



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
JANUARY 3, 2017 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phones.

ROLL CALL

Council Members: Turner – Hasness – Nagy – Mayor Pro Tem Oliveira - Mayor Oliveira

PRESENTATIONS

1. **Proclamation in Recognition of Ines Vierra Martin**
2. **Proclamation in Recognition of Frank Martin**

PUBLIC COMMENT

At this time, any person may comment on any item which is not on the agenda. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD. Action will not be taken on the topic unless deemed an urgency matter by a 3/5 vote of the City Council. Topics not considered an urgency matter may be referred to City staff and/or placed on a subsequent agenda for consideration, by a 3/5 vote of the City Council.

Members of the public, who have questions regarding a specific agenda item, may comment on that item before consideration of that item, when recognized by the Mayor.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless any member of the City Council wishes to remove an item for separate consideration.

Are there any items on the consent calendar that any member of the public would like to comment on?

3. **Minutes of the December 20, 2016 Regular Meeting**
Recommendation: Review and approve
4. **Warrants**
Recommendation: Review and approve

ADMINISTRATIVE AGENDA

5. **Consider Nomination and Election of Mayor Pro Tempore**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion nominate and elect a Mayor Pro Tem to serve a two year term*
6. **Consider City Manager Recruitment Process**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to select a process for the City Manager recruitment*

7. **Consider Authorizing Interim City Manager to Execute Amended Contract for Police Dispatch Services**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to authorize Interim City Manager to execute amended contract for dispatch services between the City of Gustine and the City of Livingston

8. **Consider Approving an Appropriation of Funds for New Portable Radios for Police Department**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion authorize an appropriation of funds from the Traffic Ticket fund for eight (8) new portable radios

9. **Consider Resolutions Authorizing Interim City Manager to Execute CalTrans Master and Program Supplemental Agreements**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to approve the resolution authorizing Interim City Manager to execute the CalTrans Master Agreement Administering Agreement
 4. Consider a motion to approve the resolution authorizing the Interim City Manager to execute the CalTrans Program Supplemental State Agreement for Federal Aid Projects

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

ADJOURNMENT

Note:

1. In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.

2. Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall located at 352 5th Street, Gustine, CA. Documents or writings received after the general distribution of the agenda are also available for inspection.

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 29th day of December, 2016, at or before 5:00 p.m.



Melanie Correa

CITY OF GUSTINE
Proclamation
IN RECOGNITION OF INES VIERRA MARTIN

Whereas, Ines Vierra Martin, a member of the Joaquin Vierra family, was born in Volta, California in 1924. She attended Romero school and graduated from Gustine High School in 1943 and;

Whereas, Ines Vierra Martin, a mother of five, supported her family by diligently working in many capacities including clerk at the Truck Stop in Santa Nella and Quick Stop, cook for the Los Banos Auction Yard and her daughter's restaurant, cook for a dairy where she also mended the other worker's clothing, and at one point she served as a caregiver and;

Whereas, Ines Vierra Martin, who speaks three different languages, served as a Migrant Aide for Gustine Elementary School for eleven years, while also babysitting for many Gustine families and;

Whereas, Ines Vierra Martin, while attending a Romero School reunion in 1979, met Frank Martin, whom she later married in 1983 and;

Whereas, Ines Vierra Martin, was a past member of the Gustine Young Ladies Institute, Catholic Daughters, and the Gustine and Los Banos Senior Citizens groups. She continues to work tirelessly as a member of the Gustine Historical Society serving as both Docent Coordinator and as Director Emeritus, and;

Whereas, the Gustine Historical Society will be honoring Ines Vierra Martin at the Gustine Museum at a ceremony on Sunday, January 8th, 2017 and;

Now therefore, I Melvin Oliveira, Mayor of the City of Gustine, do hereby proclaim that the many contributions and accomplishments of Ines Vierra Martin are to be celebrated on this date and further proclaim that, shared with her husband, January 8th, 2017 is Ines Vierra Martin Day in the City of Gustine.

Melvin Oliveira, Mayor

CITY OF GUSTINE
Proclamation
IN RECOGNITION OF FRANK MARTIN

Whereas, Frank Martin, was born in Gustine, California in 1921. He attended Romero school and graduated from Gustine High School in 1941 and;

Whereas, Frank Martin, joined the United States Army after graduating high school, where he was stationed in England and Germany while serving in World War II and;

Whereas, Frank Martin, when he returned to the United States, worked for thirty years as a foreman for a Fresno feed mill and;

Whereas, Frank Martin, while attending a Romero School reunion in 1979, met with a classmate he had not seen in fifty years, Ines Vierra Mattos, whom he later married in 1983 and;

Whereas, Frank Martin, who is an active member of Manuel M. Lopes American Legion Post 140, Our Lady of Miracles Catholic Church, and the Gustine Historical Society and;

Whereas, the Gustine Historical Society will be honoring Frank Martin at the Gustine Museum at a ceremony on Sunday, January 8th, 2017 and;

Now therefore, I Melvin Oliveira, Mayor of the City of Gustine, do hereby proclaim that the many contributions and accomplishments of Frank Martin are to be celebrated on this date and further proclaim that, shared with his wife, January 8th, 2017 is Frank Martin Day in the City of Gustine.

Melvin Oliveira, Mayor

**MINUTES OF
REGULAR MEETING
DECEMBER 20, 2016**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Pro Tem Oliveira called the meeting to order at 6:30 P.M. and conducted the pledge of allegiance.

ROLL CALL

Council Members: Anderson, Hasness, Nagy, Oliveira

Staff Present: Interim City Manager Steve Wright, Recreation Coordinator Tiffany Vitorino, Director of Community Services Kathryn Reyes, Finance Director Jami Westervelt, City Attorney Josh Nelson, Fire Chief Pat Borrelli, Police Chief Doug Dunford, and Deputy City Clerk Melanie Correa

PUBLIC COMMENT

There was no public comment.

CONSENT CALENDAR

- 1. Minutes of the December 6, 2016 Regular Meeting**
Recommendation: Review and approve
- 2. Warrants**
Recommendation: Review and approve
- 3. Treasurer's Report – November 2016**
Recommendation: Review and approve

Mayor Pro Tem Oliveira introduced the consent calendar. There was no public comment. Council member Anderson made a motion to approve the consent calendar. The motion was seconded by Council member Hasness, and carried 4-0 with Mayor Brazil absent.

PRESENTATIONS

- 5. Presentation of Plaque to Mayor Dennis Brazil**
 1. *Receive public comment*

Mayor Pro Tem Oliveira relayed that mayor Brazil was sorry to not be in attendance, and gave an update on Mayor Brazil's son, Kyle. He further reported that Mayor Brazil would be in attendance at a future meeting.

- 6. Presentation of Plaque to Council member Julie Anderson**
 1. *Receive public comment*

Mayor Pro Tem Oliveira presented the plaque to Council member Anderson, thanking her for her service.

Mayor Pro Tem invited City Manager Sean Scully to the podium. City Manager Scully expressed his gratitude to the Council, staff and the citizens of Gustine. Council each thanked Sean for his undying motivation and hard work.

Joanne Lamas, of Senator Cannella's office, presented certificates of recognition to City Manager Scully and Council member Anderson.

COUNCIL REORGANIZATION

7. Consider a Resolution Approving and Adopting the Registrar of Voters Canvass of the General Municipal Election

1. *Receive Staff Report*
2. *Receive public comment*
3. *Consider a motion to approve the Resolution*

Deputy City Clerk Correa presented the staff report. There was no public comment. Council member Anderson made a motion to approve the resolution approving and adopting the Registrar of Voters canvass and General Municipal Election. The motion was seconded by Council member Nagy, and carried 4-0 with Mayor Brazil absent.

4. Presentation of Plaque to Supervisor Deidre Kelsey

1. *Receive public comment*

Mayor Pro Tem Oliveira presented Supervisor Kelsey with the plaque. Supervisor Kelsey expressed her sentiments of gratitude. Fire Chief Borrelli thanked Supervisor Kelsey for her continued support of the Fire Department. Mike Gandy thanked Supervisor Kelsey for her support on behalf of the Gustine Chamber of Commerce.

8. Administer the Oath of Office and Seat Elected Officials

1. *Supervisor Deidre Kelsey to Administer the Oath of Office to:*
Mayor Elect: Mel Oliveira
Council Member: Joe Oliveira
Council Member: Craig Turner

Supervisor Kelsey administered the oath of office to Melvin Oliveira, Joe Oliveira and Craig Turner.

Supervisor Kelsey presented City Manager Scully with a certificate of recognition. City Manager Scully congratulated Mayor Oliveira and Council member Turner, and wished them luck.

ADMINISTRATIVE AGENDA

CITY DEPARTMENT REPORTS

Fire Chief Borrelli advised that he had nothing to report.

Police Chief Dunford advised that he had nothing to report.

Community Services Director Reyes advised that she had nothing to report.

Recreation Coordinator Vitorino advised that he had nothing to report.

Finance Director Westervelt advised that she had nothing to report.

CITY MANAGER REPORT

Interim City Manager Wright reported that while he had nothing to report this meeting, the next regularly scheduled meeting would be busier. He also wished everyone a Merry Christmas.

CITY COUNCIL REPORTS

Council member Hasness congratulated Mayor Oliveira and Council member Turner. She reported on a wonderfully executed Christmas in the Park event. She further congratulated the Gustine Lions Club on the success of their food and toy drive. She advised on her attendance with Council member Nagy at the Congressman Gray and Senator Cannella reception, the MCAG holiday mingle for Marjie Kirn, and the Division Meeting for League of California Cities. Lastly, she wished everyone a Merry Christmas and a Happy New Year.

Council member Nagy wished everyone a Merry Christmas and a Happy New Year.

Council member Turner welcomed Interim City Manager Wright aboard and relayed that he was sorry to see City Manager Scully go. He welcomed Mayor Oliveira and wished everyone a Merry Christmas and Happy New Year.

Mayor Pro Tem Oliveira wished everyone a Merry Christmas a Happy New Year.

Mayor Oliveira advised how humbled he was to be elected Mayor. He wished everyone a Merry Christmas and a Happy New Year.

CLOSED SESSION

ADJOURNMENT

Council member Turner made a motion to adjourn the meeting. The motion was seconded by Council member Nagy. The meeting adjourned at 7:15 P.M.

ATTEST:

CITY CLERK

MAYOR OLIVEIRA



Warrant List

By Vendor Name

Post Dates 12/21/2016 - 01/03/2017

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634986831	42140	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	6.08
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	12.77
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	24.92
ARAMARK UNIFORM SERV	635001112	42140	PW UNIFORMS	5.47
Vendor ARAMARK UNIFORM SERVICES INC Total:				77.18
Vendor: AT&T CALNET 3				
AT&T CALNET 3	000008982253	42141	TELEPHONE SERVICE 9391	111.52
AT&T CALNET 3	000008982253	42141	TELEPHONE SERVICE 9391	1,115.22
AT&T CALNET 3	000008982253	42141	TELEPHONE SERVICE 9391	446.09
AT&T CALNET 3	000008982253	42141	TELEPHONE SERVICE 9391	446.09
AT&T CALNET 3	000008982253	42141	TELEPHONE SERVICE 9391	111.52
Vendor AT&T CALNET 3 Total:				2,230.44
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	24235	42142	PUMP REPAIRS/ WATER	214.92
Vendor BAKER SUPPLIES AND REPAIRS Total:				214.92
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	786190	42143	ATTORNEY NON-RETAIN	1,156.41
BEST BEST & KRIEGER	786191	42143	ATTORNEY RETAINER	3,184.00
Vendor BEST BEST & KRIEGER Total:				4,340.41
Vendor: BLUELINE RENTAL LLC				
BLUELINE RENTAL LLC	37677830001	42144	SCAFFOLDING	383.58
BLUELINE RENTAL LLC	37677830001	42144	SCAFFOLDING	383.58
BLUELINE RENTAL LLC	37677830001	42144	SCAFFOLDING	395.19
BLUELINE RENTAL LLC	37910420001	42144	LIGHT TOWER RENTAL / C	185.48
Vendor BLUELINE RENTAL LLC Total:				1,347.83
Vendor: BYRON FAULDER				
BYRON FAULDER	JANUARY 2017	42145	LEASE AGREEMENT	83.33
BYRON FAULDER	JANUARY 2017	42145	LEASE AGREEMENT	83.34
BYRON FAULDER	JANUARY 2017	42145	LEASE AGREEMENT	83.33
Vendor BYRON FAULDER Total:				250.00
Vendor: CENTRAL SAN JOAQUIN VALLEY RMA				
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	131.08
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	262.15
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	203.17
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	157.29
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,010.50
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	14,287.27

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,310.76
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	65.54
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	786.46
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,010.50
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	465.32
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,010.50
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	203.17
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,010.50
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	131.08
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,343.53
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	32.77
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,310.76
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	65.54
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	131.08
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,055.16
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	26.22
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	104.86
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,010.50
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	58.98
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	117.97
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	419.44
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	2,123.43
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	2,526.24
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	393.23
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	91.75
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	3,702.89
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	406.34
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	1,730.20
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	2,526.24
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	393.23
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	39.32
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	5,243.03
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	65.54
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	799.56
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	157.29
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	65.54
CENTRAL SAN JOAQUIN V	RMA-2017-0131	42146	RMA WORKERS' COMP/LI	131.07
Vendor CENTRAL SAN JOAQUIN VALLEY RMA Total:				48,117.00
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	0653064	42147	PD NOVEMBER 2016	70.00
Vendor CITY OF GUSTINE Total:				70.00
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7155	42148	NOVEMBER 2016 BUILDIN	3,612.51
Vendor CSG CONSULTING - PRECISION Total:				3,612.51
Vendor: DAVID JAMES FRANCIS				
DAVID JAMES FRANCIS	1066	42149	BULBS/ AIRPORT	226.99
DAVID JAMES FRANCIS	1067	42149	PARK STREET LIGHT	422.49
Vendor DAVID JAMES FRANCIS Total:				649.48
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	008050	42150	PD OIL CHANGE	47.60
Vendor DEPOT GARAGE INC Total:				47.60
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	79291	42151	LIGHT REPAIR	445.51

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
E & M ELECTRIC CO.	79842	42151	STREET LIGHT REPAIR	347.48
			Vendor E & M ELECTRIC CO. Total:	792.99
Vendor: FAR WEST LABORATORIES, INC.				
FAR WEST LABORATORIES,	84238	42152	WATER ANALYSIS	320.00
			Vendor FAR WEST LABORATORIES, INC. Total:	320.00
Vendor: G&K SERVICES				
G&K SERVICES	1057347879	42153	PW UNIFORMS	2.58
G&K SERVICES	1057347879	42153	PW UNIFORMS	2.58
G&K SERVICES	1057347879	42153	PW UNIFORMS	5.15
G&K SERVICES	1057347879	42153	PW UNIFORMS	4.64
G&K SERVICES	1057347879	42153	PW UNIFORMS	10.82
G&K SERVICES	1057347879	42153	PW UNIFORMS	21.13
G&K SERVICES	1057347879	42153	PW UNIFORMS	4.64
G&K SERVICES	1057350776	42153	PW UNIFORMS	10.13
G&K SERVICES	1057350776	42153	PW UNIFORMS	10.12
G&K SERVICES	1057350776	42153	PW UNIFORMS	20.25
G&K SERVICES	1057350776	42153	PW UNIFORMS	18.23
G&K SERVICES	1057350776	42153	PW UNIFORMS	42.53
G&K SERVICES	1057350776	42153	PW UNIFORMS	83.03
G&K SERVICES	1057350776	42153	PW UNIFORMS	18.23
			Vendor G&K SERVICES Total:	254.06
Vendor: GUERRERO'S TIRE & AUTO REPAIR				
GUERRERO'S TIRE & AUTO	12072016	42154	TIRE REPAIR	15.00
			Vendor GUERRERO'S TIRE & AUTO REPAIR Total:	15.00
Vendor: JONATHAN DAVIS				
JONATHAN DAVIS	PRE DIEM JD 1/30/17 - 2/3	42155	PRE DIEM JD 1/30/17 - 2/3	45.00
			Vendor JONATHAN DAVIS Total:	45.00
Vendor: LINENBACH AUTO PARTS				
LINENBACH AUTO PARTS	271904	42156	PARTS/ LEAFER	60.61
LINENBACH AUTO PARTS	271905	42156	STRAPS / PW	15.07
LINENBACH AUTO PARTS	272226	42156	VEHICLE SUPPLIES	68.26
LINENBACH AUTO PARTS	272227	42156	STRAPS	10.85
LINENBACH AUTO PARTS	272527	42156	VEHICLE SUPPLIES	55.71
			Vendor LINENBACH AUTO PARTS Total:	210.50
Vendor: MARYANN VIERRA				
MARYANN VIERRA	JANUARY 2017	42157	LOAN PAYMENT	565.86
MARYANN VIERRA	JANUARY 2017	42157	LOAN PAYMENT	713.26
MARYANN VIERRA	JANUARY 2017	42157	LOAN PAYMENT	565.86
MARYANN VIERRA	JANUARY 2017	42157	LOAN PAYMENT	713.27
			Vendor MARYANN VIERRA Total:	2,558.25
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS IN	66675	42158	PD PROPERTY EVIDENCE R	163.59
MATTOS NEWSPAPERS IN	PI110316132	42158	ADS FOR RECREATION ACT	105.00
MATTOS NEWSPAPERS IN	PI110316313	42158	AD RFP FOR CDBG GRANT	60.00
MATTOS NEWSPAPERS IN	PI111716055	42158	AD - CONGRATULATION P	75.00
MATTOS NEWSPAPERS IN	TR110816031	42158	ADS FOR RECREATION ACT	52.50
			Vendor MATTOS NEWSPAPERS INC Total:	456.09
Vendor: MERCED COUNTY SHERIFF				
MERCED COUNTY SHERIFF	2017-111	42159	FTO CLASS 1.30.17 -2.3.17	50.00
			Vendor MERCED COUNTY SHERIFF Total:	50.00
Vendor: PITNEY BOWES				
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	9.18
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	9.18

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	4.59
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	68.85
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	68.85
PITNEY BOWES	1002759776	42160	POSTAGE MACHINE	68.86
Vendor PITNEY BOWES Total:				229.51

Vendor: RABOBANK, CARDMEMBER SERVICES

RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	2.99
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	1.00
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	1.00
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	0.40
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	6.99
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	5.59
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	1.00
RABOBANK, CARDMEMBE	12052016 DD COSTCO	42161	WATER/ CITY MTGS	0.99
RABOBANK, CARDMEMBE	12052016 DD OFFICE DEP	42161	PD OFFICE SUPPLIES	11.62
RABOBANK, CARDMEMBE	12052016 DD SAMS	42161	FLY-IN SUPPLIES	50.78
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	3.71
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	3.71
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	18.58
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	5.57
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	5.57
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	3.71
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	5.57
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	27.86
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	37.14
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	37.14
RABOBANK, CARDMEMBE	12052016 FEES	42161	DEPT FEES	37.14
RABOBANK, CARDMEMBE	12052016 JW AMAZON	42161	OFFICE SUPPLIES	4.04
RABOBANK, CARDMEMBE	12052016 JW AMAZON	42161	OFFICE SUPPLIES	1.01
RABOBANK, CARDMEMBE	12052016 JW AMAZON	42161	OFFICE SUPPLIES	15.15
RABOBANK, CARDMEMBE	12052016 JW AMAZON	42161	OFFICE SUPPLIES	15.15
RABOBANK, CARDMEMBE	12052016 JW AMAZON	42161	OFFICE SUPPLIES	15.16
RABOBANK, CARDMEMBE	12052016 KR AMAZON	42161	RECREATION SUPPLIES	59.85
RABOBANK, CARDMEMBE	12052016 KR AMAZON CA	42161	REC CARD STOCK	11.73
RABOBANK, CARDMEMBE	12052016 KR AMAZON PO	42161	POPCORN MACHINE	285.22
RABOBANK, CARDMEMBE	12052016 KR AMAZON PR	42161	BBQ GRILL PARKS	419.97
RABOBANK, CARDMEMBE	12052016 KR AMAZON RE	42161	RECREATION EVENT SUPPI	74.25
RABOBANK, CARDMEMBE	12052016 KR AMAZON RE	42161	POPCORN / REC	45.96
RABOBANK, CARDMEMBE	12052016 KR AMAZON SU	42161	PLANNER/ CALENDARS	58.86
RABOBANK, CARDMEMBE	12052016 KR AMAZON SU	42161	PLANNER/ CALENDARS	16.20
RABOBANK, CARDMEMBE	12052016 KR AMAZON SU	42161	PLANNER/ CALENDARS	58.85
RABOBANK, CARDMEMBE	12052016 KR AMAZON X	42161	CHRISTMAS IN THE PARK	46.33
RABOBANK, CARDMEMBE	12052016 KR BIG LOTS	42161	HOLIDAY OFFICE	139.91
RABOBANK, CARDMEMBE	12052016 KR COSTCO	42161	AIRPORT FLY-IN	120.34
RABOBANK, CARDMEMBE	12052016 KR COSTCO WR	42161	CHRISTMAS DECOR	33.87
RABOBANK, CARDMEMBE	12052016 KR CRIVELLI'S	42161	BASKETBALL CAMP / REC	365.93
RABOBANK, CARDMEMBE	12052016 KR DISCOUNT P	42161	SWING REPAIR	346.00
RABOBANK, CARDMEMBE	12052016 KR HOME DEPO	42161	PAINT AIRPORT	333.65
RABOBANK, CARDMEMBE	12052016 KR HOME DEPO	42161	ROPE FLY-IN	197.37
RABOBANK, CARDMEMBE	12052016 KR JIM DONUTS	42161	AIRPORT FLY-IN	114.00
RABOBANK, CARDMEMBE	12052016 KR LOWE'S	42161	PAINT / AIRPORT	204.36
RABOBANK, CARDMEMBE	12052016 KR OTC	42161	CHRISTMAS IN THE PARK S	114.40
RABOBANK, CARDMEMBE	12052016 KR PARTY CITY	42161	FLY-IN SUPPLIES	153.03

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RABOBANK, CARDMEMBE	12052016 KR ROSS	42161	AIRPORT FLY-IN	179.29
RABOBANK, CARDMEMBE	12052016 KR SURVEY MO	42161	REC SURVEY	26.00
RABOBANK, CARDMEMBE	12052016 KR VISTAPRINT	42161	FLY-IN SIGNS	113.37
RABOBANK, CARDMEMBE	12052016 KR WALMART	42161	AIRPORT FLY-IN	48.89
RABOBANK, CARDMEMBE	12052016 VISTA PRINT	42161	RECREATION SUPPLIES	19.02
Vendor RABOBANK, CARDMEMBER SERVICES Total:				3,905.22
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE	1191	42163	MANHOLE REPAIR	1,820.00
Vendor ROCHA BACKHOE SERVICE INC Total:				1,820.00
Vendor: SHRED-IT				
SHRED-IT	8121361871	42164	SHRED SERVICES	5.15
SHRED-IT	8121361871	42164	SHRED SERVICES	51.53
SHRED-IT	8121361871	42164	SHRED SERVICES	20.61
SHRED-IT	8121361871	42164	SHRED SERVICES	20.62
SHRED-IT	8121361871	42164	SHRED SERVICES	5.15
Vendor SHRED-IT Total:				103.06
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	72.07
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	482.32
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	183.45
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	39.31
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	191.94
TESEI PETROLEUM	64863	42165	FUEL FD/PD/PW VEHICLE	192.63
Vendor TESEI PETROLEUM Total:				1,161.72
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	12.5.16 SS ANTIQ AD	42166	ANTIQUA PUBLICATION A	825.00
TRI COUNTIES BANK CARD	120516 SS GRINCH COST	42166	CHRISTMAS IN PARK GRIN	109.98
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				934.98
Vendor: V & V MANUFACTURING, INC				
V & V MANUFACTURING, I	43871	42167	PD BADGES	352.91
Vendor V & V MANUFACTURING, INC Total:				352.91
Grand Total:				74,166.66

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	32,793.34
008 - CBDG REUSE FUND	60.00
009 - COMMUNITY CENTER FUND	1,664.84
016 - SWIM POOL FUND	1,217.38
017 - CITY WIDE LIGHTING & LAND	2,763.52
019 - RECREATION FUND	2,394.56
021 - ST/SIDEWALK MAINT	1,338.31
059 - STORM DRAIN	1,413.00
060 - WATER FUND	12,453.12
061 - SEWER FUND	14,837.88
062 - REFUSE	1,133.75
063 - AIRPORT FUND	2,096.96
Grand Total:	74,166.66

Account Summary

Account Number	Account Name	Payment Amount
001-0000-100.027-00	PD DONATIONS EVENTS	109.98
001-0110-520.010-00	DEPT OPERATING SUPPL	143.62
001-0110-530.089-00	COMMUNITY PROMOTI	75.00
001-0120-510.030-00	WORKER'S COMP INSUR	131.08
001-0120-530.091-00	MEETINGS & TRAINING	2.99
001-0140-510.030-00	WORKER'S COMP INSUR	262.15
001-0140-520.000-00	OFFICE SUPPLIES	4.04
001-0140-520.010-00	DEPT OPERATING SUPPL	3.71
001-0140-530.011-00	TELEPHONE & INTERNET	111.52
001-0140-530.014-00	POSTAGE	9.18
001-0140-530.201-00	OTHER CONTRACT SERVI	5.15
001-0141-530.009-00	OTHER PROFESSIONAL S	4,340.41
001-0142-510.030-00	WORKER'S COMP INSUR	203.17
001-0150-510.030-00	WORKER'S COMP INSUR	157.29
001-0150-520.010-00	DEPT OPERATING SUPPL	33.87
001-0150-520.011-00	UNIFORM ALLOWANCE	16.57
001-0150-520.040-00	FUEL	72.07
001-0150-530.051-00	INSURANCE	1,010.50
001-0210-510.030-00	WORKER'S COMP INSUR	14,287.27
001-0210-520.000-00	OFFICE SUPPLIES	11.62
001-0210-520.010-00	DEPT OPERATING SUPPL	182.17
001-0210-520.030-00	MOTOR VEHICLE EXPEN	47.60
001-0210-520.040-00	FUEL	482.32
001-0210-530.009-00	OTHER PROFESSIONAL S	422.91
001-0210-530.011-00	TELEPHONE & INTERNET	1,115.22
001-0210-530.014-00	POSTAGE	9.18
001-0210-530.089-00	COMMUNITY PROMOTI	346.21
001-0210-530.091-00	MEETINGS & TRAINING	95.00
001-0210-530.201-00	OTHER CONTRACT SERVI	51.53
001-0230-510.030-00	WORKER'S COMP INSUR	1,310.76
001-0410-510.030-00	WORKER'S COMP INSUR	65.54
001-0410-530.015-00	ECONOMIC DEVELOPME	825.00
001-0410-530.094-00	PLANNING/CONSTRUCT	3,612.51
001-0610-510.030-00	WORKER'S COMP INSUR	786.46
001-0610-520.010-00	DEPT OPERATING SUPPL	1,256.10
001-0610-520.011-00	UNIFORM ALLOWANCE	16.55
001-0610-520.030-00	MOTOR VEHICLE EXPEN	83.26
001-0610-530.051-00	INSURANCE	1,010.50
001-0610-540.011-00	BUILDINGS	83.33
008-0410-530.090-00	OTHER PROFESSIONAL S	60.00
009-0150-510.030-00	WORKER'S COMP INSUR	465.32

Account Summary

Account Number	Account Name	Payment Amount
009-0150-520.010-00	DEPT OPERATING SUPPL	5.57
009-0150-520.040-00	FUEL	183.45
009-0150-530.051-00	INSURANCE	1,010.50
016-0613-510.030-00	WORKER'S COMP INSUR	203.17
016-0613-520.010-00	DEPT OPERATING SUPPL	3.71
016-0613-530.051-00	INSURANCE	1,010.50
017-0120-510.030-00	WORKER'S COMP INSUR	131.08
017-0120-530.091-00	MEETINGS & TRAINING	1.00
017-0270-530.201-00	OTHER CONTRACT SERVI	1,215.48
017-0610-510.030-00	WORKER'S COMP INSUR	1,343.53
017-0610-520.011-00	UNIFORM ALLOWANCE	33.12
017-0610-520.040-00	FUEL	39.31
019-0142-510.030-00	WORKER'S COMP INSUR	32.77
019-0613-510.030-00	WORKER'S COMP INSUR	1,310.76
019-0613-520.010-00	DEPT OPERATING SUPPL	867.53
019-0613-530.030-00	ADVERTISING	157.50
019-0613-530.201-00	OTHER CONTRACT SERVI	26.00
021-0120-510.030-00	WORKER'S COMP INSUR	65.54
021-0120-530.091-00	MEETINGS & TRAINING	1.00
021-0142-510.030-00	WORKER'S COMP INSUR	131.08
021-0310-510.030-00	WORKER'S COMP INSUR	1,055.16
021-0310-520.011-00	UNIFORM ALLOWANCE	29.82
021-0310-520.030-00	MOTOR VEHICLE EXPEN	55.71
059-0120-510.030-00	WORKER'S COMP INSUR	26.22
059-0120-530.091-00	MEETINGS & TRAINING	0.40
059-0140-510.030-00	WORKER'S COMP INSUR	104.86
059-0140-520.000-00	OFFICE SUPPLIES	1.01
059-0140-530.014-00	POSTAGE	4.59
059-0140-530.051-00	INSURANCE	1,010.50
059-0142-510.030-00	WORKER'S COMP INSUR	58.98
059-0730-510.030-00	WORKER'S COMP INSUR	117.97
059-0730-520.010-00	DEPT OPERATING SUPPL	27.86
059-0730-530.072-00	OTHER EQUIPMENT REP	60.61
060-0120-510.030-00	WORKER'S COMP INSUR	419.44
060-0120-530.091-00	MEETINGS & TRAINING	6.99
060-0140-510.030-00	WORKER'S COMP INSUR	2,123.43
060-0140-520.000-00	OFFICE SUPPLIES	15.15
060-0140-530.011-00	TELEPHONE & INTERNET	446.09
060-0140-530.014-00	POSTAGE	68.85
060-0140-530.051-00	INSURANCE	2,526.24
060-0140-530.201-00	OTHER CONTRACT SERVI	20.61
060-0142-510.030-00	WORKER'S COMP INSUR	393.23
060-0210-510.030-00	WORKER'S COMP INSUR	91.75
060-0710-510.030-00	WORKER'S COMP INSUR	3,702.89
060-0710-520.010-00	DEPT OPERATING SUPPL	479.57
060-0710-520.011-00	UNIFORM ALLOWANCE	69.56
060-0710-520.040-00	FUEL	191.94
060-0710-530.072-00	OTHER EQUIPMENT REP	214.92
060-0710-530.111-00	NOTE	565.86
060-0710-530.122-00	INTEREST	713.26
060-0710-530.201-00	OTHER CONTRACT SERVI	320.00
060-0710-540.011-00	BUILDINGS	83.34
061-0120-510.030-00	WORKER'S COMP INSUR	406.34
061-0120-530.091-00	MEETINGS & TRAINING	5.59
061-0140-510.030-00	WORKER'S COMP INSUR	1,730.20
061-0140-520.000-00	OFFICE SUPPLIES	15.15
061-0140-530.011-00	TELEPHONE & INTERNET	446.09
061-0140-530.014-00	POSTAGE	68.85

Account Summary

Account Number	Account Name	Payment Amount
061-0140-530.051-00	INSURANCE	2,526.24
061-0140-530.201-00	OTHER CONTRACT SERVI	20.62
061-0142-510.030-00	WORKER'S COMP INSUR	393.23
061-0210-510.030-00	WORKER'S COMP INSUR	39.32
061-0520-510.030-00	WORKER'S COMP INSUR	5,243.03
061-0520-520.010-00	DEPT OPERATING SUPPL	432.33
061-0520-520.011-00	UNIFORM ALLOWANCE	135.80
061-0520-520.040-00	FUEL	192.63
061-0520-530.111-00	NOTE	565.86
061-0520-530.122-00	INTEREST	713.27
061-0520-530.201-00	OTHER CONTRACT SERVI	1,820.00
061-0520-540.011-00	BUILDINGS	83.33
062-0120-510.030-00	WORKER'S COMP INSUR	65.54
062-0120-530.091-00	MEETINGS & TRAINING	1.00
062-0140-510.030-00	WORKER'S COMP INSUR	799.56
062-0140-520.000-00	OFFICE SUPPLIES	15.16
062-0140-530.011-00	TELEPHONE & INTERNET	111.52
062-0140-530.014-00	POSTAGE	68.86
062-0140-530.201-00	OTHER CONTRACT SERVI	5.15
062-0510-520.000-00	OFFICE SUPPLIES	37.14
062-0510-520.011-00	UNIFORM ALLOWANCE	29.82
063-0120-510.030-00	WORKER'S COMP INSUR	157.29
063-0120-530.091-00	MEETINGS & TRAINING	0.99
063-0142-510.030-00	WORKER'S COMP INSUR	65.54
063-0340-510.030-00	WORKER'S COMP INSUR	131.07
063-0340-520.010-00	DEPT OPERATING SUPPL	1,742.07
	Grand Total:	74,166.66

Project Account Summary

Project Account Key	Payment Amount
None	74,166.66
Grand Total:	74,166.66

Jami Westervelt



COUNCIL AGENDA ITEM

JANUARY 3, 2017

PREPARED BY: Deputy City Clerk Melanie Correa

SUBJECT: Reorganization of City Council (Selection of Mayor Pro Tem)

BACKGROUND /DISCUSSION

The Mayor shall preside at all City Council meetings, however if he is absent or unable to act the Mayor Pro Tempore shall serve and has all of the powers and duties of the Mayor until the Mayor returns or is able to act to ensure safe and timely public service.

Mayor Pro Tem Oliveira's term has expired and pursuant to Municipal Code §2-2-32 a Mayor Pro Tempore shall be elected every two years from among the seated Council.

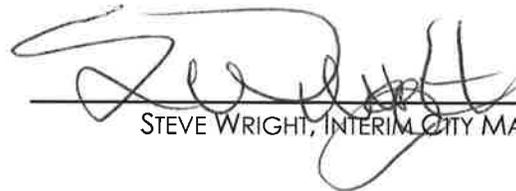
FISCAL IMPACT:

None

RECOMENDATION:

Staff recommends Council nominate and elect a Mayor Pro Tem to serve a two year term to expire December 31, 2018.

APPROVED BY:



STEVE WRIGHT, INTERIM CITY MANAGER



ITEM NO. 6

CITY COUNCIL AGENDA ITEM

JANUARY 3, 2017

PREPARED BY: Stephen L. Wright, Interim City Manager

SUBJECT: City Manager Recruitment Process

BACKGROUND/DISCUSSION

Probably the most important decision that the Council will consider in this New Year will be the selection of the City's next permanent City Manager to help guide the City Council and accomplish your goals. A good selection process for the "best" candidate is extensive, from the Council's initial discussion about the desired "candidate profile", to the recruitment process itself, through the preliminary screening of top candidates, final interviews, background investigations and contract negotiations. Starting immediately, the process will likely take 3 to 4 months to complete plus any notice time that the selected candidate may need to give his/her current employer.

There are two primary options that the Council has to go through this process. The first is to have existing staff perform the tasks. There are some basic publications to approach to advertise for candidates. Staff and/or a professional committee from the region can do the initial screening of applicants, the Council would conduct the final interviews and the Council with staff can negotiate a contract. Background investigations can be completed by the Police Department (although that is not ideal) and the Council and/or staff can contact references for further background analysis.

The other primary option that many cities use is the use of an executive search firm for this important process. Professional search firms are familiar with the City Manager "market", have important contacts and connections with individuals and organizations; and are specifically geared up to process these tasks in a timely manner. As your Interim City Manager, this is the option that I would recommend.

Attached for your consideration are 3 proposals from search firms that know the California recruitment market very well. There are more firms as well if the Council is interested. Each firm has similar approaches to the recruitment process. Total costs for the work is also comparable ranging from \$24,400 to \$26,000. Selection of a preferred firm may be decided through the Council's own personality fit with one consultant over another rather than their technical skills and abilities since all are very capable. I have most recently used the firm of Peckham and McKinney with excellent results. The Council may wish to invite one, two or all three firms to a special workshop for interviews and a selection decision.

FISCAL IMPACT

As noted above, costs for this recruitment should not exceed \$26,000. Cost savings during your current "Interim" employment agreement should offset this amount, thus creating no net expense to the General Fund.

RECOMMENDATION

Council select a process for the City Manager recruitment and if a Search Firm is desired, select a workshop date for the search firm(s) interview.

EXHIBIT(S):

- A) Avery and Associates proposal
- B) Bob Murray and Associates proposal
- C) Peckham and McKenney proposal



December 13, 2016

Steve Wright, Interim City Manager
City of Gustine
352 Fifth St.
Gustine, CA 95322

Dear Mr. Wright:

Thank you for the opportunity to submit our recruitment proposal for the position of City Manager for the City of Gustine. We take great pride in providing our clients exceptional service and excellent results. These successful client partnerships result from an active and comprehensive level of Principal involvement leading to positive business relationships and highly satisfied clients.

We feel well suited to support the City in this assignment, as our firm has extensive experience in City Manager recruitments. Currently, we are conducting City Manager recruitments for the cities of Hermosa Beach, Benicia, South El Monte, Monte Sereno and Selma. Within the last few months we've also completed City Manager searches for the cities of Port Hueneme, Beaumont and Grover Beach. In the past 18 months, we have completed City Manager recruitments for the cities of Carlsbad, Alameda, King City, Hemet, Paso Robles, Emeryville, Livingston, Farmersville, Encinitas and the City Administrator search for the City of Oakland. Additionally, we've completed City Manager assignments for the cities of Saratoga, Rio Dell, Hercules, Sunnyvale, Half Moon Bay, South San Francisco, San Mateo, Pacifica, Hollister, and Grand Terrace. As a result of these collective assignments, we have a large, very current and active national database of City Manager candidates that would be advantageous to your recruitment.

Our extensive database of executives in municipal government provides an excellent foundation for the outreach efforts we describe in our proposal. We've also had extensive interaction with City Councils, City Managers and Assistant City Managers based on our labor relations practice. All of these contacts would be an excellent resource in support of this recruitment.

Following your review of this proposal, it is our hope that our credentials, our track record of successful executive recruitments, and our service approach and overall recruitment expertise will provide the basis for your positive consideration of our firm. Enclosed you will find the following information:

- Company Overview
- Firm Qualifications/Experience
- Recruitment Team

William Avery & Associates, Inc.
Consultants to Management

3-1/2 N. Santa Cruz Ave., Suite A
Los Gatos, CA 95030
408.399.4424
Fax: 408.399.4423
www.averyassoc.net

- Recruitment Strategy
- Recruitment Schedule
- Consulting Fee
- Guarantees & Ethics

Thank you for the opportunity to be considered for this recruitment. If you have any questions, please do not hesitate to call me at 408-399-4424.

Sincerely,

Paul Kimura

Paul Kimura

PK:jmc



PROPOSAL FOR THE CITY OF GUSTINE RECRUITMENT FOR THE CITY MANAGER

William Avery & Associates, Inc. – Overview

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads the firm. He oversees the Labor Relations practice and also leads key searches. Paul Kimura is the Principal who oversees the Executive Search and Recruitment practice. Key staff members include Cris Piasecki and Bill Lopez, who support the search practice and the firm's administrative staff includes Tomi Ewing, the Finance/Contracts Administrator, and Jackie Collins, Jessica Gupton, and Michelle Ross. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting.

Firm Qualifications/Experience – What Differentiates Avery Associates

Exceptional service delivery and a very high quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques, which we describe in our recruitment plan. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.



Recruitment Team for the City of Gustine

Paul Kimura will serve as the Project Lead for this assignment. Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services.

Recruitment Strategy and Services Provided

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Kimura will meet with the key decision makers to discuss the organizational needs and position requirements and to formalize the job description. In this assignment we would anticipate Mr. Kimura having individual meetings with the Mayor, City Council and with key staff members to solicit their views on the ideal candidate. Our goal for this aspect of the recruitment process is to:

- Understand the City priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

The formal position description and a subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. For this assignment, we feel it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused targeted recruitment approach. We would incorporate the following elements into this search:



- Original research, which consists of identification and contact of current incumbents or other candidates who meet the profile, but are not actively seeking other employment.
- Development of a targeted candidate list based on our extensive database of key executive contacts, referrals and recommendations from key sources, and other current and former City Management personnel who have extensive contacts and networks in this area.
- Public information sources that include various membership listings such as the League of California Cities, ICMA and the various municipal organizations within the Western U.S.
- An extensive mailing campaign to current city managers and select assistant managers throughout the Western U.S.
- Print advertising in ICMA Newsletter, Jobs Available and any other print publications deemed appropriate by the City.
- Internet job postings on national public sector employment bulletin boards, City Management and Municipal association-based web sites, and our company website.

III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone “screening” by a member of the project team. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Kimura. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place. Also, if desired we will forward resumes of all applicants to City Council concurrent with assessment process.

In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to “project” how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate’s “behavior” and style.



IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation "book". Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the "behavioral" interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.

VI. Position Closure and Follow-Up

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.



Recruitment Schedule

Task	Scheduled Dates
<i>Search Initiation, Marketing & Advertising Development:</i> <ul style="list-style-type: none"> ▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile</i> ▪ <i>Develop working draft of the recruitment brochure for approval by client</i> ▪ <i>Recruitment strategy finalized</i> ▪ <i>Determination of advertising scope and placement deadlines</i> ▪ <i>Brochure designed and printed</i> 	<i>Weeks 1 - 4</i>
<i>Marketing, Advertisement and Outreach Period:</i> <i>Advertise in:</i> <ul style="list-style-type: none"> ▪ <i>Mailing of brochure</i> ▪ <i>Jobs Available</i> ▪ <i>Website postings</i> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 8</i>
<i>Candidate screening</i>	<i>Weeks 7-8</i>
<i>Candidate interviews</i>	<i>Weeks 8-9</i>
<i>Complete references and prepare candidate book</i>	<i>Week 10</i>
<i>Presentation of candidates</i>	<i>Week 10</i>
<i>Final Interviews</i>	<i>Week 13</i>
<i>Appointment Offer/Acceptance</i>	<i>Week >14</i>
<i>Report to Work Date</i>	<i>Week >14</i>

Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$17,900. If awarded the search, we would request an initial retainer of \$6,900 at the outset of the search. A second invoice of \$5,500 would be submitted upon the Clients acceptance of a finalist candidate group. The final balance of \$5,500 would be invoiced upon acceptance of a job offer constituting completion of the search. Our invoicing models ensures the firm will remain totally committed to the City throughout the duration of the search as the final invoice is not submitted until the City has an accepted candidate. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would be a not-to-exceed amount of \$7,500 without the express consent of the City. These expenses include: advertising, clerical time, supplies, printing, telephone, postage, background checks, and consultant travel for client discussions, meetings and local or out-of-area candidate interviews. All expense items will be detailed and billed on a monthly basis.



Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

During our placement efforts, we openly share any relationships, previous experience and knowledge for any candidate we present for consideration. Our commitment and responsibility is to our clients and their best interests.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
City Manager
ON BEHALF OF THE
City of Gustine**

1544 Bureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

December 13, 2016

Mayor Mel Oliveira
and Members of the City Council
City of Gustine
City Hall
352 Fifth Street
Gustine, CA 95322

Via email only to: swright@cityofgustine.com

Dear Mr. Oliveira and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Gustine. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- ✦ We have placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Bradbury, Compton, Covina, Dana Point, and Santa Paula, CA; as well as the City Administrator recruitment for the City of Commerce, CA. Our most recently completed City Manager and Town Manager searches include those on behalf of Alhambra, Banning, Bell, Dinuba, Gridley, Hesperia, Imperial, Lemon Grove, Los Altos, Manteca, Martinez, Merced, Novato, Pasadena, Rio Vista, Rosemead, Santee, and Seaside, CA; Chandler, AZ; and Newberg, OR. For a complete list of our previous City Manager and Town Manager recruitments, we invite you to review the enclosed Client List. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Gustine's next City Manager.
- ✦ Bob Murray & Associates is familiar with Merced County and the surrounding region. We recently completed the City Manager search on behalf of Merced. Our experience includes conducting recruitments on behalf of the cities of Los Banos (Community Development Director, Planning Manager, Police Chief, and Public Works Director) and Merced (City Manager and Police Chief); and the Police Lieutenant recruitment on behalf of

the University of California, Merced. Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Gustine, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Gustine has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Gustine's needs will be key to a successful search. We will work with the Mayor and City Council to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Gustine. We also want to know the Mayor and City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Gustine's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the Mayor and City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Gustine.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the Mayor and City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Gustine is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Gustine will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:	Week:
Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

GUARANTEE

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Gustine. We are confident in our ability to recruit outstanding candidates and do not expect the City of Gustine to find it necessary to exercise this provision of our proposal.

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 30 years' experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held various positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in various aspects of the public sector, as well as with special districts and nonprofits.

Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 15 years of experience in executive recruitments with our firm. Prior to joining Bob Murray & Associates, Mr. Williams served as Director of Public Safety with the City of Sunnyvale, CA. Mr. Williams was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. He has been responsible for over 300 recruitments throughout his career; clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining our firm. Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector. His ability to find and evaluate outstanding applicants for our clients is invaluable in the search process.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMBER SMITH, PRINCIPAL CONSULTANT

As Principal Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

HELLEN AMSDEN, SENIOR CONSULTANT

Ms. Amsden acts as a liaison among clients, recruiters, and candidates throughout each recruitment process. Her responsibilities include development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Amsden joined our firm in 2016 with nearly a decade of customer service, administrative, and leadership experience. She is committed to providing the highest level of quality support and to working as a partner with clients and candidates throughout the search process.

Ms. Amsden graduated summa cum laude with a Bachelor of Arts degree in Leadership and Organizational Studies from Saint Mary's College of California.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT: City of Merced, CA
POSITION: City Manager and City Attorney
REFERENCE: Mayor Stan Thurston, (209) 385-6834

CLIENT: City of Manteca, CA
POSITION: City Manager and Community Development Director
REFERENCE: Mr. Joe Kriskovich, Director of Human Resources & Risk Management, (209) 456-8700

CLIENT: City of Hollister, CA
POSITION: Fire Chief, City Clerk, and Director of Development Services
REFERENCE: Mr. Bill Avera, City Manager, (831) 636-4300 ext. 15



December 14, 2016

Mayor Mel Oliveira
and Members of the City Council
C/O Mr. Steve Wright
Interim City Manager
City of Gustine
352 Fifth Street
Gustine, CA 95322

Dear Mayor Oliveira and City Council Members:

Thank you for the opportunity to express our interest in assisting the City of Gustine in the recruitment of its next City Manager. I am fully prepared to team with the City in order to ensure a successful outcome. It is our understanding that you are interested in a full recruitment and outreach process leading to the successful placement of a candidate that "fits" the organization and community.

Bringing over 35 years of experience in management, local government, and executive search, I would serve as the Recruiter for this important process. I have personally conducted hundreds of searches for executive level positions in local government agencies throughout the Western United States. In spite of these numbers, I recognize that every city and community is unique, and I take the time to become familiar with your needs in order to identify the best candidates.

Most importantly, I work hard to understand the organizational culture and actively recruit and then evaluate candidates accordingly, and recommend outstanding candidates for your consideration. We have a solid reputation and a strong track record in the industry allowing for an unusually strong placement guarantee.

The attached proposal includes more detailed information regarding the firm, the search process and timeline, professional fees and expenses, our guarantee, and client references. Please feel free to call me toll-free at (866) 912-1919 if you have any questions.

Sincerely,

Phil

Phil McKenney
Chief Operating Officer
Peckham & McKenney, Inc.
www.peckhamandmckenney.com

Attachment

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INTRODUCTION

Peckham & McKenney, Inc. provides executive search services to local government agencies throughout the Western United States and is headquartered in Roseville, California. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm's lead Recruiters and bring over 50 years' combined experience in local government and executive search. We also offer the services of two former City Managers who serve as Recruiters on assignment. We are supported by an Office Manager, research specialists, a marketing and design professional, web technician, and distribution staff. Ms. Peckham serves as the firm's President, and Phil McKenney serves as the Chief Operating Officer and Secretary/Treasurer. Either of the firm's principals may be reached toll free at (866) 912-1919.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has lead to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials regarding their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. As such, we serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. We also actively support Women Leading Government as well as assist in the annual Women's Leadership Summit. In addition, we have provided numerous workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Individual profiles of each of the Peckham & McKenney team follow.

Bobbi C. Peckham, President

Bobbi Peckham brings over 28 years' experience as an Executive Recruiter as well as 6 prior years of local government experience. Ms. Peckham is sought out and retained due to her high ethics, integrity, hands-on customer service, and unique ability to identify candidates that "fit" her client agencies and communities.

Ms. Peckham began her career in local government in the City Manager's office of the City of Naperville, Illinois, where she became familiar with all aspects of local government in the nation's fastest growing community. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region. In 2004, Ms. Peckham formed Peckham & McKenney, Inc. in partnership with Phil McKenney.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee for the annual *Women's Leadership Summit*, at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*. Over the years, Ms. Peckham has actively supported her community, and she currently volunteers her time to the Sacramento Affiliate of *Dress for Success*, which works to empower women to achieve economic independence by providing a network of support, professional attire, and the development tools to help women thrive in work and in life.

Phil McKenney, Chief Operating Officer

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the Western United States.

Mr. McKenney began his career in executive recruitment in January 2003 and has since conducted hundreds of national recruitments throughout the Western states, including Colorado, Arizona, Idaho, Wyoming, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Clay Phillips, Executive Recruiter

Mr. Phillips brings extensive experience leading a city of over 150,000 and selecting and assembling an executive team that is highly revered in the San Diego region. He recently completed 30 years of service with the City of Escondido, 12 years of which he served as City Manager. Mr. Phillips served in several capacities with the City of Escondido including Finance Director, Administrative Services Director, and Deputy City Manager prior to his appointment as City Manager. He began his career with the City of Santa Ana and soon became Deputy Finance Officer for the City of Irvine.

Mr. Phillips has served as the Chairman of the San Diego City Managers Association, and he has been a speaker and expert panelist for the League of California Cities as well as POST and California State University San Marcos. Mr. Phillips has significant experience in leadership development, financial management, economic development, and labor relations. In his capacity as City Manager, he has been involved with the recruitment and hiring of department heads in all areas of local government. Mr. Phillips received his undergraduate degree from Loma Linda University with majors in Business Management and Accounting and was recognized as the Alumnus of the Year by the School of Business in 2008. He also received his Master of Business Administration from Pepperdine University.

Ellen Volmert, Executive Recruiter

Ms. Volmert recently began her encore career after 35 years of local government management experience in California and Oregon. She has served as City Manager with the City of La Palma; and 18 years as Acting City Manager, Assistant City Manager, Assistant to the City Manager, and Management Analyst with the City of Corvallis, Oregon. Ms. Volmert brings extensive experience in executive recruitment, labor relations, human resources, risk management, communications, diversity, budgeting, and intergovernmental relations.

Ms. Volmert focuses on all recruitment assignments in the state of Oregon as well as team support on all other executive recruitments. She is a graduate of UCLA and has a Master's degree in Public Administration from Cal State Fullerton.

Joyce Johnson, Office Manager

Ms. Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two separate national management consulting and executive recruitment firms. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

Cathy West-Packard, Marketing & Design

Ms. West-Packard has provided her design and marketing skills to Peckham & McKenney Recruiters for over 25 years. She is the firm's "go-to" professional for all advertising and brochure design and creation.

Kevin Johnson, Research Assistant

Mr. Johnson has been a member of the team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Bradley Frank, Technology Guru

The newest member of the Peckham & McKenney team, Mr. Frank holds the official title of Technology Guru as he expertly oversees the firm's web site as well as responding to all technology questions from the firm's principals. He is currently studying Material Sciences & Engineering at the University of California, Merced, and is a NASA Fellow.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the City of Gustine's specific needs, the search process typically includes the following key actions:

Project Organization – Prior to beginning the recruitment process, I will be available to discuss the recruitment process, listen to specific desires and expectations, and respond to any questions or concerns. I will discuss expected parameters of the search, the search timeline, and schedule future meeting dates. At this time, the City will determine the extent of involvement of other individuals in the search process.

Development of Candidate Profile (on-site #1) – This phase provides for the development of a detailed Candidate Profile. We will meet individually and in groups with those individuals identified in the Project Organization phase, to discuss the current and future issues and challenges facing the City. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expectations, goals, and objectives that will lead to the success of the new City Manager.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the City's site. In addition, an attractive brochure will be prepared to market the City and opportunity to potential candidates. This brochure will be mailed to 300-400 industry professionals nationally, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With close to 30 years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development phase. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly notify you of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City will be once again updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the Candidate Profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the Candidate Profile. An Internet search will be conducted as well as preliminary background (credit and criminal) checks on the leading candidates.

Recommendation of Finalists (on-site #2) – A written recommendation of finalists will be personally presented to the City Council in a one- to two-hour meeting. Prior to this meeting, the City Council will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates.

Once a group of finalists has been selected by the City Council all candidates will be notified of their status. We will prepare finalist interview schedules and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with you at our meeting to recommend finalists.

Final Interviews/Selection (on-site #3) – During this phase, finalists will be interviewed by the City. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the City's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the panels through a ranking process and discussion of the finalists at the end of the day. We will assist the City Council in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings with each finalist to learn more of the "fit" they may bring.

Qualification – Once the final candidate has been selected by the City, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of SterlingBackCheck, the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Professional references will also be contacted, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City.

Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. We ask that our clients work with us to identify future meeting dates, which will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available in order to lead to a successful result.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization <ul style="list-style-type: none">• Conference call or meeting to discuss recruitment process• Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile <ul style="list-style-type: none">• On-site meeting with City representatives to discuss Candidate Profile• Develop Candidate Profile/Marketing Brochure and obtain approval from City• Develop advertising and recruiting plan	Two Weeks
III. Recruitment <ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Send Candidate Profile to 300-400 industry professionals• Post opportunity on firm's web site as well as City's site• Search for/identify/recruit individuals within the parameters of the Candidate Profile• Respond to all inquiries and acknowledge all resumes received in a timely manner	Six Weeks
IV. Preliminary Interviews/Recommendation <ul style="list-style-type: none">• Review resumes and supplemental questionnaires• Conduct preliminary interviews with leading candidates• Conduct Internet research and credit/criminal checks• Present written recommendation of finalists to City• Notify all candidates of search status	Three Weeks
V. Final Interviews/Selection <ul style="list-style-type: none">• Schedule finalist interviews• Design process and facilitate finalist interviews with City• Assist City throughout process and provide recommendations• City Council selects candidate or leading 2-3 candidates for further consideration• City Council conducts second interview process.	Two Weeks
VI. Qualification <ul style="list-style-type: none">• Conduct thorough background and reference checks on leading candidates• Negotiation assistance• Exceed expectations and successfully place candidates who "fit."	One Week

PROFESSIONAL FEE AND EXPENSES

Professional Fee

Our professional fee is \$18,500. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fees will be divided and billed in two separate, monthly invoices.

If an additional candidate from this recruitment processes is selected for another position within your organization within one year of the close of this recruitment, a fee of 30% of the professional fee will be due to Peckham & McKenney.

Expenses

Estimated out-of-pocket costs associated with this full recruitment process will not exceed \$7,500. Expenses will be pre-approved and billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, advertising, telephone/technology, administrative support/printing/copying/postage/materials, and background checks (partial checks on recommended candidates; full background check on selected candidate). Additional expenses incurred due to requested additional meetings, if excessive, as well as full background checks on more than one candidate will be billed accordingly.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and The Hartford.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham and Phil McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in the Attachment.

City of Galt, CA: Public Works Director, City Manager, and Chief of Police

Mayor at the time Mark Crews and/or Eugene Palazzo, City Manager
(209) 366-7100, epalazzo@ci.galt.ca.us

City of Waterford, CA: City Manager

Mayor at the time Charlie Goeken and/or Tim Ogden, City Manager
(209) 874-2328, ext. 103, togden@cityofwaterford.org

City of Porterville, CA: Police Chief

John Lollis, City Manager
(559) 782-7466, mgr-office@ci.porterville.ca.us

City of Eureka, CA: City Manager, Police Chief, and City Attorney

Mayor Frank Jager and/or Greg Sparks, City Manager
(707) 441-4140, gsparks@ci.eureka.ca.gov

City of Durango, CO: City Manager and Finance Director

Ron LeBlanc, City Manager
(970) 375-5059, leblancro@ci.durango.co.us

PLACEMENT GUARANTEE AND ETHICS

In the unlikely event that a candidate recruited and recommended by our firm leaves your employment for any reason within the first year (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (Council member or Manager) to alert them of their intent.
- We do not recruit staff from our client agencies for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.

EXECUTIVE SEARCHES CONDUCTED (2004 to PRESENT*)

(* 100's of additional searches were conducted from 1987-2004)

City/County Manager, Executive Director, and Related

Alameda County Waste Management Authority, CA	Executive Director
American Canyon, City of	City Manager
Anderson, City of	City Manager
Antioch, City of	City Manager
Arroyo Grande, City of	City Manager
Ashland, OR, City of	City Administrator
Auburn, City of	City Manager
Bell, City of	City Manager
Belmont, City of	City Manager
Belvedere, City of	City Manager
Benicia, City of	City Manager
Big Bear Lake, City of	City Manager
Brentwood, City of	City Manager
Brookings Economic Development Agency, SD	Executive Director
Buellton, City of	City Manager
Burbank, City of	City Manager
Burlingame, City of	City Manager
Calistoga, City of	City Manager
Campbell, City of	City Manager
Carmel-by-the-Sea, City of	City Administrator
Cordillera Metropolitan District, CO	General Manager
Corvallis, OR, City of	City Manager
Cupertino, City of	City Manager
Del Mar, City of	City Manager
Douglas County, NV	County Manager
Durango, CO, City of	City Manager
Eagle County, CO	County Manager
El Dorado Hills Community Services District, CA	General Manager
Encinitas, City of	City Manager
Eureka, City of	City Manager
Exeter, City of	City Administrator
Foothills Park & Rec. District, CO	Executive Director
Fort Lupton, CO, City of	City Administrator
Galt, City of	City Manager
Garfield County, CO	County Manager
Gilroy, City of	City Administrator (2007 & 2016)
Glendora, City of	City Manager
Grand Junction, CO, City of	City Manager
Greeley, CO, City of	City Manager
Hayward, City of	City Manager
Hughson, City of	City Manager
Indian Wells, City of	City Manager
Incline Village General Improvement District, NV	General Manager
Ketchum, City of, ID	City Administrator
La Plata County, CO	County Manager
La Quinta, CA	City Manager
La Palma, CA	City Manager
Lone Tree, CO, City of	City Manager
Manitou Springs Chamber of Commerce, CO	Chief Operating Officer
Martinez, City of	City Manager
Midpeninsula Regional Open Space District, Los Altos, CA	General Manager

Mill Valley, City of	City Manager
Milpitas, City of	City Manager
Moraga, Town of	Town Manager
Mountain House Community Svcs. District, CA	General Manager
Mountain Village, CO, Town of	Town Manager
North Lake Tahoe Public Utility District, CA	General Manager (2004 & 2007)
Novato, City of	City Manager
Palmdale, City of	City Manager (2011 & 2015)
Palos Verdes Estates, City of	City Manager (2007 & 2013)
Park City Municipal Corporation, UT	City Manager
Piedmont, City of	City Administrator
Pleasant Hill, City of	City Manager
Point Arena, City of	City Manager
Portola Valley, Town of	Town Manager
Public Agency Risk Sharing Authority of CA	General Manager
Rancho Murieta Community Services District, CA	General Manager
Redlands, City of	City Manager
Redwood City, City of	City Manager
Rohnert Park, City of	City Manager
San Clemente, City of	City Manager
San Mateo, County of	County Manager
Santa Clara, City of	City Manager
Santa Clara County Open Space Authority, San Jose, CA	General Manager
Sea Ranch Association, CA	Community Manager
Sedona, AZ, City of	City Manager (2008 & 2014)
Snowmass Village, CO, Town of	Town Manager (2006 & 2013)
Solana Beach, City of	City Manager
South Suburban Parks & Recreation District, CO	Executive Director
St. Helena, City of	City Manager
Steamboat Springs, CO, City of	City Manager (2005 & 2008)
Teton County, WY	County Administrator
Tracy, City of	City Manager (2007 & 2014)
Tulare, City of	City Manager (2005 & 2011)
Waterford, City of	City Administrator
West Sacramento, City of	City Manager
Windsor, CO, Town of	Town Manager
Winter Park, CO, Town of	Town Manager
Woodside, Town of	Town Manager
Yakima Regional Clean Air Authority, WA	Executive Director/Air Pollution Cont'l Officer
Yolo, County of	County Administrator

Assistant City/County Manager and Deputy Manager

Arvada, CO, City of	Deputy City Manager
Atherton, City of	Assistant City Manager
Carlsbad, City of	Assistant City Manager
Contra Costa County, CA	Chief Assistant County Administrator (2 Positions)
Daly City, City of	Assistant City Manager
Douglas County, CO	Deputy County Manager
Douglas County, NV	Assistant County Manager
Escondido, City of	Assistant City Manager
Foster City, City of	Assistant City Manager
Fremont, City of	Assistant City Manager
Gilroy, City of	Assistant City Administrator
Hayward, City of	Assistant City Manager (2006 & 2010)
Midpeninsula Regional Open Space District, Los Altos, CA	Assistant General Manager (2 Positions)
Oceanside, City of	Assistant City Manager, Development Services

Pacifica, City of
Palo Alto, City of
Porterville, City of
San Clemente, City of
San Pablo, City of
San Rafael, City of
Tracy, City of

Assistant City Manager
Assistant City Manager
Deputy City Manager
Assistant City Manager
Assistant to the City Manager
Assistant City Manager (2006 & 2015)
Assistant City Manager (2007 & 2015)

City Attorney/Legal Counsel

Antioch, City of
Archuleta County, CO
Ashland, OR, City of
Brisbane, City of
Burlingame, City of
Eureka, City of
Garfield County, CO
Hayward, City of
Mesa County, CO
Midpeninsula Regional Open Space District, Los Altos, CA
Milpitas, City of
Mountain Village, CO, Town of
Pleasanton, City of
Redwood City, City of
Richmond, City of
San Bruno, City of
San Pablo, City of
Simi Valley, City of
South Lake Tahoe, City of
Yolo County, CA

City Attorney (2005 & 2015)
County Attorney
City Attorney
City Attorney (contract services)
City Attorney (2008 & 2012)
City Attorney
County Attorney
City Attorney
County Attorney
General Counsel
Assistant City Attorney
Town Attorney
City Attorney
County Counsel

Community Development/Planning/Economic Development

Alameda, City of
Alhambra, City of
Ashland, OR, City of
Bell, City of
Beverly Hills, City of
Burbank, City of
Concord, City of
Dana Point, City of
Delano, City of
Elk Grove, City of
Fremont, City of
Fremont, City of
Hayward, City of
Hayward, City of
Jefferson County, CO
Laguna Niguel, City of
Livermore, City of
Long Beach, City of
Long Beach, City of
Martinez, City of
Milpitas, City of
Mountain Village, CO, Town of
North Tahoe Public Utility District, CA
Novato, City of

Economic Development Manager
Director of Development Services
Community Development Director
Community Development Director
Community Development Director
Community Development Director
Principal Planner
Community Development Director
Economic Development Manager
Economic Development Director
Deputy Director of Community Development
Deputy Redevelopment Agency Director, Housing
Community Development Director
Economic Development Manager
Planning & Development Director
Director of Community Development
Economic Development Director
Deputy Director, Development Services
Planning Bureau Manager, Development Services
Community Development Director
Director of Planning & Neighborhood Services
Director of Community Development & Housing
Planning & Engineering Manager
Community Development Director

Pacifica, City of
Pacific Grove, City of
Palo Alto, City of
Pittsburg, City of
Rancho Santa Margarita, City of
Reno, NV, City of
San Bruno, City of
San Clemente, City of
San Clemente, City of
San Mateo, City of
San Pablo, City of
San Rafael, City of
County of Santa Clara, San Jose, CA
Santa Rosa, City of
Seaside, City of
Seaside, City of
South Lake Tahoe, City of
St. Helena, City of
Stockton, City of
Teton County, CO
Vail, CO, Town of
Walnut Creek, City of
Walnut Creek, City of
Windsor, City of
Winters, City of
Yuba City, City of

Planning Director
Community/Economic Development Director
Development Services Director
Community Development Director/City Engineer
Development Services Director
Redevelopment Administrator
Community Development Director
Community Development Director
Economic Development & Housing Director
Economic Development Manager
Assistant to the City Manager, Economic Development
Community Development Director
Director, Planning & Development
Planning & Economic Development Director
Planning Services Manager
Redevelopment Services Manager
Development Services Director
Planning & Community Improvement Director
Community Development Director
Planning & Development Director
Director of Community Development
Economic Development Manager
Planning Manager
Community Development Director
Community Development Director
Development Services Director

Public Works/Engineering and Related

Ashland, OR, City of
Aurora Water, CO
Benicia, City of
Benicia, City of
Big Bear Lake, City of
Carlsbad, City of
Concord, City of
Fremont, City of
Galt, City of
Gilroy, City of
Greeley, CO, City of
Greeley, CO, City of
Greenfield, City of
Hayward, City of
Jefferson County, Golden, CO
Louisville, CO, City of
Mariposa County, CA
Milpitas, City of
Port San Luis Harbor District, CA
Sacramento County, CA
San Jose, City of
San Leandro, City of
San Pablo, City of
San Rafael, City of
Santa Clara, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of

Public Works Director
Director of Water
Land Use & Engineering Manager
Public Works Director
Assistant General Manager, Dept. of Water & Power
Deputy Public Works Director
Infrastructure Maintenance Manager
Manager of Maintenance Operations
Public Works Director
Building Field Services Manager
Public Works Director
Water & Sewer Director
Public Works Director
Director of Public Works
Airport Manager
Public Works Director
Public Works Director
Public Works Director/City Engineer
Facilities Manager
Associate Civil Engineer
General Services Director
Engineering & Transportation Director
City Engineer
Public Works Director
Assistant Director of Water/Sewer Utilities
Public Works Director
Public Works Director

Finance Director/Controller/Treasurer

Alhambra, City of
American Canyon, City of
Arvada, CO, City of
Atherton, City of
Aurora, CO, City of
Azusa, City of
Bell, City of
Brentwood, City of
Daly City, City of
Durango, CO, City of
Encinitas, City of
Fairfield, City of
Fairfield, City of
Greeley, City of, CO
Hayward, City of
La Quinta, City of
Marin County, CA
Milpitas, City of
Modesto, City of
Oceanside, City of
Orange County Fire Authority, CA
Orange County Fire Authority, CA
Pacific Grove, City of
Pasadena, City of
Pittsburg, City of
Rancho Cordova, City of
Reno, NV, City of
San Mateo, City of
San Mateo, City of
Santa Clara, City of
Santa Clarita, City of
Seaside, City of
Silverthorne, CO, City of
Sonoma, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of
Superior Court of Calif./Co. of San Mateo
Winter Park, CO, City of

Finance Director
Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Finance Director
City Treasurer/Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Assistant Director of Finance
Finance Director
Finance Director
Finance Director
Assistant Director of Finance
Finance Director
Director of Finance
Director of Finance
Assistant Chief, Business Services
Treasurer
Finance Director
Accounting Manager
Finance Director
Assistant Finance Director
Finance Director
Finance Director
Deputy Director of Finance
Accounting Division Manager
Finance Manager
Financial Services Manager
Director of Finance/Administrative Services
Finance Director
Administrative Services Director
Finance Director
Finance Director
Finance Director

Public Safety/Law Enforcement

Alhambra, City of
Alhambra, City of
Antioch, City of
Atherton, Town of
Bell, City of
Beverly Hills, City of
Eureka, City of
Galt, City of
Gilroy, City of
Hayward, City of
Lone Tree, CO, City of
Lone Tree, CO, City of
Los Altos, City of
Menlo Park, City of

Chief of Police
Fire Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Fire Chief
Fire Chief
Patrol Operations Commander
Police Chief
Police Captain
Police Chief

Milpitas, City of
Porterville, City of
San Pablo, City of
San Pablo, City of
San Rafael, City of
Santa Monica, City of
Silverthorne, CO, City of
Springfield, City of, OR
Vail, CO, Town of

Police Chief
Chief of Police
Police Chief
Police Commander
Chief of Police
Police Chief
Police Chief
Police Chief
Fire Chief

Human Resources/Personnel

Anaheim, City of
Belmont, City of
Benicia, City of
Brookings, SD, City of
Concord, City of
Eagle County, CO
Encinitas, City of
Folsom, City of
Hayward, City of
Jefferson County, CO
Lakewood, CO
Mariposa County, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Pacific Grove, City of
Palo Alto, City of
Porterville, City of
Rancho Cucamonga, City of
Rancho Santa Margarita, City of
Redwood City, City of
San Bruno, City of
San Clemente, City of
San Rafael, City of
Seaside, City of

Human Resources Director
Human Resources Director
Human Resources Manager
Director of Human Resources
Human Resources Director
Director of Human Resources
Human Resources Manager
Human Resources Director
Human Resources Director
Human Resources Director
Employee Relations Director
Human Resources Director/Risk Manager
Manager of Administration/Human Resources
Human Resources Manager
Chief People Officer
Administrative Services Manager
Director of Human Resources
Human Resources/Risk Management Administrator
Human Resources Director
Human Resources Director
Human Resources Manager
Human Resources Director
Personnel Services Manager

Parks & Recreation

Anaheim, City of
Bell, City of
Oxnard, City of
Pacifica, City of
Palo Alto, City of
Piedmont, City of
Pleasanton, City of
Roseville, City of
San Clemente, City of
Tracy, City of

Director of Community Services
Community Services Director
Cultural & Community Services Director
Director of Parks, Beaches & Recreation
Community Services Director
Recreation Director
Director of Parks & Community Services
Parks, Recreation & Libraries Director
Director of Beaches, Parks & Recreation
Parks & Community Services Director

City/County Clerk

Hayward, City of
Long Beach, City of
Midpeninsula Regional Open Space District, Los Altos, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Mountain View, City of
Palo Alto, City of
Rancho Santa Margarita, City of

City Clerk
City Clerk
Clerk of the Board
Public Affairs Manager
City Clerk
City Clerk
City Clerk

San Mateo, City of
Walnut Creek, City of

City Clerk
City Clerk

Library Director

Boulder, CO, City of
Hayward, City of
Huntington Beach, City of
Palo Alto, City of

Library Director
Library Director
Library Director
Library Director

Information Technology

Fremont, City of
Jefferson County, Golden, CO
Superior Court of California, County of San Mateo
Superior Court of California, County of San Mateo

Information Services Technology Director
Information Technology Director
Information Technology Director
Court Information Technology Manager

Human Services

Douglas County, CO
Eagle County, CO
Mariposa County, CA
Washington County, OR

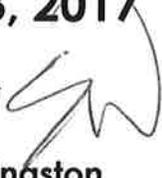
Human Services Director
Director of Human Services
Public Health Officer
Director of Health & Human Services



ITEM NO. 7

CITY COUNCIL AGENDA ITEM

JANUARY 3, 2017

PREPARED BY: Stephen L. Wright, Interim City Manager 

SUBJECT: Police Dispatch Agreement – City of Livingston

BACKGROUND/DISCUSSION

Gustine is nearing the end of its 5 year agreement for law enforcement dispatch services with the City of Livingston. The existing agreement has worked well and the services for the Police Department have been satisfactory. Because of the need for an amendment to continue this service, City Manager Sean Scully has negotiated the details of a 5 year extension with Livingston (attached). Financially the agreement calls for an initial 10% increase in the first year and then subsequent 7% annual increases through the balance of the contract.

At initial review, the annual increases may appear to be high, however a comparison of surrounding communities dispatch costs continue to make this contract very reasonable for Gustine. Police Chief Dunford conducted the attached survey of agencies which shows that almost all agencies fees exceed those proposed in this agreement – even in the 10th year of the agreement.

There are other options that the Council may wish to consider. The Council could direct staff to further attempt to negotiate improved terms and conditions to the agreement. The Council could also direct staff to solicit proposals from other agencies. And finally, although not likely to be financially feasible, the City could investigate providing independent dispatch services within the Police Department.

FISCAL IMPACT

Initially there is a \$10,000 increase to the General Fund; however the Council has already budgeted for this adjustment. As the years pass, the annual increases may affect the City's ability to pay, however alternative dispatch service options are unlikely to be less than those proposed here.

RECOMMENDATION

Council authorize the Interim City Manager to execute the attached first amendment for dispatch services between the City of Gustine and the City of Livingston.

EXHIBIT(S):

- A) Survey of surrounding agencies dispatch costs
- B) Proposed dispatch services agreement

RIMS Departments::

	<u>Population::</u>	<u>Cost::</u>
Sutter Creek PD	2452	\$25K per quarter
Ione PD	6956	\$30K per quarter
Jackson PD	4544 wday/12-15k wkend	\$34K per quarter
Angels Camp PD	3235	\$11,129 Monthly
Newman PD	10,639	\$15K monthly
Lemoore PD	24,973	\$160K yr (2 dispatchers)
Escalon PD	7,524	\$100K year
Gustine PD	5,640	\$68k year

NON-RIMS Departments::

	<u>Population::</u>	<u>Cost::</u>
Mendota PD	11,420	\$130K yearly
Kerman PD	14,349	\$229K year
Avenal PD	14,176	\$110K yearly
Kingsburg	11,695	\$187K year
Fowler	5954	\$95K year
Orange Cove	9576	\$153K year
Parlier	14,865	\$237K year
Sanger	24,681	\$395K year
Riverbank	23,504	\$294,900 year
Waterford	8,610	\$127,939 year
Hughson	7,000	\$85,458
Patterson	20,868	\$297,242
Exeter PD	10,489	***
Farmersville PD	10,720	***
College of the Sequoias PD	13,470	***
Woodlake PD	7,619	***
Lindsay PD	12,974	***

RIMS Agencies who Dispatch in house:

Sonora	4808
Oakdale	21,469
Ceres	46,714
Hanford	54,686
Arvin	20,298
Mcfarland	12,420
Shafter	17,197
Taft City	8978
Sebastopol	7595
Corcoran	12,000/24K inc prison

Non-RIMS Agencies who Dispatch in house:

Firebaugh	8106
Dos Palos PD	5057
Dinuba	23,347
Selma	24,182
Reedly	25,010
Coalinga	16,755

**FIRST AMENDMENT TO AGREEMENT FOR DISPATCH SERVICES BETWEEN
THE CITY OF GUSTINE AND THE CITY OF LIVINGSTON**

This First Amendment (“Amendment”) to the Agreement for Dispatch Services between the CITY OF GUSTINE (“GUSTINE”) and the CITY OF LIVINGSTON (“LIVINGSTON”) dated as of April 30, 2012 (the “Agreement”), is entered into this ____ day of _____, 201__, with reference to the following facts:

WHEREAS, the parties entered into the Agreement for LIVINGSTON to provide law enforcement dispatch services to GUSTINE for a term of five (5) years and payment therefor; and

WHEREAS, the parties now desire to amend the Agreement to extend the Agreement term, set forth payment terms for the extended term, and make such other changes as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the Agreement (Payment of Services Rendered) is replaced in its entirety to read as follows:

SECTION 3: PAYMENT OF SERVICES RENDERED

The intent of this section of the agreement is to establish method of payment by GUSTINE to LIVINGSTON for providing public safety dispatching services as set forth in this agreement. Payment is established by this agreement and paid by GUSTINE to LIVINGSTON. The payment is subject to periodic cost adjustments as set forth in the following table:

Year	Time Period	% Increase	Annual Fee
Year 1	July 1, 2012 to June 30, 2013	N/A	\$56,360.00
Year 2	July 1, 2013 to June 30, 2014	5%	\$59,178.00
Year 3	July 1, 2014 to June 30, 2015	5%	\$62,136.90
Year 4	July 1, 2015 to June 30, 2016	5%	\$65,243.74
Year 5	July 1, 2016 to June 30, 2017	10%	\$75,356.00
Year 6	July 1, 2017 to June 30, 2018	7%	\$80,630.00
Year 7	July 1, 2018 to June 30, 2019	7%	\$86,275.00
Year 8	July 1, 2019 to June 30, 2020	7%	\$92,314.00
Year 9	July 1, 2020 to June 30, 2021	7%	\$98,776.00
Year 10	July 1, 2021 to June 30, 2022	7%	\$105,690.00

A. Terms:

1. GUSTINE shall pay an annual fee for services described in this agreement to the City of LIVINGSTON. The annual fee shall be paid in quarterly payments commencing on July 1st of each year and every three months thereafter. A late fee of 1.5% per annum may be assessed for any quarterly payment not received within thirty (30) days of an invoice from LIVINGSTON for such payment.

Should the percentage of calls increase or decrease by more than 10% over the previous year, city representatives from GUSTINE and LIVINGSTON will review the call data and determine if an adjustment in the annual fee is necessary in order to equitably allocate the cost incurred by LIVINGSTON. Such adjustment, if agreed to by the parties, shall be documented in an amendment to this Agreement.

2. Section 7 of the Agreement (Term) is replaced to read as follows:

SECTION 7: TERM

Unless earlier terminated pursuant to the terms of this Agreement, LIVINGSTON shall furnish the agreed-upon services as set forth above for a period of ten (10) years, commencing on July 1, 2012 and expiring on June 30, 2022.

3. Section 10 of the Agreement (Notices) is replaced to read as follows:

SECTION 10: NOTICES

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notice shall be deemed given on the date of personal delivery or two (2) days following deposit in the U.S. mail. Notices shall be addressed as appears below for each party except if either party gives notice of a change of name or address, notices to the giver of the change of address shall thereafter be given at the new address.

Notice to LIVINGSTON:

City of Livingston
Attn: City Manager
1416 C Street
Livingston, CA 95334

Notice to GUSTINE:

City of Gustine
Attn: City Manager
352 5th Street

Gustine, CA 95322

4. Section 26 is added to the Agreement to read as follows:

SECTION 26: CHANGE IN LAW

Notwithstanding any other term of this Agreement, if a Change in Law results in a significant increase in work load and impacts the circumstances under which LIVINGSTON provides services under this Agreement, including LIVINGSTON'S cost or ability to provide the services, LIVINGSTON shall notify GUSTINE of the need to negotiate an amendment to preserve the original intentions, economic and other terms of this Agreement. If the parties are unable to agree on such an amendment after ten (10) days, either party may terminate this Agreement, effective upon sixty (60) days' written notice to the other party. Such termination will be subject to the terms of Section 8(D) (Payment Upon Termination).

“Change in Law” means (i) the enactment or effective date of any new law, rule, regulation or guideline directly affecting public safety dispatching services by the federal or any state or local government (excepting LIVINGSTON) after the date hereof even if the date of effectiveness is prospective, or (ii) any judicial or administrative order or decree involving either party that directly affects public safety dispatching services , occurring after the date hereof. Change in Law shall include, but not be limited to, the effective date of requirements of AB 953 (Weber, 2015) as applicable to the parties.

5. Except as specifically modified herein, no other provision in the Agreement is intended to be modified, and the Agreement, as amended, shall remain in full force and effect in its entirety.
6. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together constitute one amendment to the Agreement.
7. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory acts.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the date last signed by a party hereto.

CITY OF LIVINGSTON

CITY OF GUSTINE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney



COUNCIL AGENDA ITEM

JANUARY 3, 2017

PREPARED BY: Chief Doug Dunford

SUBJECT: **Consideration of Approving an Appropriation of Funds From The Traffic Ticket Fund to Purchase Eight New Portable Radios**

BACKGROUND/DISCUSSION

Staff has been conducting a search for new portable radios for use within the police department. The police department currently uses Motorola XTS 1500 radios that were purchased in 2005. The radios are no longer supported by Motorola beginning 2017. Therefore current portables are outdated and do not meet the needs of the department or the City of Gustine.

After a lengthy search, staff found the Kenwood NX 5400 through Emergency Vehicle Specialists, Inc. located in Hollister, California. The Kenwood radio is a newer radio that will be useful for another 10 years. It has the capabilities of expansion and is P-25 compliant.

The new radios will allow the scanning of multiple frequencies and is adaptable to our current needs. Staff contacted other distributors and found the following costs in comparing overall equipment:

Emergency Vehicle Outfitters	\$7482.00
Delta Wireless	\$9005.00
Ray's Radio	\$8500.00

The onetime cost would include the following items:

\$6,600.00	8 - NX-5400 Kenwood 700/800Mhz 3.0 W Analog Standard Key Radios
\$1,080.00	8 - Kenwood Li-on 2600mAh Battery
\$560.00	8 - Kenwood 180 Series Rapid Charger
\$1,040.00	8 - Kenwood Speaker Mic for NX-5400
\$280.00	8 - Kenwood Standard 700/800 Whip Antenna
\$2,600.00	Discount
\$522.00	Sales Tax
\$7,482.00	Total

FISCAL IMPACT

One time cost for the purchase of radios and all necessary equipment and installation of all required frequencies is \$7,482.00

RECOMMENDATION

Council authorize the appropriation of funds from the Traffic Ticket Fund to purchase Eight (8) NX-5400 Kenwood portable radios for use by the police department.

EXHIBIT(S)

A) Quotation from Emergency Vehicle Specialists, Inc.

APPROVED BY:

STEVE WRIGHT, INTERIM CITY MANAGER

emergency vehicle specialists, inc.

300 Park Center Drive, Ste 1, Hollister, CA 95023

Phone: 831-634-1600

Fax: 831-634-1602

QUOTATION

Quote Number: 1567

Quote Date: Oct 31, 2016

Page: 1

Quoted To:

Gustine Police Department
Attn: Accounts Payable
PO Box 16
Gustine, CA 95322

Ship To:

Gustine Police Department
Attn: Accounts Payable
PO Box 16
Gustine, CA 95322

Customer ID	Good Thru	Payment Terms	Sales Rep
00252	11/30/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
8.00	NX-5400K2	Kenwood 700/800MHz 3.0W Analog Standard Key Model Portable	825.00	6,600.00
8.00	KNB-L2M	Kenwood Li-Ion 2600mAh Battery	135.00	1,080.00
8.00	KSC-32	Kenwood 180 Series Rapid Charger	70.00	560.00
8.00	KMC-54WDM	Kenwood Speaker MIC for NX-5000s Only	130.00	1,040.00
8.00	KRA-32K	Kenwood Standard 700/800 MHz Whip Antenna	35.00	280.00
8.00	E-D	Equipment Discount Stock reduction sale	325.00	-2,600.00
<p>NX-5400 Stock reduction sale. Only 8 units available at this price. Programming, delivery and training at no charge.</p>				

By signing this document I acknowledge that I have carefully examined the details and have found it to conform to my order specifications and accept full ownership of the products and all associated responsibility, I assume responsibility for any required shipping charges, even when omitted from my purchase order. Upon Approval, Equipment & Parts Will Be Invoiced At Time Of Order & Due Within Above Terms Unless Otherwise Negotiated In Writing. Installation Will Be Billed Separately At Completion. 20% Restocking Fee For Cancellation of Order or Return of Equipment.

Subtotal	6,960.00
Sales Tax	522.00
Freight	
TOTAL	7,482.00

Accepted By _____

Title

Date



We Appreciate The Opportunity To Provide You This Quotation.



CITY COUNCIL AGENDA ITEM

JANUARY 3, 2017

PREPARED BY: Stephen L. Wright, Interim City Manager

SUBJECT: CalTrans Master Agreement and Supplemental Agreement for 4th and 5th Roundabout

BACKGROUND/DISCUSSION

Attached for Council consideration are two agreements between the City and CalTrans. The first is an updated generic agreement between the agencies that sets forth the various terms and conditions that the City and CalTrans will abide by in future for all local assistance projects that may be implemented on State roadways. This is simply a revision of an existing agreement between the City and the State.

The second agreement is a Program Supplemental Agreement specific to an upcoming project that is subject to State local assistance funding. On February 2, 2016 the City Council approved a recommendation from the Traffic Commission for the construction of a small roundabout at 4th Avenue and 5th Street. The project is currently in the design stage and will be coming back to the Council for further evaluation of the issues that were raised at previous meetings. Issues like parking, landscaping, drainage and elimination of stop signs are still to be discussed. Funding for the project will be from CMAQ funding and therefore this Supplemental Agreement is needed in order to access these funds.

Both agreements have been reviewed by City Attorney Josh Nelson and the attached Resolutions have been prepared authorizing the Mayor to execute the agreements.

FISCAL IMPACT

There are no direct costs associated with the master agreement. The Supplemental Agreement calls for \$66,397 in CMAQ funding with a planned \$8,603 local match.

RECOMMENDATION

Council adopt the attached Resolution authorizing the City Manager to execute the Master Agreement Administering Agency – State Agreement for Federal – Aid Projects.

Council adopt the attached Resolution authorizing the City Manager to execute the attached Program Supplemental No. 007-F to Administering Agency – State Agreement for Federal-Aid Projects No. 10-5230F15 for project number CML 5230(008).

EXHIBIT(S):

- A) Minutes of February 2, 2016
- B) Council staff reports of February 2, 2016 and October 6, 2015
- C) CalTrans Master Agreement
- D) CalTrans Supplemental Agreement

- E) Resolution authorizing the City Manager to execute the Master Agreement Administering Agency – State Agreement for Federal – Aid Projects
- F) Resolution authorizing the City Manager to execute the attached Program Supplemental No. 007-F to Administering Agency – State Agreement for Federal-Aid Projects No. 10-5230F15 for project number CML 5230(008)

4. PUBLIC HEARING to Consider Waiving the Second Reading and to Approve an Ordinance Amending Portions of Title 5 Chapter 8 of the Gustine Municipal Code Relating to the Commercial Cultivation and Transportation of Medical Marijuana

1. *Receive Staff Report*
2. *Open the Public Hearing*
3. *Close the Public Hearing*
4. *Consider a motion to waive the second reading and to adopt the Ordinance amending portions of Title 5 Chapter 8 of the Gustine Municipal Code Relating to the Commercial Cultivation and Transportation of Medical Marijuana*

City Manager Scully presented the staff report. The Mayor opened the public hearing at 6:47 P.M. There was no public comment. The public hearing was closed at 6:48 P.M. After some discussion, Mayor Pro Tem Oliveira made a motion to waive the second reading and to approve the ordinance amending portions of Title 5 Chapter of the Gustine Municipal Code relating to the commercial cultivation and transportation of medical marijuana. The motion was seconded by Council member Nagy and, carried 5-0.

5. Consider Conceptual Design of Downtown Traffic Circle

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the Downtown traffic circle conceptual design and to proceed with CMAQ grant funding program*

City Manager Scully presented the staff report. Derek Alexander, 72 Via Jodi Gustine and President of the Gustine Chamber of Commerce offered commentary on behalf of several Gustine Business Owners. Craig Christenson, 657 West Ave Gustine, expressed his opinion on the number of spaces accessible parking stalls would utilize. Lynn Schultz, 1250 North Ave Gustine, expressed his concern with the potential loss of parking spaces and also felt the expenditure was not necessary at this time. Rick Nagle, 404 Jensen Rd. Gustine, spoke toward being in favor of the project. Anthony Borges, of Gustine, advised his opinion of opposition to the project. Jennifer Villalobos, 494 5th St. Gustine, expressed her agreement with the project for the improvement in safety this project would provide to pedestrians. Ben Coralini, Owner of Pioneer Drug Store, advised his favorable opinion of the project for the benefits it would provide in accessibility and draining. Mike Gandy, 1135 Bonta Ave Gustine, asked Council to consider moving forward with the project due to the availability of grant funding. Pat Snoke, 803 Laurel Ave Gustine, asked Council to consider approval of this project for the improvement in sidewalks and curbs. Bart Garcia, 1320 Bonta Ave Gustine, urged Council to consider moving forward with the project. There was a lengthy discussion in which City Engineer Mario Gouveia provided project information. Council member Hasness made a motion to approve the conceptual plan, with the final rendering to come back before Council for final approval, and to proceed with CMAQ grant funding program for the Downtown Traffic Circle project. The motion was seconded by Council member Anderson, and carried 4-1 with Mayor Pro Tem Oliveira in opposition.

6. Consider Request for Fee Waiver of Goman Community Center from Gustine Chamber of Commerce

1. *Receive Staff Report*
2. *Receive Public Comment*



ITEM NO. 5

COUNCIL AGENDA ITEM

FEBRUARY 2, 2016

PREPARED BY: Sean Scully, City Manager

SUBJECT: CMAQ - Consideration of Downtown Traffic Circle

BACKGROUND/DISCUSSION:

In the last quarter of 2015 Council considered a potential grant opportunity for the possible construction of a traffic circle at the intersection of Main St (5th St) and 4th Ave (See Exhibit B for original staff report). The Council debated the project at length discussing key issues such as downtown aesthetics, community opinion of traffic circles in the downtown, storm drain issues, potential loss of parking, potential addition of handicap parking, functional crosswalk upgrades and financial ability to cover grant match requirements. At the end of the discussion, the Council directed staff to send the matter to the Traffic Committee for a recommendation and to incorporate some feedback from the meetings into the conceptual design.

Staff presented the matter to the Traffic Committee at their October 21, 2015 meeting. After much discussion the committee voted to recommend moving forward with the traffic circle project to the Council. Significant comments made by the Traffic Committee revolved around the importance of fixing the storm drain issue, concern about how the circle would change the downtown aesthetic, consideration of how the roundabout could be constructed so that parades and other public events would not be impeded.

The City Engineers office took this feedback and the original feedback from Council and made updates to the original conceptual design to incorporate those ideas into a new conceptual plan (exhibit A). The amended design includes decorative crosswalks, a lower profile traffic circle which would allow rollover access for parades, ADA parking integration, and amended landscapes. The circle would be designed with a roll over apron as well as a rover plateau which would allow flexibility for parades and events (in addition to giving a designated area for the yearly Christmas tree placement).

ANALYSIS:

It is important to keep in mind when considering the project that the project would be funded under the CMAQ (Air Quality) program and the project is eligible for funding due to the fact that the project could reduce the number of stop signs in the downtown area. Questions have been raised about why other more traditional projects at that location have not been applied for under the program, the reason is that Air Quality funds under CMAQ must be used in ways that reduce emissions which eliminates the possibility for more straight forward sidewalk/street rehab projects.

There are a number of potential benefits as well as potential drawbacks to this project that Council should consider:

Potential benefits of the project include:

- Improved traffic safety and flow at this intersection
- An opportunity to improve ADA access at cross walks and parking within the project area
- Opportunity to improve storm water draining issues within the project area
- Aesthetic changes to the surrounding areas.
- Emission Reductions

Potential Drawbacks

- Loss of at least two (2) parking spaces per corner to accommodate driveway reconfiguration.
- Loss of some currently established landscaping
- Concern among some of the community about the feasibility of the roundabout as a traffic mechanism
- Potential to change historic character of downtown
- Requirements of match which would necessitate use of discretionary funds which could be used for other purposes

Due to the wide range of implications both positive and negative, that this project has the potential create, it is important that Council consider all aspects of the project. When boiled down to the most basic issue, the question revolves around whether or not this traffic improvement is (in the opinion of the Council) right for the downtown area.

In the event that Council were vote to proceed with the project, the funding for construction would likely not be available till 2018-2019.

FISCAL IMPACT:

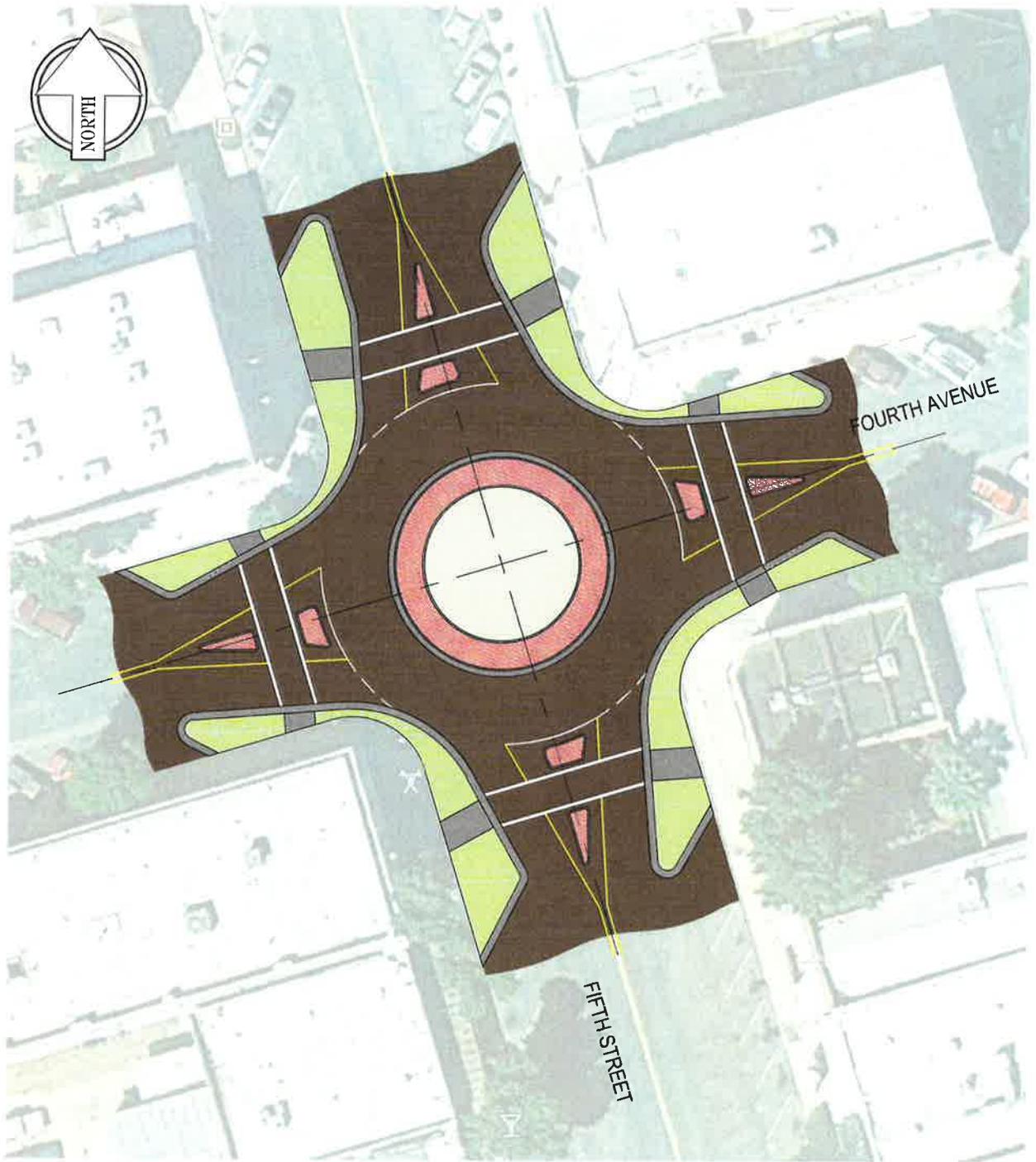
The estimated total cost for the project is \$626,100, the grant would fund 88.43% (\$554,285) and the City would be responsible for 11.47% (\$71,815). The City does not have specific roadway funds set aside for this project, with the lack of a transportation measure the funds would likely need to be allocated from other discretionary accounts such as the User Utility Tax or Sales of City Property. Due to the timeframe where construction funds would become available, staff could begin to set aside road tax funds (where available) for the match portion of the project in order to satisfy the bulk of the construction match for the 2019 fiscal year.

RECOMMENDATION:

Council to consider the conceptual design and provide staff direction on whether or not to move forward with the CMAQ grant funding program with the proposed conceptual traffic circle design.

EXHIBIT:

- A) Amended Conceptual Design
- B) Original staff report on the roundabout



Conceptual Illustration

Not to Scale

Jan 21, 2014 - 1:44pm
V:\CO959504\CAD\entb\152013\dwm\m.dwg



GOUVEIA ENGINEERING, INC.
CONSULTING ENGINEERS

456 Sixth Street • Gustine, California 95322
Telephone (209) 854-3300 • Fax (209) 854-3600

City of Gustine

CMAQ Project
Roundabout at 5th St. & 4th Ave.

FIGURE

1

Drawn By

D. Reed

DATE 1/18/14

PROJECT NUMBER

995.04



COUNCIL AGENDA ITEM

October 6, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: CMAQ - Consideration of Downtown Traffic Circle

BACKGROUND/DISCUSSION:

As Council is well aware, the City of Gustine has spent significant time and resources searching for a variety of different grant sources to fund the downtown revitalization project as laid out in the 2010 Transportation Enhancement Plan. Recently staff has been notified by the CMAQ program that a downtown traffic circle project would be eligible for funding due to the fact that the project could reduce the number of stop signs in the downtown area. The City Engineers office looked at various options that would qualify for funding and have developed the traffic circle as a conceptual option for Council to consider. It is important to keep in mind that at this stage the City has not committed to any particular course of action, the decision on whether or not to move forward is predicated on Council direction and concurrence. When considering this option it is also important to keep in mind that the design is purely conceptual at this stage. The specifics of landscaped area, ADA parking, and exact site placement would be more fully realized in the engineering design phase.

The attached conceptual design proposes a small traffic circle in the intersection of Main St (5th St) and 4th Ave. The conceptual design includes new landscaping, full ADA ramps/improvements, asphalt overlay of the roadway within the project area, and median/traffic circle improvements. The estimated total cost for the project is \$626,100, the grant would fund 88.43% (\$554,285) and the City would be responsible for 11.47% (\$71,815). The circle would be designed with a roll over apron as well as a rover plateau which would allow flexibility for parades and events (in addition to giving a designated area for the yearly Christmas tree placement). The project would also include revamping of crosswalks and ADA ramps in the area which are currently out of compliance. The project would eliminate two stop signs in the east west direction of 4th. Staff has discussed the possibility of including removable bollards on the plateau of the traffic circle.

While the traffic circle portion of this project are not (admittedly) part of the original downtown design document, the remaining sections (sidewalk, cross walks, aesthetic improvements) provide a real opportunity for the community to make large scale upgrades to a core section of downtown. The consideration for the Council is whether or not to move forward with this grant and design/construction of the improvement. If Council decided to move forward preliminary engineering would provide be the stage

where specifics relating to parking, landscaping, lighting and other details could be worked out with the City Engineers design team.

FISCAL IMPACT:

Detailed in the 2nd paragraph of the background and discussion section.

RECOMMENDATION:

Council to consider the conceptual design and provide staff direction on whether or not to move forward with the CMAQ grant funding program with the proposed conceptual traffic circle design.

EXHIBIT:

- A) Conceptual Design

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

10 City of Gustine

District Administering Agency

Agreement No. 10-5230F15

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

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

ARTICLE II - RIGHTS OF WAY

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

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

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

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

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

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.
17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

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

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

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

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

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

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

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

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

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

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

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

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

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

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

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of Gustine

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

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

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

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

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

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

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

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 10-MER-0-GUS
CML-5230(008)
At 5th Street and 4th Avenue

August 16, 2016

Ms. Kathryn Reyes
Director of Public Works
City of Gustine
P.O. Box 16
Gustine, CA 95322

Attrn: Mr. Sean Scully

Dear Ms. Reyes:

Enclosed are two originals for both the Administering Agency-State Agreement No. 10-5230F15, Program Supplement Agreement No. 007-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


FOR WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(10) DLAE - Parminder Singh

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

EA No:

Date: 08/15/2016
 D_CO RT: 10-MER-0-GUS
 Project No: CML-5230(008)
 Adv Project Id: 1016000158
 Period of Performance End Date: 06/30/2018
 Agreement End Date: 03/31/2020

Attention: City of Gustine

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL	LOCAL
Agency Preliminary Engineering	Pro Rata	\$75,000.00	\$75,000.00	88.53%	\$66,397.00	\$8,603.00
Totals:		\$75,000.00	\$75,000.00	0.00%	\$66,397.00	\$8,603.00

Participation Ratio: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: HQ Area Engineer

For questions regarding finance letter, contact:

Printed Name : David Giongco

Telephone No: 916-653-4797

Remarks: SEQ 1 - RFA PE.

ACCOUNTING INFORMATION							Cooperative Work Agreement			
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROX. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1016000158	16102F	2030010820	F	\$66,397.00	1516	\$0.00	\$66,397.00	06/30/21		

PROGRAM SUPPLEMENT NO. F007
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5230F15

Adv Project ID **Date:** August 3, 2016
1016000158 **Location:** 10-MER-0-GUS
Project Number: CML-5230(008)
E.A. Number:
Locode: 5230

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

At 5th Street and 4th Avenue

TYPE OF WORK: Construct Roundabout

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M003		LOCAL	OTHER
\$75,000.00	\$66,397.00		\$8,603.00	\$0.00

CITY OF GUSTINE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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

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

Accounting Officer *[Signature]*

Date 8/10/2016

\$66,397.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
- B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
- C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
- D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

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

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

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

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

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

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

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

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

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

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

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

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

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

- O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.
3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

RESOLUTION NO. 2017-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE AUTHORIZING THE CITY
MANAGER TO EXECUTE MASTER AGREEMENT NO. 10-5230F15, ADMINISTERING
AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS**

WHEREAS, the City of Gustine, has received a request from the Department of Transportation to enter into a Master Agreement No. 10-5230F15 for Federal-Aid Projects; and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute the Master Agreement No. 10-5230F15.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gustine that it does hereby authorize the City Manager to execute said document.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Gustine, held on the 3rd day of January, 2017 passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor, City of Gustine

ATTEST:

Deputy City Clerk

RESOLUTION NO. 2017-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT NO. 007-F
TO MASTER AGREEMENT NO. 10-5230F15, FOR PROJECT NO. CML-5230(008)**

WHEREAS, the City of Gustine, has received a request from the Department of Transportation to enter into a Program Supplemental Agreement No. 007-F to Master Agreement No. 10-5230F15 for project No. CML-5230(008); and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute the Program Supplemental Agreement No. 007-F.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gustine that it does hereby authorize the City Manager to execute said document.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Gustine, held on the 3rd day of January, 2017 passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor, City of Gustine

ATTEST:

Deputy City Clerk