BRUSH & TRASH LINER | 10/26/20 | 11-20 | A | | | | 59.12 | .00 | 59.12 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 243602- | CHAINS SHARPENER | 09/25/20 | 11-20 | A | | | | 50.00 | .00 | 50.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 244169- | SCREEN, GLUE, PVC, MISC | 09/09/20 | 11-20 | A | | | | 22.83 | .00 | 22.83 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 244413- | MASTER CODE | 09/23/20 | 11-20 | A | | | | 12.82 | .00 | 12.82 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 245260- | SYC PARK MATERIALS | 09/17/20 | 11-20 | A | | | | 12.12 | .00 | 12.12 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 245364- | PUL BUSH, PVC NIPPLE & SPRINKLER | 10/24/20 | 11-20 | A | | | | 37.79 | .00 | 37.79 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 248344- | METER AND PUMP DIAPHRAGM | 08/31/20 | 11-20 | A | | | | 54.99 | .00 | 54.99 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 248539- | HEDGE TRIMMERS | 09/02/20 | 11-20 | A | | | | 35.00 | .00 | 35.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 248542- | LEAF TRUCK | 09/03/20 | 11-20 | A | | | | 31.09 | .00 | 31.09 |
| | | 11/06/20 | 05-21 | | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | | 437.71 | .00 | 437.71 |
| Check #: 050674 Check Date.: 11/06/20 | | Vendor I.D.: WILHI (WILLOWS ACE HARDWARE) | | | | | | | | |
| 060451- | COBWEB BRUSH PRO 118'' L | 10/06/20 | 11-20 | | | | | 15.00 | .00 | 15.00 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 060930- | PAPER TOWL & BUTANE FUEL CARTG | 10/20/20 | 11-20 | | | | | 20.36 | .00 | 20.36 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 061079- | PAPER TOWELS | 10/25/20 | 11-20 | | | | | 16.08 | .00 | 16.08 |
| | | 11/06/20 | 05-21 | | | | | | | |
| 061101- | CAP PVC SCH | 10/25/20 | 11-20 | | | | | 1.71 | .00 | 1.71 |
| | | 11/06/20 | 05-21 | | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | | 53.15 | .00 | 53.15 |
| ** Total Checks Paid -----> | | | | | | | | 498819.14 | .00 | 498819.14 |

| Invoice No | Description | Invoice Date | | Actual Period | Tm | Discount G/L | Account No | Gross Amount | Discount Amount | Net Amount |
|---|---|--------------|--------|---------------|-------|--------------|------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | | | |
| Check #.: 050675 Check Date.: 11/18/20 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.) | | | | | | | | | | |
| 110240361- | CLEANING SUPPLIES | 08/18/20 | 11-20 | 11/18/20 | 05-21 | | | 194.72 | .00 | 194.72 |
| 110241819- | CLEANING SUPPLIES | 09/15/20 | 11-20 | 11/18/20 | 05-21 | | | 194.72 | .00 | 194.72 |
| 110244318- | CLEANING UNIFORMS | 11/03/20 | 11-20 | 11/18/20 | 05-21 | | | 115.35 | .00 | 115.35 |
| 110244647- | CLEANING UNIFORMS | 11/10/20 | 11-20 | 11/18/20 | 05-21 | | | 94.54 | .00 | 94.54 |
| 110244649- | UNIFORM CLEANING | 11/10/20 | 11-20 | 11/18/20 | 05-21 | | | 201.18 | .00 | 201.18 |
| ** Vendor's Subtotal -----> | | | | | | | | 800.51 | .00 | 800.51 |
| Check #.: 050676 Check Date.: 11/18/20 Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS) | | | | | | | | | | |
| 203556947- | NEW PRINT MAT. LIBRARY | 10/20/20 | 11-20 | 11/18/20 | 05-21 | | | 36.06 | .00 | 36.06 |
| Check #.: 050677 Check Date.: 11/18/20 Vendor I.D.: BAR01 (BARCELOUX BROTHERS AUTO) | | | | | | | | | | |
| 586261- | CONCENTRATE | 10/29/20 | 11-20 | 11/18/20 | 05-21 | A | | 70.75 | .00 | 70.75 |
| 586630- | TENSIONER-HEAVY DUTY | 11/03/20 | 11-20 | 11/18/20 | 05-21 | A | | 124.83 | .00 | 124.83 |
| 586707- | FLEETRANNER BELT | 11/03/20 | 11-20 | 11/18/20 | 05-21 | A | | 72.81 | .00 | 72.81 |
| 587369- | QT APT DEXTRON & 1/4 LP BREATHER | 11/11/20 | 11-20 | 11/18/20 | 05-21 | A | | 35.25 | .00 | 35.25 |
| ** Vendor's Subtotal -----> | | | | | | | | 303.64 | .00 | 303.64 |
| Check #.: 050678 Check Date.: 11/18/20 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.) | | | | | | | | | | |
| 110520-42- | WATER & SEWER OCT7-NOV4 ACT. 1053836442 | 11/05/20 | 11-20 | 11/18/20 | 05-21 | A | | 85.96 | .00 | 85.96 |
| Check #.: 050679 Check Date.: 11/18/20 Vendor I.D.: CAL04 (CALIFORNIA DEPT. OF JUSTICE) | | | | | | | | | | |
| 476824- | FINGERPRINT | 11/03/20 | 11-20 | 11/18/20 | 05-21 | | | 111.00 | .00 | 111.00 |
| Check #.: 050680 Check Date.: 11/18/20 Vendor I.D.: COL08 (COLE HUBER LLP) | | | | | | | | | | |
| 35830- | SERVICE THROUGH OCT 31 2020 | 11/04/20 | 11-20 | 11/18/20 | 05-21 | | | 1920.62 | .00 | 1920.62 |
| Check #.: 050681 Check Date.: 11/18/20 Vendor I.D.: COM20 (COMP INC) | | | | | | | | | | |
| 00032975- | KATIE CHILDRESS DRUG TEST | 11/09/20 | 11-20 | 11/18/20 | 05-21 | | | 205.00 | .00 | 205.00 |
| Check #.: 050682 Check Date.: 11/18/20 Vendor I.D.: FGL00 (FGL ENVIRONMENTAL) | | | | | | | | | | |
| C01112- | DRINKING WATER MONITORING & WATER QUALITY | 10/31/20 | 11-20 | 11/18/20 | 05-21 | | | 114.00 | .00 | 114.00 |
| Check #.: 050683 Check Date.: 11/18/20 Vendor I.D.: GCD00 (GCID) | | | | | | | | | | |
| C01110- | SPRAY DRAIN NEXT TO OLD 99 & S. OF RD. 53 | 10/30/20 | 11-20 | 11/18/20 | 05-21 | | | 436.89 | .00 | 436.89 |
| Check #.: 050684 Check Date.: 11/18/20 Vendor I.D.: GLE09 (GLENN CO. OFFICE OF EDUCATION) | | | | | | | | | | |
| 20201109- | D BAXTER,K CHILDRESS, T RUSTENHOVEN LIVE SCAN | 11/09/20 | 11-20 | 11/18/20 | 05-21 | A | | 60.00 | .00 | 60.00 |

| Invoice No | Description | Invoice Date | Actual Period | Discount | | Gross Amount | Discount Amount | Net Amount |
|--|--|--------------|---------------|----------|------------|--------------|-----------------|------------|
| | | Due Date | Fiscal Tm | G/L | Account No | | | |
| Check #: 050685 Check Date.: 11/18/20 Vendor I.D.: GLE42 (GLENN COUNTY SOLID WASTE) | | | | | | | | |
| 355213- | LANDFILL DUMP RUN | 11/06/20 | 11-20 | | | 15.00 | .00 | 15.00 |
| | | 11/18/20 | 05-21 | | | | | |
| Check #: 050686 Check Date.: 11/18/20 Vendor I.D.: HOU00 (HOUSING TOOLS) | | | | | | | | |
| 1857- | HOME MONITORING | 09/10/20 | 11-20 | | | 720.00 | .00 | 720.00 |
| | | 11/18/20 | 05-21 | | | | | |
| 1876- | HOME MONITORING | 08/04/20 | 11-20 | | | 13064.80 | .00 | 13064.80 |
| | | 11/18/20 | 05-21 | | | | | |
| 1891- | HOME MONITORING | 09/03/20 | 11-20 | | | 520.00 | .00 | 520.00 |
| | | 11/18/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 14304.80 | .00 | 14304.80 |
| Check #: 050687 Check Date.: 11/18/20 Vendor I.D.: INK01 (THE INKWELL) | | | | | | | | |
| 2118- | PAPER AND BOXES | 10/26/20 | 11-20 | A | | 81.40 | .00 | 81.40 |
| | | 11/18/20 | 05-21 | | | | | |
| 28491- | COPY PAPER | 11/09/20 | 11-20 | A | | 41.77 | .00 | 41.77 |
| | | 11/18/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 123.17 | .00 | 123.17 |
| Check #: 050688 Check Date.: 11/18/20 Vendor I.D.: INT00 (INTERSTATE OIL COMPANY) | | | | | | | | |
| 0728868- | OIL | 10/31/20 | 11-20 | | | 705.97 | .00 | 705.97 |
| | | 11/18/20 | 05-21 | | | | | |
| Check #: 050689 Check Date.: 11/18/20 Vendor I.D.: INT17 (INTERSTATE BATTERIES OF THE ROGUE RIVER) | | | | | | | | |
| 3005755- | 1 MTP- 65HD | 11/03/20 | 11-20 | | | 144.66 | .00 | 144.66 |
| | | 11/18/20 | 05-21 | | | | | |
| 30057514- | 2 MTP- 78 DT | 11/03/20 | 11-20 | | | 274.31 | .00 | 274.31 |
| | | 11/18/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 418.97 | .00 | 418.97 |
| Check #: 050690 Check Date.: 11/18/20 Vendor I.D.: JER00 (JEREMY'S PEST STOMPERS) | | | | | | | | |
| 112202- | PEST CONTROL | 11/02/20 | 11-20 | | | 35.00 | .00 | 35.00 |
| | | 11/18/20 | 05-21 | | | | | |
| Check #: 050691 Check Date.: 11/18/20 Vendor I.D.: LIF01 (LIFE ASSIST) | | | | | | | | |
| 1048465- | YELLOW EMERGENCY BLANKET & ASPIRIN | 11/05/20 | 11-20 | A | | 13.89 | .00 | 13.89 |
| | | 11/18/20 | 05-21 | | | | | |
| Check #: 050692 Check Date.: 11/18/20 Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC) | | | | | | | | |
| 0024440- | CISCO SMARTNET 1YR. NBD 8X5 WARRANTY & MAINTENANCE | 10/21/20 | 11-20 | | | 70.00 | .00 | 70.00 |
| | | 11/18/20 | 05-21 | | | | | |
| Check #: 050693 Check Date.: 11/18/20 Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.) | | | | | | | | |
| 01313239- | CYLINDER RENTAL FOR SEPT 30, 2020 | 09/30/20 | 11-20 | A | | 38.00 | .00 | 38.00 |
| | | 11/18/20 | 05-21 | | | | | |
| 01316958- | CYLINDER RENTAL FOR OCT 31, 2020 | 10/31/20 | 11-20 | A | | 38.00 | .00 | 38.00 |
| | | 11/18/20 | 05-21 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 76.00 | .00 | 76.00 |
| Check #: 050694 Check Date.: 11/18/20 Vendor I.D.: NEC00 (NEC FINANCIAL SERVICES LLC) | | | | | | | | |
| 2354922- | PHONE SYSTEM | 11/07/20 | 11-20 | | | 562.97 | .00 | 562.97 |
| | | 11/18/20 | 05-21 | | | | | |

| Invoice No | Description | Invoice | | Actual Period | Discount G/L | Account No | Gross Amount | Discount Amount | Net Amount |
|---|---|----------|-----------|---------------|--------------|------------|--------------|-----------------|------------|
| | | Date | Fiscal Tm | | | | | | |
| Check #: 050695 Check Date.: 11/18/20 Vendor I.D.: NOR18 (NORTHERN CALIF. GLOVES) | | | | | | | | | |
| 533808- | LATEX PF HIRISK 15M L/XL GLOVES | 10/22/20 | 11-20 | | | | 416.13 | .00 | 416.13 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050696 Check Date.: 11/18/20 Vendor I.D.: NOR43 (ACCESS) | | | | | | | | | |
| 8445882- | 40" SECURITY CONSOLES | 10/31/20 | 11-20 | | | | 67.39 | .00 | 67.39 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050697 Check Date.: 11/18/20 Vendor I.D.: PGE01 (PG & E) | | | | | | | | | |
| 177355379- | UTILITY-ELECTRI | 11/03/20 | 11-20 | A | | | 63.47 | .00 | 63.47 |
| | | 11/18/20 | 05-21 | | | | | | |
| 443425287- | UTILITY-ELECTRI | 11/04/20 | 11-20 | A | | | 9810.10 | .00 | 9810.10 |
| | | 11/18/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 9873.57 | .00 | 9873.57 |
| Check #: 050698 Check Date.: 11/18/20 Vendor I.D.: RAY03 (RAY MORGAN COMPANY) | | | | | | | | | |
| 3117681- | WATER SYSTEM CN16151-01 | 10/20/20 | 11-20 | A | | | 63.28 | .00 | 63.28 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050699 Check Date.: 11/18/20 Vendor I.D.: SAF03 (SAFETY TIRE SERVICE) | | | | | | | | | |
| 45485- | GOLF CART | 10/05/20 | 11-20 | | | | 91.01 | .00 | 91.01 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050700 Check Date.: 11/18/20 Vendor I.D.: TUR01 (TURF STAR, INC.) | | | | | | | | | |
| 714664900- | COVER, GASKET AND V-BELT | 11/05/20 | 11-20 | | | | 211.56 | .00 | 211.56 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050701 Check Date.: 11/18/20 Vendor I.D.: USB02 (US BANK) | | | | | | | | | |
| 427359682- | EQUIP. MAINT. | 10/26/20 | 11-20 | | | | 741.96 | .00 | 741.96 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050702 Check Date.: 11/18/20 Vendor I.D.: WIL17 (WILLDAN) | | | | | | | | | |
| 00713231- | KAREN MANTELE PROJECTS EMPLOYEE TIMESHEET | 10/24/20 | 11-20 | | | | 7159.39 | .00 | 7159.39 |
| | | 11/18/20 | 05-21 | | | | | | |
| Check #: 050703 Check Date.: 11/18/20 Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.) | | | | | | | | | |
| 230400- | SCOTCH BRITE AND BUG SPONGE | 11/09/20 | 11-20 | A | | | 5.66 | .00 | 5.66 |
| | | 11/18/20 | 05-21 | | | | | | |
| 238214- | SPONGE, SANDPAPER, HOT STEMS AND COLD STEMS | 11/05/20 | 11-20 | A | | | 57.14 | .00 | 57.14 |
| | | 11/18/20 | 05-21 | | | | | | |
| 239215- | MASTER LOCK | 11/09/20 | 11-20 | A | | | 25.63 | .00 | 25.63 |
| | | 11/18/20 | 05-21 | | | | | | |
| 243281- | GLOVES | 11/07/20 | 11-20 | A | | | 20.37 | .00 | 20.37 |
| | | 11/18/20 | 05-21 | | | | | | |
| ** Vendor's Subtotal -----> | | | | | | | 108.80 | .00 | 108.80 |
| Check #: 050704 Check Date.: 11/18/20 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE) | | | | | | | | | |
| 061633- | PADLOCK BRASS & LANYARD | 11/09/20 | 11-20 | | | | 10.69 | .00 | 10.69 |
| | | 11/18/20 | 05-21 | | | | | | |
| ** Total Checks Paid -----> | | | | | | | 39143.23 | .00 | 39143.23 |



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD NOVEMBER 10, 2020

Meeting audio is available at the City of Willows website. This is not a live feature. Audio recordings are posted the succeeding business day following the scheduled City Council Meeting.
Please visit www.cityofwillows.org for free PodBean recordings.

1. Mayor Warren called the meeting to order at 7:00 p.m.
2. The meeting opened with the Pledge of Allegiance led by Council Member Mello.

3. Roll Call:

Council Members Present: Council Members Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

Council Members Absent:

Staff Present: Interim City Manager Wayne Peabody and City Clerk Tara Rustenhoven

GCSO Staff: Sheriff Richard Warren

4. Public Comment/ Written Communications: No public comments or written communications.

5. Consent Agenda:

- a. Approval of direct deposit check registers & payroll checks Z44497-Z44520, 38754-38759 and 38761-38766.
- b. Approval of minutes of the Regular City Council Meeting held on October 27, 2020.
- c. Approve the cancellation of the December 22, 2020 City Council Meeting.

Action:

Motion: Vice Mayor Domenighini/Second: Council Member Hansen

Moved to approve the Consent Agenda as presented above and the following item(s).

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

6. Regular Business Agenda/Items Requiring Council Action:

- a. Adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A CANNABIS BUSINESS LICENSE FOR ELEMENT 7 WILLOWS, LLC TO ALLOW A RETAIL COMMERCIAL CANNABIS DISPENSARY FOR PROPERTY LOCATED AT 102 HARVEST DRIVE ASSESSORS PARCEL NUMBER 017-350-005.**

Action:

Motion: Council Member Mello/Second: Council Member Hansen

Moved to adopt a resolution entitled; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A CANNABIS BUSINESS LICENSE FOR ELEMENT 7 WILLOWS, LLC TO ALLOW A RETAIL COMMERCIAL CANNABIS DISPENSARY FOR PROPERTY LOCATED AT 102 HARVEST DRIVE ASSESSORS PARCEL NUMBER 017-350-005.

The motion passed unanimously 3/2 carried by the following roll call vote:

AYES: Mello, Hansen, Mayor Warren

NOES: Flesher, Vice Mayor Domenighini

ABSENT:

ABSTAIN:

7. Council/Staff Reports/Comments:

a. Staff Reports/Comments:

- It will be raining soon, so please try to stay off the fields as if does damage them.
- The leaf truck is out and about so please be patient.
- Sheriff Warren gave an update on the stats; they were relatively the same as the previous month. There was a slight change due to the homicide that took place over the weekend.

b. City Council Reports Comments: Council gave comments/reports on activities and various meetings they attended.

8. Closed Session

a. PUBLIC COMMENT: Pursuant to Government Code Section §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.

b. Public Employee Appointment (CA Gov. Code § 54957) Title: Administrative Services Director.

Capitalize Public Employee Appointment

Council recessed into closed session 7:13 p.m.

Council reconvened into closed session at 7:35 p.m.

Announcement of any action taken into closed session:

Mayor Warren reported no reportable action.

9. Adjournment:

The Meeting was adjourned at 7:35 p.m.

Dated: November 11, 2020

Tara Rustenhoven, City Clerk



REGULAR BUSINESS

AGENDA ITEM

November 24, 2020

TO: Honorable Mayor Warren and Members of City Council
FROM: Wayne Peabody, Interim City Manager
SUBJECT: Consideration and approval of a consultant services contract to prepare Housing Element Update

RECOMMENDATION

Adopt the attached resolution granting authority to the Interim City Manager to sign a contract with Housing Tools for preparation of a Housing Element Update for the City of Willows

GRANT SUMMARY BACKGROUND

On January 27, 2020, the State of California, Department of Housing and Community Development (HCD)/Division of Housing Policy Development (HPD) underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05, announced the release of a 2020 NOFA (Notice of Funding Availability) for approximately \$119,040,000.

LEAP is made available as a portion of the Local Government Planning Supports Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019)). The program provides funding to jurisdictions for the preparation and adoption of planning documents, with the over-arching goals of the Program to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the RHNA. Eligible activities must demonstrate an increase in housing related planning activities and facilitate housing production.

The LEAP program is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-2020 Budget Act. The ACT provides a spectrum of support, incentives, resources, and accountability to meet California's housing goals. This Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. Based upon the City's population size of less than 20,000, the maximum award amount is \$65,000. The deadline to apply for funding under this Program was July 1, 2020 with a grant expenditure deadline of December 31, 2023.

In May of 2020, the City Council approved a resolution to submit an application on behalf of the City of Willows, under the 2020 NOFA for the Local Early Action Planning Grants Program (LEAP) under the State Department of Housing and Community Development, Division of Housing Policy Development. This application was submitted on May 28, 2020.

On September 2, 2020, the City was notified by letter that they have been approved for funding for the full amount of the grant request. On November 17, 2020 a Standard Agreement was sent to the City for signature.

HOUSING ELEMENT UPDATE

The policy in the past for the City of Willows regarding preparation of its Housing Element Updates, was to issue an RFP (Request for Proposals) to qualified consultant services to prepare this State required document. In the past number of update cycles, funding has been procured using CDBG grant funding. Earlier this year the City

was notified by the Housing Policy Division/RHNA that the Housing Element was to be updated by June 21, 2021. Now that date has been changed to November 30, 2021. Staff immediately contacted HCD regarding preparation of a CDBG grant application for funds to prepare this Update. Staff was made aware that the City was not eligible for these funds, as our targeted income group figures were better than in previous years, 52% vs 39%, which the lower percentage did not allow the jurisdiction the ability to apply for these funds.

The City turned to the Housing Policy Division and was made aware of the LEAP funding that had just been made available for this type of housing planning project, and could be used to update the Housing Element, as it meets the goals of the Program. That is when Staff brought to the Council in May a resolution to apply for these grant funds, which now the City has been approved for funding, by way of the September 2, 2020 award letter. On November 17, 2020, the City was sent the Grant Standard Agreement, which has now been signed and returned to HCD for their signatures.

With the assistance of Housing Policy Division staff, City Staff prepared an RFP for consultant services to prepare a Housing Element Update. The RFP was distributed on April 20, 2020 and sent to seven (7) consultants for contract services. Responses for the RFP were received from two firms: MG Inc, and Housing Tools. The City now desires to initiate a services agreement so the consultant can begin the Update process. Staff contacted the State regarding a possible extension of the November 2021 due date for the Update, as the City has been waiting on the State to move forward with the award of the LEAP grant, as the consultant services funding for the Update is tied to the LEAP funds. Staff was told that no extension could be granted, therefore the need to proceed with the work is imperative to meet the deadline.

FINANCIAL CONSIDERATIONS

None at this time as funding is contingent on the LEAP program funds made available through the State Department of Housing & Community Development (HCD)/Division of Housing Policy Development.

RECOMMENDATION

Staff is recommending the Council receive the staff report, open the Public Hearing, discuss and provide comment, close the Public Hearing and if appropriate, adopt the draft resolution granting authority to the Interim City Manager to sign a consultant services contract with Housing Tools for the preparation of a Housing Element Update.

Respectfully submitted,



Wayne Peabody, Interim City Manager

Attachments:

1. Draft City Council Resolution
2. Award letter
3. Consultant Contract

CITY OF WILLOWS

COUNCIL RESOLUTION NO. ___-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND ACT ON THE CITY'S BEHALF IN ALL MATTERS PERTAINING TO THE CONSULTANT SERVICES AGREEMENT WITH HOUSING TOOLS AND ANY OTHER DOCUMENTS RELATED TO THE LEAP GRANT FUNDS

WHEREAS the City of Willows received approval from HCD on September 2, 2020 for grant funds under the 2020 Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05, and,

WHEREAS the LEAP grant funds are eligible to be used for the preparation and adoption of planning documents, such as Housing Element Updates, and,

WHEREAS the City of Willows is required under the 6th cycle to update the Housing Element of the City of Willows General Plan; and

WHEREAS the City of Willows has selected a consultant to prepare the required Housing Element Update, chosen by an RFP process, with contract to not exceed \$52,000.

NOW, THEREFORE, BE IT RESOLVED by the Willows City Council as follows:

1. Wayne Peabody Interim City Manager, is hereby authorized and appointed to execute any and all documents related to the contract between Housing Tools and act on the City's behalf in all matters pertaining to this service agreement.

PASSED, APPROVED AND ADOPTED by the Willows City Council, this 24th day of November 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED

ATTESTED:

Kerri Warren, Mayor

Tara Rustenhoven, City Clerk

GRANT AWARD LETTER

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 2, 2020

Wayne Peabody
Interim City Manager
City of Willows
201 North Lassen Street
Willows, CA 95988

RE: 2020 Local Early Action Planning (LEAP) Grants Program Award

Dear Wayne Peabody:

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Willows has been approved for funding under the Local Early Action Planning Grants Program (LEAP Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on January 27, 2020, meets LEAP Program requirements. This letter constitutes a conditional commitment of an award in the amount of \$65,000.

The LEAP Program reflects the state's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards for the preparation and adoption of planning documents, process improvements that accelerate housing production, and to facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of the Standard Agreement for fund distribution. For further information, please contact Fidel Herrera, of our staff, at (916) 263-7441 or at fidel.herrera@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gustavo Velasquez".

Gustavo Velasquez
Director

CONSULTANT AGREEMENT

**PUBLIC AGENCY AGREEMENT
HOUSING TOOLS
HOUSING ELEMENT UPDATE PROJECT**

CONSULTING SERVICES

AGREEMENT

This Agreement is made and entered into this ___ day of ___ 2020 by and between the City of Willows a California Municipal Corporation, 201 North Lassen Street, Willows California, 95988, hereinafter referred to as "Agency", and Housing Tools, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the Agency is in need of professional consulting services associated with preparation of a Housing Element Update Project; and

NOW, THEREFORE, Agency and Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF SERVICES

The services to be performed under this Agreement (the "Services") to include, an Update to the City of Willows Housing Element for the sixth cycle planning period in accordance with all current State Housing Element Laws, any environmental documentation, and including the project task list within the RFP.

TERM

The Agreement term will commence on ____, 2020 and expire upon completion of the tasks listed in the RFP for Housing Element Update services (Exhibit A), unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

PAYMENT TERMS AND NOT TO EXCEED AMOUNT

Agency agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the Agency and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the Agency's obligation to pay the Consultant under this Agreement exceed \$52,000, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to Agency during normal business hours upon reasonable notice.

TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from Agency.

INDEPENDENT CONTRACTOR

Consultant and Agency agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the Agency. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the Agency.

SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the Agency. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the Agency.

STANDARD OF PERFORMANCE

Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in a substantial, first-class manner. Consultant will comply with federal, state and local laws applicable to performance of the Services.

INDEMNITY

Consultant agrees to indemnify, defend with counsel acceptable to Agency, and hold harmless Agency and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Agency. Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the definition of California Civil Code Section 2783, as amended from time to time, such indemnity shall not include Liability for the active negligence of Agency employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Agency, Consultant shall indemnify, defend, and hold harmless the Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its agency.

INSURANCE

Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the Agency certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the Agency.

Consultant must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against the Agency and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

- a. Agency and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage may contain no special limitations on the scope of protection afforded to Agency or its officials, officers, employees, agents, or volunteers.
- c. Required insurance coverage must be primary insurance with respect to the Agency and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the Agency may be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to Agency and its officers, employees, agents, and volunteers.
- e. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering errors and omissions and containing a cross liability or severability of interest clause acceptable to the Agency. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

All insurance required under this Agreement must be placed with insurers with a Bests' rating of no less than A:VII unless otherwise approved by the Agency.

The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency interests are otherwise fully protected.

NON DISCRIMINATION

During the performance of this Agreement, the Consultant and its Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. Consultants and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultants and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. Consultant and it

Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

BUSINESS LICENSE

Before the Agency will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire at their sole expense a business license from the Agency in accordance with Chapter 5.04 of the Agency Municipal Code. Such licenses must be kept valid throughout the Agreement term.

OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All reports, and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the Agency. Any modification or reuse of such documents by the Agency without Consultant's prior written consent will be at the Agency's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the Agency.

TERMINATION AND REMEDIES

Agency may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. Agency shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

If Consultant materially breaches any term of this Agreement, in addition to any other remedies the Agency may have at law or equity, the Agency may:

- a) Terminate the Agreement by notice to the Consultant specifying the termination effective date;
- b) Retain, and/or recover from the Consultant at no additional cost to the Agency, the reports and work products prepared by Consultant, whether or not completed;
- c) Complete the unfinished Services itself or have the unfinished Services completed, and/or;
- d) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon Agency, Consultant, and their successors. Except as otherwise provided herein, neither Agency nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

REPRESENTATIVES

The Agency representative for purposes of this Agreement will be Wayne Peabody, Interim City Manager for City of Willows. The Consultant representative for purposes of this Agreement will be James Coles. The parties designated representative will be the primary contact person regarding the performance of the Services. The parties intend that their designated representative will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the Agency.

CONFLICT OF INTEREST PROHIBITION

Agency and Consultant will comply with the requirements of the Agency's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement.

The Consultant may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the Agency and to provide any necessary and appropriate information requested by the Agency or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any Agency official, officer or employee in performance of the Services, nor may any official, officer or employee of the Agency have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Consultant was an employee, agent, appointee, or official of the Agency in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the Agency for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Agency reserves all its rights and remedies at law and equity concerning any such violations.

RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the Consultant, Subcontractors and the Agency shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the Agency, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

APPLICABLE LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement.

RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this ____ day of ____, 2020.

AGENCY

CONSULTANT

By: _____

By: _____

Interim City Manager

Housing Tools _____

ATTEST:

By: _____
Tara Rustenhoven, City Clerk

AGENDA ITEM

TO: Mayor Warren and City Council
FROM: Wayne Peabody-Interim City Manager
SUBJECT: Contract-Audit Services

RECOMMENDATION

By Motion, Approve the Contract for Audit Services with Marcello & Company, CPA for one additional year (FYE June 30, 2020) with cost of services not to exceed \$29,000 for FYE June 30, 2020 and authorize the Interim City Manager to sign the contract.

SITUATION (or BACKGROUND):

Staff is requesting that we contract for audit services with Marcello & Company, CPA. Mr. Seiler was to provide this service for the City of Willows. Due to staff changes within the City of Willows. Mr. Seiler is being shifted to commence the year end close out reports for the City for FYE 06/30/2019.

City staff has reached out to Multiple agencies to request cost and availability. Unfortunately, we have found most agencies were not accepting new clients, Mr. Seiler provide Contact information for Ralph Marcello. While in communications with Mr. Marcello staff has found the company provides audit service for neighboring communities and is familiar with the MOM's software system.

Staff furthers believes that with Mr. Seiler closing the books and familiarity with the City and Mr. Marcello. That this transition will be simpler and possibly more cost effective.

NOTIFICATION

Roy R. Seiler, CPA
Marcello & Company, CPA

ALTERNATE ACTIONS

Decline Audit Contract

Request additional Information

RECOMMENDATION

By Motion, Approve the Contract for Audit Services with Marcello & Company, CPA for one additional year (FYE June 30, 2020) with cost of services not to exceed \$29,000 for FYE June 30, 2020 and authorize the Interim City Manager to sign the contract.

Respectfully submitted,



Wayne Peabody
Interim City Manager

Attachment

Audit Services Engagement letter

Peer Review Report

MARCELLO & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

Post Office Box 60127 / Sacramento, California 95860-0127

November 17, 2020

City Hall – Willows
Attention: City Manager
201 North Lassen Street
Willows, California 95988

RE: 2020 Audit Engagement Letter

We are pleased to confirm our understanding of the services we are to provide the City of Willows for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Willows as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Willows' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. As part of our engagement, we will apply certain limited procedures to the City of Willows' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budget to Actual Comparisons - Major Funds
3. GASB Statement No. 68 Required Supplementary Information
4. GASB Statement No. 75 Required Supplementary Information

In the event that you do not prepare the MD&A, we will modify our auditor's opinion to include a paragraph stating the following:

"The City of Willows has not presented management's discussion and analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements."

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including

comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Nonmajor Governmental Funds - Combining Balance Sheets
2. Nonmajor Governmental Funds - Combining Statements of Revenue, Expenditures, and Change in Fund Balances

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express an opinion. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Willows City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters, known as the *Management Representations Letter*.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we may perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City of Willows in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform this service in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Marcello & Company CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California State Controller Office (Regulator) or its designee, or applicable Federal agencies. We will notify you of any request. If requested, access to such audit documentation will be provided under the supervision of Marcello & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies of information contained therein to others, including other government agencies.

We expect to begin our audit in January or February 2021 and to issue the draft report approximately 45 days later or when all issues have been resolved. Ralph Marcello is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses is estimated as follows:

| | |
|---|------------------|
| Financial Audit of the City | \$ 24,000 |
| Assist in preparation of the financial report | 1,000 |
| GASB 68 procedures - not to exceed | 2,000 |
| GASB 75 procedures - not to exceed | 2,000 |
| Travel, lodging, PDF financial statement | <u>included</u> |
| Total | <u>\$ 29,000</u> |

The above fee is based upon the following prerequisites:

1. The complete and fully adjusted year-end Trial Balance should be prepared and delivered to the auditor on the first day of fieldwork. "Fully adjusted" refers to the recording of fiscal year end receivables, payables, depreciation and capital asset adjustments.
2. Due to current virus concerns, we ask that you send us the 2020 Trial Balance before field work begins, by US Mail.
3. Upon our arrival to perform field work, all requested documents, schedules, bank statements and invoices shall be retrieved from their files and ready for us at 9am on the morning of the first day of field work.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Such unexpected circumstances might include, for example, a greater than expected risk of material misstatement due to fraud. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additional fees are calculated at a reduced governmental rate of \$150 per hour in conjunction with an audit engagement contract plus additional out-of-pocket costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2016 peer review report is attached.

Financial Statement Report and Timing

- Field work is tentatively scheduled to begin in January or February of 2021.
- Preparation of the financial statement PDF report will be the responsibility of the auditor.
- Preparation of Management's Discussion and Analysis (MD&A) and other Required Supplementary Information (RSI) will be the responsibility of the City.
- Preparation of all State Controller Office reports will be the responsibility of the City.
- If required, this engagement letter will serve as the City's agreement with the Auditor to perform a Compliance Audit of Federal Grant Award money (also known as a *Single Audit*) at an additional

audit fee of \$9,000 for the first major program/cluster; and if required, additional major programs/clusters are generally \$4,500 each.

We appreciate the opportunity to be of service to the City of Willows and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Marcello & Company CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Willows.

By _____

Title _____

Date _____



www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

June 5, 2017

To Marcello & Company, CPAs and the Peer Review
Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Marcello & Company, CPAs (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Marcello & Company, CPAs in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Marcello & Company, CPAs has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

AGENDA ITEM

TO: Mayor Warren and City Council
FROM: Wayne Peabody-Interim City Manager
SUBJECT: Human Resource Management Service Contract

RECOMMENDATION

By Motion, Approve the Contract for Human Resources Services with Regional Government Services with cost of services not to exceed \$25,000 and authorize the Interim City Manager to sign the contract.

SITUATION (or BACKGROUND):

With the leaving of the Administrative Service Department, we have reevaluated the task that once were performed within that department and have realized the workload was very overloaded.

Human Resource Management holds a great significance in the growth and overall development of the organization. Some of the primary function of the Human Resource include job design and job analysis, recruitment/hiring, training and development, compensation and benefits, performance management, managerial relations, labor relations and Health and safety regulations.

Staff believes that contracting this service will help streamline this function. We will have the ability to focus more on our relevant management and functions within departments. We believe that RGS will be able to help declutter and modernize the HR system and files.

NOTIFICATION

WPSA
WEA
Ma mangement Staff

ALTERNATE ACTIONS

Request additional Information
Modify the request
Deny the request to contract for services

RECOMMENDATION

By Motion, Approve the Contract for Human Resources Services with Regional Government Services with cost of services not to exceed \$25,000 and authorize the Interim City Manager to sign the contract.

Respectfully submitted,



Wayne Peabody
Interim City Manager

Attachment:
Regional Government Service Contract for Service



RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 16th day of November 2020, by and between the **CITY OF WILLOWS** a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination. Services shall commence on or about November 16, 2020, and this Agreement is anticipated to remain in force to December 31, 2022, at which time services may continue on a month-to-month basis until one party terminates the Agreement, or if Exhibit A contains a “not to exceed” amount, until that amount of charges has been reached, at which point the Parties shall either amend or terminate this Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.
- 5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Loss Occurrence Coverage. RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. The MIC Memorandum of Coverage (MOC) is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the MIC to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all MOC at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits,

qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire

Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a defined benefit pension Plan, or Social Security) or (“Retirement Program”), it is possible that the Retirement Plan may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Retirement Program initiates an inquiry that includes examination of whether individuals providing services to Agency are Agency’s employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. Agency and RGS shall cooperate to determine the manner of responding to the inquiry and what, if any, documents to provide.
- c. In the event that the Retirement Program makes a finding that one or more RGS employees are employees of Agency, Agency shall promptly inform RGS and share all communications and documents from the Retirement Program that it may legally share. RGS and Agency shall cooperate in determining how to respond to the Retirement Program, including but not limited to whether and how to make any corrections described by the Retirement Program.
- d. RGS and Agency each reserves the right to file an appeal of the Retirement Program’s finding that an RGS employee is an employee of Agency and should be registered with the Retirement Program as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an appeal of such a finding, if Agency does not itself file an appeal. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in pursuit of the action.
- e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an appeal or court challenge. In the event that (1) Retirement Program finds that an RGS employee is an employee of Agency and should be registered in the Retirement Program as an employee of the Agency; (2) Retirement Program finds that a payment is required to register the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those findings or the payment is upheld in a final appeal or court decision, RGS’ obligation for any payments to Agency for Retirement Program benefits

shall be limited to 50% of the employer's share of those payments that Agency may be required to pay.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: City of Willows
201 N. Lassen Street
Willows, CA 95988

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____
Wayne Peabody, City Manager / Fire Chief

DATED: _____

Regional Government Services Authority

By: _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
 PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

| NAME | EMAIL |
|--|------------------------------|
| Katie Childress, Admin Finance Analyst | kchildress@cityofwillows.org |

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

| NAME | EMAIL |
|--|------------------------------|
| Katie Childress, Admin Finance Analyst | kchildress@cityofwillows.org |

RGS STAFF

| CLASSIFICATION | HOURLY RATE* |
|--------------------------------|----------------|
| Chief Operating Officer | \$135 to \$220 |
| Deputy Chief Operating Officer | \$130 to \$195 |
| Senior/Lead Advisor | \$125 to \$190 |
| Advisor | \$115 to \$160 |
| Project Advisor | \$105 to \$125 |
| Project Coordinator | \$85 to \$120 |
| Technical Specialist | \$75 to \$115 |

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed of \$25,000 for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions as described below:

1. Provide ongoing Human Resources Management services including —
 - 1.1. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - 1.2. Conduct recruitments as requested and design selection processes and instruments to be used.
 - 1.3. Employee and retiree benefit program support; including open enrollment.
 - 1.4. Interpret and explain human resources policy and procedures, and regulations to City departments, managers and employees.
 - 1.5. Update human resources policies as needed to ensure legal compliance, transparency and best practices.
 - 1.6. Provide assistance to City departments in resolving human resources issues, recommending and assisting in implementing corrective courses of action.
 - 1.7. Coach or train managers and supervisors on policies and implementation, prepare educational and informational and procedural documents, and participate in implementation meetings as needed.
 - 1.8. Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
 - 1.9. Review of classification descriptions and FLSA designation and update as needed.
 - 1.10. Conduct comparative and/or analytical studies of job classifications and compensation.
 - 1.11. Draft specific documentation relevant to resolving a range of personnel issues; coach supervisors on conducting sensitive personnel conversations.
 - 1.12. Monitor and manage medical leaves of absence, modified returns-to-work, and other illness/injury/disability issues as needed from initial injury through return to work or separation from employment; ensuring correct communications to all parties, and creating appropriate documentation.
 - 1.13. Update HR systems documentation for current best practices.
 - 1.14. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.

2. RGS Advisor(s) will —
 - 2.1. Be reasonably available to perform services during the normal work week.
 - 2.2. Perform the functions as assigned by the RGS Lead Advisor.
 - 2.3. Be reasonably available to perform the services during the normal work week.
 - 2.4. Work will be performed remotely and on-site. RGS advisors may only be on-site with the authority of the RGS Lead Advisor.
 - 2.5. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate agency project manager and with the RGS advisors.
 - 2.6. Perform other duties as are consistent with the services described herein and approved by the RGS Lead Advisor.
 - 2.7. In addition, at the discretion of the Lead Advisor, other RGS staff may assist to add capacity or functional expertise to specific projects and activities.
3. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
 - 3.1. The hourly bill rate does not include mark-up for direct external costs which will be invoiced to the Agency at cost.
 - 3.2. In the event that assigned RGS Advisor and the Agency agree that RGS' personnel's attendance at an onsite visit or event is essential, travel time to/from the Agency will be billed at Advisor's hourly rate.
4. Projects and activities may be modified on request of the City.

AGENDA ITEM

TO: City Council Members, Wayne Peabody, Interim City Manager

FROM: David G. Ritchie, City Attorney

SUBJECT: Consideration to adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A RECORDS RETENTION POLICY AND RELATED RETENTION SCHEDULES.

RECOMMENDATION

By Motion, Adopt Council Resolution No. _____ approving the City's Records Retention Policy and Schedules

BACKGROUND

A variety of different Federal and State Laws and Regulations require the City to retain documents and other records for specified periods of time that vary according to the type of record and category.

The City currently follows these laws and regulations in distributed fashion, however no central Policy statement provides a comprehensive resource for staff that clearly outlines:

- What records are required to be retained
- The duration of retention of the original and/or copies of such records
- The medium in which those records should be or may be stored
- The procedure for destruction of records or copies thereof once the retention period has expired
- What conditions can arise that require an extension of the retention period

This Records Retention Policy is intended to provide guidance for staff in the above and to set out specific retention periods for each type of record the City typically stores. The policy is not intended to replace any statutory or regulatory requirements, but instead to gather those requirements into one centralized location to avoid an oversight that could result in a loss of documents that are necessary to retain. As such, the policy is subordinate to any statutory requirements imposed upon the City and is subordinate to any newly imposed statutory or regulatory retention requirements.

CITY OF WILLOWS

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING
A RECORDS RETENTION POLICY AND RETENTION SCHEDULES**

RESOLVED, by the City Council (the "Council") of the City of Willows (the "City"), Glenn County, State of California, as follows:

WHEREAS, numerous sections of California and Federal Law and Regulations impose requirements on public agencies such as the City to retain records in specified formats for specified lengths of time; and,

WHEREAS, the City currently follows those variety of laws and regulations in the management of it's records and documents for compliance purposes but also for purposes of responding to requests for such documents and records when complying with requests under the California Public Records Act (CPRA); and,

WHEREAS, the City has not previously collected the specific requirements for retention schedules, centrally organized by type of record into a single set of schedules under a policy statement that dictates when and for how long each shall be maintained, when and how they may be destroyed, and when those retention and destruction schedules must be suspended; and,

WHEREAS, the City has determined it is necessary and desirable to implement a policy governing the retention and destruction of City records;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. The above recitals are true and correct.

Section 2. The Records Retention Policy, in the form attached hereto as ATTACHMENT "A", is hereby adopted by the Council for the City. The Records Retention Policy has been developed to provide guidance period of time each category of records are to be retained, the process through which records may be destroyed, and to define when the City is required to refrain from destruction of records.

Section 3. The Records Retention policy includes and incorporates the specific retention schedules also adopted through this Resolution.

Section 4. In the event that any Federal or State Law or Regulation or change in any Federal or State Law or Regulation requires a longer retention period than is listed in the Records Retention policy or incorporated schedules, that Federal or State Law or Regulation shall supersede the policy.

Section 5. The City Manager, the Administrative Services Director, the City Clerk, City Attorney and other appropriate officials of the City are hereby authorized and directed to take any actions necessary to ensure the Records Retention Policy is implemented and followed by all employees of the City, and to submit any necessary updates to retention schedules for approval in a consolidated amendment biannually.

Section 6. This Resolution shall be effective upon adoption by the Council.

* * * * *

I, the undersigned City Clerk of the City of Willows, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the City Council of the City at a meeting thereof on the 24th day of November, 2020, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tara Rustenhoven City Clerk