



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, September 2, 2014

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Pierre Neu*

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Nanci Mills, City Clerk*

---

**6:00 p.m. – Executive Session**

**AGENDA**

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Property Located at Grant Avenue (APN #'s 003-370-028, 003-370-029, 003-370-030), Winters – Real Property Negotiator City Manager John W. Donlevy, Jr.

---

**6:30 p.m. – Regular Session**

**AGENDA (pp 1-4)**

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

## COUNCIL/STAFF COMMENTS

### PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

### CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 19, 2014 (pp 5-10)
- B. Resolution 2014-26, a Resolution of the City Council of the City of Winters, Approving the Acceptance of a Grant from the State of California Department of Forestry and Fire Protection in the Amount of \$9,444.00 (pp 11-24)
- C. A Proclamation of the City Council of the City of Winters Recognizing September as Literacy Awareness Month (pp 25)

## PRESENTATIONS

Proclamation of the City Council of the City of Winters  
Recognizing September as Literacy Awareness Month

## DISCUSSION ITEMS

- 1. Exclusive Negotiation Agreement ("ENA") with Winters Healthcare Foundation for a portion of Grant Avenue Commercial (APN #s 003 370 028, 003 370 029, and 003 370 030 (pp 26-34)

2. Purchase of CalOpps Recruitment Software (pp 35-48)
3. Liaison & Committee Assignments (pp 49-50)

---

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

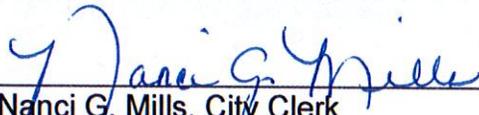
1. None

---

CITY MANAGER REPORT

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 2, 2014 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on August 28, 2014, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nancy G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)

*General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.*

*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

*How to obtain City Council Agendas:*

View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)  
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

*Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.*

*City Council agenda packets are available for review or copying at the following locations:*

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

*During Council meetings – Right side as you enter the Council Chambers*

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Winters City Council Meeting  
Held on August 19, 2014

---

**Executive Session**

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Property Located on Abbey Street (APN #'s 003-204-018, 003-204-002, 003, 004, 005, 006), Winters – Real Property Negotiator City Manager John W. Donlevy, Jr.

Mayor Aguiar-Curry reported there was nothing to report from Executive Session. Those present during the Executive Session were Mayor Aguiar-Curry, Council Members Cowan, Fridae and Neu, City Manager John Donlevy and Housing Programs Manager Dan Maguire. Absent was Council Member Anderson.

---

**Regular Session**

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:31 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry  
Absent: None  
Staff: City Manager John Donlevy, City Clerk Nanci Mills, City Attorney Ethan Walsh, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Housing Programs Manager Dan Maguire, Project Manager Jim Keating, and Management Analyst Tracy Jensen.

Dave Adams led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Cowan, second by Council Member Fridae to approve the agenda with no changes. Motion carried by the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

### COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 5, 2014

Motion by Council Member Cowan, second by Council Member Anderson to approve the consent calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

PRESENTATIONS: None

### DISCUSSION ITEMS

1. Wastewater Disinfection, Irrigation Improvements, and Updates on Water and Waste Water Projects

Environmental Services Manager Carol Scianna gave an overview and requested that Council postpone the approval of expenditures for Telstar Instruments to a later date. Mayor Aguiar-Curry asked about proactive methods to promote the recycled wastewater project. City Manager Donlevy suggested issuing area officials, regional board members and the media an invitation to tour the project area, as Winters is one of the only cities currently doing this type of project. He added that Dan Martinez' good farming practices makes it a good platform.

Carol reported that the bio solids were removed from pond 2 and staff is currently working on pond 4. Regarding Chromium 6, the California Department of Public Health states that effective July 1, the maximum contaminant level is 10 parts per billion, which would find 4 out of 5 wells over the limit. The cost to remove Chromium 6 from the City's wells range from \$600,000 - \$4 million per well. Mayor Aguiar-Curry asked for a periodic report as our constituents need a fair warning.

Carol also reported that through water conservation measures, groundwater monitoring has reflected a 30% drop in usage. Council Member Cowan commended staff on the recycled wastewater project. Mayor Aguiar-Curry asked if a recycled wastewater rate has been finalized. City Attorney Walsh said due to the short time frame this year, he thought it best to wait until next year to finalize a rate.

## 2. Planning Commission Appointment

City Attorney Ethan Walsh gave an overview and advised the Planning Commission subcommittee to bring forth the names of two applicants as their recommendation to Council.

Council Member and Subcommittee Member Cowan said six candidates were interviewed and all were qualified for the position, but found the top two candidates were Sally Brown and Paul Myer. Council Member Cowan then made the motion to appoint Paul Myer.

City Attorney Walsh directed Council to shelf the motion and allow for public comment following staff comments.

Council Member and Subcommittee Member Neu thanked all of the applicants for applying and added there would be more openings in the future and urged candidates to re-apply if not appointed tonight. He also encouraged new residents to Winters to join committees, attend Planning Commission and City Council meetings and get involved in the community. Although both subcommittee members agreed on the final two candidates, and after expounding her qualifications and contributions to the community, Council Member Neu encouraged the appointment of Sally Brown.

John Pickerel, 488 Main Street, said Paul Myer is a thinker who makes complex things simple and was glad to see that he was being considered for the position.

Council Member Fridae said they were lucky to have both candidates and spoke with Paul about his vision, but said Sally has been involved in many things, is a great contributor, attends many of the Planning Commission and City Council

meetings and is well-informed, is a researcher and he respects her for repeatedly re-applying. She represents a portion of the citizens who share a love of the environment and her divergent perspective and dissenting voice are not respected.

With the motion on the floor to appoint Paul Myer, the motion was seconded by Council Member Anderson. Motion carried with the following roll-call vote:

AYES: Council Members Anderson, Cowan, Mayor Aguiar-Curry  
NOES: Council Members Fridae and Neu  
ABSENT: None  
ABSTAIN: None

### 3. Putah Creek Off-Leash Dog Area / Vicious Animal Ordinance

City Manager Donlevy gave an overview, and following a lengthy discussion, said this ordinance will come back to Council.

Sally Brown, 24 E. Main, thanked members of the committee, the Council and City Manager Donlevy for the positive process and the numerous issues that have been considered. Signage will clearly improve the area, as will citizen training and certification. Yolo County would like to get a rabies shot clinic back in Winters and promote licensing, making it easy for residents to comply.

Motion by Council Member Fridae, second by Council Member Neu to refer the establishment of an Off Leash Dog Walking Area to the Winters Putah Creek Committee for review and recommendation and to prepare an ordinance amendment in reference to the regulation of vicious animals. Council Member Anderson asked if the motion included an increase in insurance coverage from the current amount of \$50,000. City Attorney Walsh will research for a reasonable liability insurance amount and that the motion was sufficient.

Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

### 4. Purchase of Public Works Vehicles and Equipment

Public Works Superintendent Eric Lucero gave a background of the vehicles scheduled to be replaced. With the hiring of new full-time employees and the

scheduled move to take over the wastewater treatment plant in December, vehicles will be needed to accommodate these public works employees.

Motion by Council Member Cowan, second by Council Member Fridae to approve the purchase of new vehicles and equipment for the Public Works Department as recommended. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

5. Voting Delegate for the League of California Cities Annual Conference Relative to the Resolution Being Considered

City Clerk Nanci Mills gave an overview of the resolution being considered.

Motion by Council Member Fridae, second by Council Member Neu, directing the delegates to support the resolution being considered. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

---

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

1. Resolution SA-2014-06, A Resolution of the City of Winters as Successor Agency to the Winters Community Development Agency Adopting the 14-15B ROPS

Agency Chairman Fridae convened the Successor Agency to the Winters Community Development Agency at 7:55 p.m.

City Manager Donlevy gave an overview.

Motion by Agency Member Anderson, second by Agency Member Aguiar-Curry to approve Resolution SA-2014-06, adopting the 14-15B Recognized Obligation Payment Schedule (ROPS). Motion carried with the following vote:

AYES: Agency Members Aguiar-Curry, Anderson, Cowan, Neu, Agency  
Chair Fridae  
NOES: None  
ABSENT: None  
ABSTAIN: None

Agency Chairman Fridae closed the Successor Agency to the Winters  
Community Development Agency at 7:56 p.m.

---

CITY MANAGER REPORT: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:57 in memory  
of Ben Davis.

---

Cecilia Aguiar-Curry, MAYOR

ATTEST:

---

Nanci G. Mills, City Clerk



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** September 2, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Aaron McAlister, Fire Chief  
**SUBJECT:** Resolution 2014-26, Grant Acceptance, 2014 Cal Fire Volunteer Fire Assistance Program (VFA)

---

**BACKGROUND:**

The Cal Fire VFA program competitively awards grant funding directly to fire departments to enhance firefighter safety and firefighting capabilities.

The primary goal is to provide financial resources in order to enhance fire department's firefighting capabilities and the safety of responders. The program seeks to support organizations that lack the tools and resources necessary to protect the health and safety of the public and emergency response personnel with respect to fire and all other hazards they may face.

On May 22, 2014, the Winters Fire Department applied for a 2014 VFA Grant to purchase communication and personal protective equipment (PPE) which includes; 8 handheld VHF radios, and 10 of each of the following wildland PPE; jackets, pants, helmets, goggles, shrouds, gloves, boots and web gear.

A key component to this grant opportunity is the replacement of 8 handheld radios, a critical component of a firefighter's communication capabilities. The current radio inventory in use by the Winters Fire Department includes units that are technologically

obsolete; limited to 16 channel capability, not capable of the many tactical frequencies, not capable the necessary frequencies that would be used in the event of a major disaster, cannot be programmed in the field, and do not meet Federal Communications Commission's (FCC) requirements for narrow banding requirements.

In recent years, a newer version of our handheld radios has been manufactured. This version is capable of handling 500 channels, providing interoperability with local, state and federal agencies, is field programmable, is upgradeable, and meets the FCC requirements for narrow banding frequencies.

On July 24, 2014, the Winters Fire Department was notified that the grant application was successful. If approved by the City Council, the VFA Grant Program would provide State funding of \$9,444.00 and would require a 50 percent cost share (\$9,444.00) from the applicant agency (City of Winters).

It is possible that, through competitive bidding, individual item costs could come in below expectations. Should this occur, we may be able to acquire more of items needed while staying within the total project expenditure of \$18,888.00.

#### **FISCAL IMPACT:**

The 50-percent applicant share of project funds (\$9,444.00) was not planned for and is not contained within the 2014-2015 Fire Department Budget. The attached resolution includes an amendment to the 2014-2015 budget in that amount.

#### **OPTIONS**

1. Adopt the resolution accepting the grant award and related budget amendment as presented
2. Reject the grant award

#### **RECOMMENDATION:**

Adopt the attached resolution accepting the California Department of Forestry and Fire Protection Volunteer Fire Assistance Program Agreement #7FG14049.

#### **ATTACHMENTS:**

1. Resolution 2014-26
2. VFA Program Agreement
3. VFA Grant Application

Resolution No. 2014-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION IN THE AMOUNT OF \$9,444.00 WITH MATCHING FUNDS IN THE AMOUNT OF \$9,444.00 FOR A TOTAL PROJECT COST OF \$18,888.00; ADDING FUND 382 VOLUNTEER FIRE ASSISTANCE GRANT (TO ACCOUNT FOR THE GRANT) AND AUTHORIZING BUDGET ADJUSTMENTS IN THE AMOUNT OF \$9,444.00 IN GRANT REVENUES; AND \$9,444.00 IN EXPENDITURES FOR FUND 382 and \$9,444 IN EXPENDITURES FOR FUND #427

WHEREAS, The City of Winters Fire Department has unmet needs for firefighting protective equipment, communications equipment and,

WHEREAS, The Fire Department has identified the Volunteer Fire Assistance Agreement as a funding source to assist them in meeting these needs and,

WHEREAS, the Fire Department applied to the program on May 22, 2014 and,

WHEREAS, the Fire Department's application was successful.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Winters does hereby accept and approve the agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the agreement, and any amendments thereto. This agreement provides for an award, during the term of this agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2014-2015 up to and no more than the amount of \$9,444.00.

BE IT FURTHER RESOLVED that John Donlevy, City Manager, is authorized to sign and execute said agreement and any amendments on behalf of the City of Winters.

DULY AND REGULARLY ADOPTED this 19<sup>th</sup> day of August, 2014 by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

CITY OF WINTERS

\_\_\_\_\_  
Cecilia Aguiar Curry, Mayor

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, City Clerk

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)  
(916) 653-7772



July 24, 2014

City of Winters Fire Department  
700 Main Street  
Winters, California 95694  
ATTN: Greg Lewis

Dear Fire Division Chief Greg Lewis,

Congratulations! City of Winters Fire Department's 2014 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$9,444. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG14049 package to be completed and returned to me no later than December 1, 2014 or the award will be forfeited. The package includes Instructions/Checklist, Four (4) copies of your department's VFA Agreement to be completed and your approved VFA award application (Exhibit A). It is important that you read and follow the instructions carefully.

**DO NOT** purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to allocate the funds to another fire department.

If you have any questions, please call me at (916) 653-6179 or email [Amber.Davidson@fire.ca.gov](mailto:Amber.Davidson@fire.ca.gov).

Sincerely,

Amber Davidson  
CFAA Grant Manager  
Cooperative Fire Program

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and \_\_\_\_\_

\_\_\_\_\_ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2014 or LOCAL AGENCY will forfeit the funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 2 OF 6**

7. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2014-15 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$9444 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2014.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2015 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 3 OF 6

- 11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number(s): \_\_\_\_\_  
FAX Number: \_\_\_\_\_  
E-mail \_\_\_\_\_

**STATE:** Department of Forestry and Fire Protection  
Cooperative Fire Programs, Room 1653-2A  
P. O. Box 944246  
Sacramento, California 94244-2460  
**PHONE: (916) 653-6179**  
**FAX (916) 653-9708**

- 12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
- 13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for Agreement funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
- 16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation.

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 4 OF 6**

The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE Sacramento Property Office of the disposal of such items.

17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE Sacramento Property office will advise the appropriate STATE Unit and LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT**: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES**: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION**: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
21. **DRUG-FREE WORKPLACE REQUIREMENTS**: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 5 OF 6**

- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2015.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 6 OF 6**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

LOCAL AGENCY

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\*Signature

Dan Sendek  
Printed Name

\_\_\_\_\_  
Printed Name

Staff Chief  
Title  
Cooperative Fire Programs

\_\_\_\_\_  
\*\*Title

\_\_\_\_\_  
Last Signatory Date

\_\_\_\_\_  
\*\*\*Date

\*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.

\*\*Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.

\*\*\*Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

**FOR STATE USE ONLY**

AMOUNT ENCUMBERED BY THIS DOCUMENT  <b>\$9,444</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Support</b>			FUND TITLE <b>Federal</b>	<i>Department of General Services Use Only</i>
	(OPTIONAL USE) Vendor #				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$0</b>	ITEM <b>3540-001-0001</b>	CHAPTER <b>25</b>	STATUTE <b>2014</b>	FISCAL YEAR <b>14/15</b>	DGS APPROVAL NOT REQUIRED PER SAM 1215
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$9,444</b>	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>14-9214-418.99-92527</b>				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER <b>X</b>			DATE		

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

**CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

**APPLICATION FOR FUNDING  
and  
GRANT ASSURANCES**

**COOPERATIVE FORESTRY ASSISTANCE ACT  
OF 1978**

**EXHIBIT A  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
APPLICATION FOR FUNDING  
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978  
VOLUNTEER FIRE ASSISTANCE PROGRAM - Agreement #7FG \_\_\_\_\_**

Type or print neatly in ink. Complete in duplicate; Submit original to CAL FIRE Operational Unit and keep one copy for your file.

**A. DEPARTMENT/ORGANIZATION**  
 Name: City of Winters Fire Department  
 Street Address: 700 Main Street  
 Mailing Address: Same  
 City, State, Zip: Winters, CA 95694  
 Telephone: (530) 795-4131

**B. AREA TO BE SERVED BY AWARD** (Includes areas covered by contract or written mutual aid agreements).  
 Number of Communities: 2 Area: 86 sq. miles Congressional District #: 01  
 Population: 7,500 Annual Budget: \$798,904.00 Latitude 38°31.288N  
 Longitude 121°58.943W

**C. ACTIVITY: Average annual number of emergency incidents.**  
 Fire: 75 EMS: 390 Other: 199 = **Total: 664**

**D. PURPOSE OF GRANT** (Check all that apply. HazMat, EMS, and Rescue equipment are not authorized).  
 Safety Equipment XXX Fire equipment \_\_\_\_\_ Radio Equipment XXX Training \_\_\_\_\_

**E. PROPOSED PROJECT (List individual items for funding):**

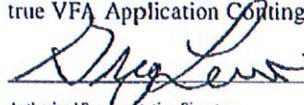
<u>Item (Group by project type)</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
1. <u>Wildland Coat</u>	<u>10</u>	<u>\$199.99</u>	<u>\$1,999.90</u>
2. <u>Wildland Pants</u>	<u>10</u>	<u>\$203.99</u>	<u>\$2,039.90</u>
3. <u>Wildland Helmet</u>	<u>10</u>	<u>\$49.58</u>	<u>\$495.80</u>
4. <u>Goggles</u>	<u>10</u>	<u>\$29.50</u>	<u>\$295.00</u>
5. <u>Shroud</u>	<u>10</u>	<u>\$22.00</u>	<u>\$220.00</u>
6. <u>Wildland Gloves</u>	<u>10</u>	<u>\$29.95</u>	<u>\$299.50</u>
7. <u>Wildland Boots</u>	<u>10</u>	<u>\$192.00</u>	<u>\$1,920.00</u>
8. <u>Wildland Web Gear</u>	<u>10</u>	<u>\$180.00</u>	<u>\$1,800.00</u>
9. <u>Bendix King Portable</u>	<u>8</u>	<u>\$1,227.00</u>	<u>\$9,816.00</u>
<b>PROJECT TOTAL COST</b>			<b>\$ <u>18,586.60</u></b>
<b>TOTAL APPLICATION REQUEST (UP TO 50% \$500 minimum; Possible \$20,000 maximum)</b>			<b>\$ <u>9,293.30</u></b>
<b>AMOUNT FUNDED FOR THIS AGREEMENT</b>			<b>\$ <u>9,293.30</u></b>



In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding, up to the contract maximum amount: to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require additional processing and approvals before expenditures can be approved.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2015. The Recipient agrees to provide the CAL FIRE itemized documentation of the Agreement project expenditures and bill the CAL FIRE as soon as the project is complete, but no later than September 1, 2015. The Recipient gives the CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless the CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true VFA Application Contingency Clause**

  
Authorized Representative Signature

Division Chief  
Title

Greg Lewis  
Printed Name

5/22/14  
Date

VFA Exhibit A (Rev. 04/2014)



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
RECOGNIZING SEPTEMBER AS LITERACY AWARENESS MONTH**

**WHEREAS**, this September marks the 30<sup>th</sup> Anniversary of Public Libraries' Literacy Programs in the State of California;

**WHEREAS**, literacy consists of a set of skills that includes reading, writing, math and critical thinking, whose mastery enables individuals to contribute to our economy, our democracy, our security and our community;

**WHEREAS**, parents are their children's first and best teacher, and some parents must seek literacy education in order to help their children succeed in school;

**WHEREAS**, one in six adults in our Yolo County community cannot read simple instructions on forms or medicine, and 23% of all adults in the State of California are functionally illiterate;

**WHEREAS**, adult learners come from all walks of life; adult learners are co-workers, neighbors, friends and family members;

**WHEREAS**, adults with low literacy skills who seek to become more literate should be recognized for their efforts toward personal and civic growth;

**WHEREAS**, Yolo Reads, the literacy program of the Yolo County Library, has since July 2007 utilized the services of volunteer tutors to provide free literacy instruction to Yolo County adults who want to improve their reading, writing, spelling, math, and grammar skills;

**WHEREAS**, the Yolo County Library recognizes speaking and listening as basic literacy skills and offers free English conversation groups at four library branches;

**WHEREAS**, the Yolo County Library has partnered with the Department of Employment and Social Services, the Health Department and other community agencies, and together recognize the importance of literacy to basic life skills and in preparing a more productive workforce;

**WHEREAS**, the Yolo County Library has partnered with First 5 Yolo to mentor parents of young children and with the Probation Department and the Yolo County Office of Education to provide tutoring and mentoring to the incarcerated youth and AB109 population;

**WHEREAS**, the need for a highly literate citizenry increases as Yolo County moves toward an increasingly technological future;

**WHEREAS**, Yolo County has a tradition of commitment to literacy and lifelong learning;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Winters proclaims September as Literacy Awareness Month. Yolo Reads can be reached at 866.609.7303 or on the web at [www.yolocountylibrary.org](http://www.yolocountylibrary.org)

**PASSED AND ADOPTED** this 2nd day of September 2014.

**ATTEST:**

\_\_\_\_\_  
Cecilia Aguiar-Curry, MAYOR

\_\_\_\_\_  
Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** September 2, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Authorize the City Manager to enter into an Exclusive Negotiation Agreement with Winters Healthcare Foundation for development of a Federally Qualified Health Center ("FQHC") Project on a portion of the Grant Avenue Commercial property (APN #s 003 370 028, 003 370 029, and 003 370 030)

---

**RECOMMENDATION:**

Staff recommends City Council take the following actions:

- 1) Receive the staff report update,
- 2) Authorize the City Manager to execute an Exclusive Negotiation Agreement ("ENA") with the Winters Healthcare Foundation.

**BACKGROUND:**

In February of 2014, Staff began preliminary discussions with Senior Management of Winters Healthcare Foundation ("WHF") to determine their interest in consolidating their operations in a new construction facility to be located on the Grant Avenue Commercial property. Currently, the WHF has three separate facilities, all located on Main Street, with one location for the Health Clinic, another location for their Dental Clinic, and a third location for their Administrative Offices. With the recent completion of the Dollar General and Yolo Federal Credit Union Purchase and Sale Agreements, coupled with the anticipated Department of Finance approval of the Domus Development Purchase and Sale agreement, approximately 1.5 acres of the Grant Avenue Commercial property remains available.

The Board of the Winters Healthcare Foundation has discussed the potential project and has authorized Senior Management, assisted by the Commercial Real Estate firm Cassidy Turley, to issue a Letter of Intent ("LOI") to the City. That LOI was presented and discussed with City Council earlier this evening in closed session.

Staff recommends the City Council authorize the City Manager to execute a proposed Exclusive Negotiation Agreement (ENA) which will allow the City to pursue a Purchase and Sale Agreement with WHF. Once finalized, the P&S Agreement would be subject to approval by the Successor Agency, the Oversight Board, and the Department of Finance.

**FISCAL IMPACT:**

None by this action

**ATTACHMENTS:**

Exclusive Negotiation Agreement (ENA)

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of September, 2014, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Winters Healthcare Foundation Inc. , a California non-profit corporation (501 C3) ("Developer"), on the terms and provisions set forth below.

THE CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

### **100. NEGOTIATIONS**

#### **101. Good Faith Negotiations**

The City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Purchase and Sale Agreement (the "PSA") to be considered for execution between the City and the Developer, in the manner set forth herein, with respect to the sale of certain real property (the "Property") located on Grant Avenue at East Baker Street (a portion of APN#s 003 370 028, 029, & 030), Winters, California. The Property is shown on the "Map of the Property," attached hereto as Exhibit A and incorporated herein by reference. The Property is composed of certain real property currently owned by the City and to be conveyed to the Developer pursuant to the terms of the PSA. The City agrees, for the period set forth below, not to negotiate with any other person or entity regarding the sale of the Property or any portion thereof.

The Property is currently undeveloped and the City desires to sell the Property to be developed with a Federally Qualified Health Center and related uses. The City and Developer desire to engage in negotiations for the sale and development of the Property in accordance with the City's desired uses for the Property.

During the Negotiation Period, the City shall provide the Developer with reasonable access to the Property as necessary for the Developer to evaluate the Property for development as an affordable senior multifamily housing project subject to reasonable rules and requirements as may be imposed by the City.

#### **102. Duration of this Agreement**

The duration of this Agreement (the "Negotiation Period") shall be six (6) months from the date of execution of this Agreement by the City. If upon expiration of the Negotiation Period, Developer has not signed and submitted a PSA to the City, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City and Developer. If a PSA is so signed and submitted by Developer to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed PSA, (2) if appropriate, take the actions necessary to authorize the City to enter into the PSA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the PSA.

If the City has not executed the PSA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45-day period has been mutually extended by the City and Developer. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify Developer in writing of the reasons for any decision not to execute the PSA.

**200. SALE OF THE PROPERTY**

The purchase price and/or other consideration to be paid by Developer for the Property under the PSA will be established by the City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as the fair market value of the property, market conditions, affordability restrictions on the Property, and condition of the improvements, risks of the City, and risks of Developer, and will be subject to approval by the City Council after a public hearing as required by law.

**300. DEVELOPER**

**301. Nature of Developer**

Developer is a California non-profit corporation.

**302. Office of Developer**

The principal office of the Developer is 310 Main Street, Winters, CA 95694

**303. Principal Representatives of Developer**

The principal representatives of Developer for purposes of negotiating the PSA are as follows: Christopher Kelsch & Joyce Jordan.

**304 Full Disclosure**

Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional, and directly-involved managerial employees of Developer is subject to the approval of the City. Notwithstanding the foregoing, Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for the purpose of developing the Property, provided that Developer retains management and control of such entities and remains fully responsible to the City hereunder.

#### **400. DEVELOPER'S FINANCIAL CAPACITY**

##### **401. Financial Ability**

Prior to execution of the PSA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Property and fulfill the operation of the anticipated improvements to the Property as set forth in the PSA.

##### **402. Full Disclosure**

Developer will be required to make and maintain full disclosure to the City of its methods of financing to be used in the acquisition of the Property.

#### **500. CITY'S RESPONSIBILITIES**

##### **501. Environmental Documents**

The City shall be responsible for conducting any review it deems necessary and appropriate under the California Environmental Quality Act. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by Developer, unless otherwise agreed by the City, provided, however, the City shall not incur and material cost for which it shall seek reimbursement without providing prior notice thereof to the Developer. The staff of the City shall be available to meet with Developer to discuss the development of the Property, so that Developer shall have sufficient input to prepare its full proposal for the use the development of the Property.

##### **502. City Council Public Hearing**

A PSA resulting from the negotiations hereunder shall become effective only after and if the PSA has been considered and approved by the City Council at a public hearing called for such purpose.

#### **600. REAL ESTATE COMMISSIONS**

The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

#### **700. LIMITATIONS OF THIS AGREEMENT**

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake: (1) disposition of land to Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion

and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

\_\_\_\_\_, 2014

THE CITY OF WINTERS, a municipal corporation

By \_\_\_\_\_  
City Manager

"CITY"

September \_\_, 2014

Winters Healthcare Foundation, Inc,  
A California Non-Profit Corporation ,

By: \_\_\_\_\_  
Christopher Kelsch,  
Executive Director

"DEVELOPER"

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

EXHIBIT A  
MAP OF THE PROPERTY

[To Be Inserted.]







**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** September 2, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services  
**SUBJECT:** Purchase of CalOpps Recruitment Software

---

**RECOMMENDATION:**

Authorize the Purchase and Agreement for CalOpps External Website Development, Support, and Shared Hosting Services and have City Manager sign.

**BACKGROUND:**

A small group of cities collaboratively developed CalOpps, the first public sector, owned and operated, web-based job board designed exclusively for public sector employers in California. CalOpps was created to showcase the exciting public agency employment opportunities in one dynamic user-friendly website and make it easier for candidates to receive notices of employment opportunities. CalOpps features include: customized job announcement capability, on-line application processing and applicant tracking. For the job seeker, CalOpps features a job profile system that allows candidates to review career opportunities, post a job profile with a resume and be notified automatically when a job is posted matching an employment profile. CalOpps is an Internet-based job board that is easy to use and permits job seekers to search employment opportunities without cost. Candidates can browse and apply for employment with any participating agency at the click of a mouse.

When the applicant clicks the link on our website they will be directed to the CalOpps website to view the City of Winters' current employment opportunities and to apply directly online. The City of Winters goal is to attract, develop and retain a diverse, well-qualified and professional workforce. In order to achieve this the City would like to partner with CalOpps for our online application process.

**FISCAL IMPACT:**

The cost of participating in CalOpps is \$2500, plus a \$750 training fee, in year one, and \$1500 for each subsequent year. The cost for this service is in the budget.

**CALOPPS External Website Development, Support, and  
Shared Hosting Services Agreement**

This Agreement is made and entered into as of the 1st day of September, 2014 by and between the City of Winters, hereinafter referred to as "CLIENT", and the City of Foster City/Estero Municipal Improvement District, a Municipal Corporation, hereinafter referred to as "CITY/DISTRICT". CLIENT and CITY/DISTRICT shall be referred to hereinafter as the "PARTIES."

**RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CLIENT has the need to secure expert consulting services to provide CLIENT with a system of hosting an Internet employment website; and
- B. That CITY/DISTRICT is specially experienced and qualified to perform the specialized consulting services desired by the CLIENT and is willing to perform such services which shall be known as CalOpps; and
- C. That CLIENT has elected to engage the services of CITY/DISTRICT upon the terms and conditions as hereinafter set forth.

**AGREEMENT**

1. **Services.** The services to be performed by CITY/DISTRICT under this Agreement shall include those services set forth in Appendix A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Appendix A is hereby made an obligation of CITY/DISTRICT under this Agreement, subject to CLIENT's obligations set forth in Appendix A. Any changes to the Agreement shall be made only upon the mutual written agreement of the Parties.

2. **Term; Termination.** (a) The term of this Agreement shall commence upon the date hereinabove written and continue for a period of twelve (12) months. At the end of each twelve (12) month period, the Agreement shall automatically renew for an additional twelve (12) month period, provided neither party terminates the Agreement as specified herein.

(b) Neither Party shall be authorized to terminate this Agreement within the first six (6) months after execution. Thereafter, either Party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CLIENT shall compensate CITY/DISTRICT for MAC services, as defined below, rendered to the date of

termination. If CLIENT terminates the Agreement, there shall be no refund of the yearly fee paid for Network Administration. Nothing herein contained shall be deemed a limitation upon the right of either party to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue hereunder.

3. Compensation; Expenses; Payment. CITY/DISTRICT shall provide CalOpps services to CLIENT pursuant to the following fee:
  - A. CALOPPS Software System: Initial Participation Fee: Two Thousand Dollars (\$2,000.00) participation fee in year one (1) of the Agreement payable to CITY/DISTRICT upon the execution of this Agreement. A \$750.00 charge is due upon signing of the contract for system training.
  - B. Annual Fee
    1. One Thousand Five Hundred Dollars (\$1,500.00) for System Administration Maintenance and Support, as defined in Appendix A, for each subsequent year of contract renewal.
    2. In all subsequent years, provided CLIENT does not terminate the Agreement, the yearly System Administration, Maintenance and Support Fee may be adjusted based on increased costs as defined in appendix A.
  - C. Move/Add/Change ("MAC") Costs: For services authorized in writing by and provided to CLIENT in excess of the normal System Administration, Maintenance and Support covered by the annual fee, CLIENT shall pay in year one (1) of the Agreement an hourly rate calculated based on ("MAC rate") current positions salary with overhead rate. Overhead rate includes benefits percentage allocation of salary and a general admin overhead rate of 20%.
  - D. In all subsequent years, the MAC rate shall be adjusted based on labor costs.
  - E. The annual fee for System Administration, Maintenance and Support shall be due and payable on the anniversary date of this Agreement, provided CLIENT elects to renew. Payment for MAC shall be due thirty (30) days after billing for same.
  - F. CLIENT shall promptly review invoicing and notify CITY/DISTRICT of any objection thereto in writing within ten (10) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be due thirty (30) days after billing. Absent such objection, unpaid fees shall bear interest from the date due at the maximum rate then allowable by law.
4. Records. CITY/DISTRICT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by

CITY/DISTRICT hereunder. Said records shall be available to CLIENT for review and copying during regular business hours at CITY/DISTRICT's place of business or as otherwise agreed upon by the Parties.

5. Authorization. This Agreement becomes effective when endorsed by both Parties in the space provided below.
6. Reliance on Professional Skill of CITY/DISTRICT. CITY/DISTRICT represents that it has the necessary professional skills to perform the services required and the CLIENT shall rely on such skills of the CITY/DISTRICT to do and perform the work. In performing services hereunder CITY/DISTRICT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CITY/DISTRICT hereunder.
7. Relationship of Parties. It is understood that the relationship of CITY/DISTRICT to the CLIENT is that of an independent contractor and all persons working for or under the direction of CITY/DISTRICT are its agents or employees and not agents or employees of the CLIENT.
8. Defaults/Remedies. The occurrence of any one or more of the following events shall constitute a material default or breach of this Agreement by CLIENT:

A. Failure by the CLIENT to make any payment of fees required under this Agreement where such failure shall continue for a period of fifteen (15) business days after written notice by CITY/DISTRICT.

B. Violation of any of the terms of Content Agreements as listed in Appendix A to this Agreement.

In the event of a material default or breach by CLIENT, the CITY/DISTRICT may, without limiting the CITY/DISTRICT's rights or remedies, terminate CLIENT access to CalOpps website and all other services provided herein.

9. Indemnity. CLIENT hereby agrees to defend, indemnify, and save harmless CITY/District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY/DISTRICT, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, negligence, intentional tortious act or omission, or willful misconduct of CLIENT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

CITY/DISTRICT hereby agrees to defend, indemnify, and save harmless CLIENT, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or

description, which may be brought against, or suffered or sustained by, CLIENT, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, negligence, intentional tortious act or omission, or willful misconduct of CITY/DISTRICT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

**PATENT INFRINGEMENT**

CITY/DISTRICT shall indemnify and defend the CLIENT in any actions against the CLIENT to the extent that they are based on a claim of infringement for the use of CalOpps related to this Agreement, provided that CITY/DISTRICT is notified in writing of such claim. CITY/DISTRICT shall have the right to control the defense of all such claims, lawsuits and other proceedings. CLIENT shall use its best efforts to aid CITY/DISTRICT in conducting any such defense.

In case of a judgment adverse to the CLIENT or CITY/DISTRICT, CITY/DISTRICT shall make reasonable efforts to purchase the right to continued use of any infringing software on the CLIENT's behalf, or to modify CalOpps to make it non-infringing.

10. Notice. All notices required by this Agreement shall be given to the CITY/DISTRICT and CLIENT in writing, by first class mail, postage prepaid, addressed as follows:

CITY:           City of Foster City  
                  610 Foster City Boulevard  
                  Foster City, CA 94404-2299  
                  Attention: HR Director

CLIENT:       City of Winters  
                  318 First Street  
                  Winters, CA 95694  
                  Attention: Director of Administrative Services

11. Non-Assignment. This Agreement is not assignable either in whole or in part.
12. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.
13. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
15. Mediation. Should any dispute arise out of this Agreement, the Parties shall first

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

16. Entire Agreement. This Agreement, including its Appendix A and Appendix B, comprises the entire Agreement between the PARTIES.

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

CITY OF FOSTER CITY  
A Municipal Corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
James C. Hardy, City Manager

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doris L. Palmer, City Clerk

Agency: CITY OF WINTERS

Dated: \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**(SIGNATURE & TITLE)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**(SIGNATURE & TITLE)**

## **Appendix A**

Maintain and Host [www.CalOpps.org](http://www.CalOpps.org) also known as “CalOpps”

Definitions:

‘Annual Administration, Maintenance and Software Support Fee’ shall mean all work performed on CalOpps as established in Section 2, Annual Maintenance by CITY/DISTRICT on behalf of CalOpps.

‘CITY/DISTRICT’ shall mean the City of Foster City/Estero Municipal Improvement District.

‘CLIENT’ shall mean Participating Public Agency in CalOpps.

‘City Developer’ shall mean any custom development work performed by ‘CITY/DISTRICT’ staff using ColdFusion and other utility software to develop the CalOpps Website.

‘3<sup>rd</sup> Party Developer’ shall mean any developer contracted by CITY/DISTRICT to perform maintenance or custom development work on behalf of the CITY/DISTRICT to support/maintain the CalOpps application.

‘Move/Add/Change/Costs (“MAC”)’ shall mean any CLIENT requests not covered in the annual CalOpps services fees and defined in Section 1, Scope of Services.

‘Project Manager’ shall mean the CITY/DISTRICT’s Information Technology Manager or any other CITY/DISTRICT staff member so designated by the CITY/DISTRICT’s Assistant City Manager to define any project scope, project management, coordinate and manage ‘CITY/DISTRICT’ staff, and purchase necessary hardware or software.

‘Software Support’ shall mean the CITY/DISTRICT’s Human Resources Department staff or any other CITY/DISTRICT staff so designated by the CITY/DISTRICT’s Human Resources Director to provide day to day support to CLIENT agencies during Normal Working Hours.

‘System Administrator’ shall mean the CITY/DISTRICT’s Human Resources Director or any other CITY/DISTRICT staff so designated by the CITY/DISTRICT’s Human Resources Director to provide administrative oversight of the CalOpps website including marketing strategies, participant contracts, and CLIENT communication.

‘Normal Working Hours’ shall mean Monday through Friday, 7:00 a.m. to 6:00 p.m. PST or PDT (depending on the time of year), excluding Holidays observed by CITY/DISTRICT.

### **Section 1:**

#### **Scope of Services**

The CITY/DISTRICT will maintain a website such that each CLIENT is capable of performing the following at CalOpps.org:

#### **System Capabilities**

Interacting with an Agency Profile Interface  
Posting agency jobs  
Performing application Review and Rating  
Scheduling Interviews and Tests  
Entering Applicant Scores  
Creating and Tracking Notices to Applicants, including E-mail correspondence  
Enabling a dedicated Applicant Tracking System  
Searching Interest Card database  
Storing and maintaining recruitment data in accordance with the CLIENT-specified retention policy

## **Section 2:**

### **Website Hosting / Support**

#### **CITY/DISTRICT's Obligation**

CITY/DISTRICT will manage the hosting, maintenance and support of the CalOpps Application and website.

Support requests shall be provided during Normal Working Hours of CITY/DISTRICT Staff.

CITY/DISTRICT will, subject to the limitations enumerated below, maintain 24x7 up time for the website, but critical hours of operation will be 'Normal Working Hours'.

CITY/DISTRICT shall provide CLIENT with a point of contact and contact procedures for emergency service requests, including call escalation procedures.

CITY/DISTRICT shall respond to inquiries submitted to the website administrator within four (4) hours of receipt, during normal business hours.

CITY/DISTRICT shall complete maintenance procedures outside of Normal Working Hours to minimize downtime. When planned maintenance is scheduled, CITY/DISTRICT staff will give CLIENT's contact person, via e-mail, 48 hours notice.

Emergency or immediate maintenance may require the CalOpps server to be down during Normal Working Hours. The CITY/DISTRICT will attempt to minimize any disruptions in service to CLIENT website. CITY/DISTRICT will not be responsible for loss of business to the CLIENT site due to circumstances outside of the CITY/DISTRICT's direct control. Examples of such circumstances include, but are not limited to, Internet outages, unavailability of the server to users caused by the CITY/DISTRICT's Internet Service Provider, damage to telecommunications infrastructure not caused by the CITY/DISTRICT, or major hardware failure of CalOpps servers.

### **Annual System Administration, Maintenance and Support**

Includes:

- Services to allow CalOpps availability via the Internet. Hardware Support Costs
- Software Assurance for non-FC software

- 25 hours per quarter of MAC, Report requests from City Developer
- 120 hours per quarter of Support Services from Software Support and System Administrator
- Normal Operating Expenses (i.e.; copy, marketing/trade shows, consultant fees as needed)

### **CLIENT's Obligation**

CLIENT shall provide to the CITY/DISTRICT a designated contact Administrator "the CLIENT Administrator". All communications from the CITY/DISTRICT to CLIENT will be through the CLIENT'S Administrator, or, in his/her absence, a designated alternate. The CLIENT'S Administrator will be responsible for minor maintenance work, including but not limited to, setting up and maintaining CLIENT's agency profile interface. The CLIENT'S Administrator shall disseminate all communication from the CITY/DISTRICT to the CLIENT as necessary.

CLIENT shall meet all deadlines for review of date timelines and database information. CLIENT shall not hold the CITY/DISTRICT liable for any database records deleted from system due to missed deadlines for review and download of database records.

### **Ownership of Hardware / Non CITY/DISTRICT Licensed Software**

CITY/DISTRICT shall be responsible for providing/procuring the necessary infrastructure to support the CalOpps Application and website, including but not limited to hosting the website on City-owned assets or under a Managed Services Agreement with a 3<sup>rd</sup> party provider chosen at the CITY/DISTRICT's sole discretion). CITY/DISTRICT shall obtain sufficient licenses for all software in use by all participating public agencies (CLIENTs) and public visitors using the CalOpps site. CLIENT's initial costs will allow the CITY/DISTRICT to invest in the technology and/or provide sufficient capacity to host CLIENT's data under the Managed Services Agreement under this Agreement. CITY/DISTRICT shall obtain and use an annual maintenance contract to fund maintenance and replacement costs for the hardware and software.

### **Ownership of CITY/DISTRICT Developed Software**

All Cold Fusion code and database structure developed, as part of this Agreement is the property of the CITY/DISTRICT and shall be retained by CITY/DISTRICT if this Agreement is terminated. CLIENT is not permitted to use the ideas and code developed by CITY/DISTRICT for its own use.

All data entered into the database is the property of the CLIENT. **CITY/DISTRICT** shall have no right to use data stored and/or maintained in the CLIENT's database for any purpose other than testing as part of the development or maintenance of the web site as provided by this Agreement.

### **Domain Name**

The CITY/DISTRICT owns and must maintain registration of the domain name CalOpps.org at all times. The CITY/DISTRICT shall be listed as the 'technical contact'

for said domain name. The IP address assigned to CLIENT domain shall be owned by the CITY/DISTRICT and may be changed at anytime at the CITY/DISTRICT's discretion. CITY/DISTRICT shall maintain the domain registration and IP address at no additional cost to CLIENT.

### **Security Agreements**

An administrator password will be provided to the Administrator. In addition, CLIENT shall be assigned passwords to update and access the site. It is the responsibility of the CLIENT to keep this information confidential. If any damage is done to the website via an assigned account, it is the responsibility of the CLIENT.

CITY/DISTRICT shall abide by the data privacy policy as established on the CalOpps website CITY/DISTRICT shall use commercially reasonable best efforts to ensure the security and integrity of CLIENT's data, and shall use its best efforts to notify CLIENT of any known or suspected security breach within four business hours of occurrence of such breach.

### **Content Agreements**

CLIENT shall be responsible for all content posted to the website by its authorized users. CLIENT shall use the website only for the stated purposes in Section 1 of Appendix A.

CLIENT agrees to use its best efforts to ensure its content posted on the CalOpps site will not violate any intellectual property rights, will not resell the services set forth in this Agreement, or will not engage in any illegal or fraudulent activities.

CLIENT shall not post any content that is (covered above) obscene, defamatory, harassing, abusive or threatening. CLIENT shall not be deemed to have violated this provision if CLIENT determined in good faith, after consulting legal counsel, that such content was not obscene, defamatory, harassing, abusive or threatening.

CITY/DISTRICT will cooperate fully with any law enforcement agency in connection with any and all illegal activities occurring on or through this service.

## Appendix B

### INSURANCE

(a) WORKERS' COMPENSATION. During the term of this Agreement, CITY/DISTRICT shall fully comply with the terms of the law of California concerning workers' compensation,

(b) GENERAL LIABILITY INSURANCE. CITY/DISTRICT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall operate as primary insurance. Except as provided in Section 9 (Indemnity) of this agreement, no other insurance affected by the CLIENT or other named insureds will be called upon to cover a loss covered thereunder.

(c) AUTOMOBILE LIABILITY INSURANCE. CITY/DISTRICT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of \$1,000,000 per occurrence covering bodily injury and property damage per occurrence. Said insurance shall operate as primary insurance for City/District employees. No other insurance effected by the CLIENT or other named insureds will be called upon to cover a loss covered thereunder.

(d) CERTIFICATES OF INSURANCE. CITY/DISTRICT shall provide that no cancellation, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) calendar days advance written notice to the Director of Human Resources.

(e) SELF-INSURANCE CERTIFICATION. It is understood that CITY/DISTRICT may be insured for one or more of the above insurance coverages by a self-insured program, and that evidence of coverage from such program, in lieu of commercial insurance, shall be satisfactory, provided all other conditions of coverage are satisfied.

## **Nanci Mills**

---

**From:** employee\_relations-bounces@lists.cacities.org on behalf of Jennifer Lewis [jlewis@cacities.org]  
**Sent:** Tuesday, April 24, 2007 10:07 AM  
**To:** city\_managers@lists.cacities.org; employee\_relations@lists.cacities.org  
**Subject:** [Employee\_relations] Local Govts Urged to Use CalOpps Web Site forRecruitments  
**Attachments:** ATT00035.txt

### **Local Governments Urged to Use CalOpps Web Site for Recruitment**

The “Preparing the Next Generation” (PNG) Committee, consisting of local government representatives from across California, is encouraging all city, county and special district agencies to use the CalOpps web site for all their recruitments. The PNG Committee is interested in promoting one web site for jobs and internships as a way of marketing local government careers to university students, as well as others seeking employment in local government.

Recently, the PNG Committee was involved in releasing a new branding campaign using the CalOpps web site as a single point of job and career information. The theme of the campaign is “Local Government Careers – Your World Starts Here.”

Operated by the City of Foster City for 50 other participating agencies, the CalOpps web site offers a number of services. A few of them are listed below:

- On-line application receipt, review and storage
- Electronic communication to applicants
- Ability to upload hardcopy applications
- Tracking applications by gender, ethnicity and veteran status

In addition to promoting local government positions and internships to young people, one heavily marketed web site also serves the recruitment needs of local agencies.

The cost of participating in CalOpps is \$2500, plus a \$750 training fee, in year one, and \$1500 for each subsequent year. In support of the “Preparing The Next Generation” initiative, the fee schedule has been reduced as follows: \$2000, plus a \$750 training fee and \$1500 for each subsequent year.

For more information on CalOpps, go to [www.calopps.org](http://www.calopps.org) or contact Audrey Daniels, Human Resources Director of Foster City, at [adaniels@fostercity.org](mailto:adaniels@fostercity.org) or (650) 286.3207.

For more information on the branding campaign “Local Government Career – Your World Starts Here,” contact Bob Bell, Human Resources Director of Redwood City at [bbell@redwoodcity.org](mailto:bbell@redwoodcity.org)

Thank you for your inquiry into CalOpps. CalOpps was designed, implemented and is operated by the City of Foster City. The system design was the product of a focus group of public sector agencies that provided the input for the system and its operation. The system is operated as a consortium where each participating agency is able to provide input into future versions. The system, since Foster City is a public agency, can not be operated for profit. CalOpps is not simply a Job Board. There are currently over 70 agencies that use CalOpps for receipt of employment applications online.

The CalOpps system is capable of performing the following:

- Online application receipt, review and storage
- Electronic Communication to applicants/candidates
- Ability to upload hardcopy applications and documents to a CalOpps recruitment file
- Online Job Posting
- Tracking applicants by gender, ethnicity and Veterans status
- Tracking advertisement placement
- Recruitment History file storage
- Supplemental Questionnaires attached to the employment application
- System upgrades are determined by the participating agencies, the cost of which is included in the annual participation fee
- And more...

The system requires all agencies to use the same employment application. The application has undergone legal review and meets the test for any agency. Additionally, the system allows each agency to determine which aspects of the system they wish to use. Only one participating agency is not using the online application feature. All are posting jobs on the system.

The cost of participation is \$2000 plus a \$750 training fee in year one and \$1500 for each subsequent year of participation. Let me know if you need any additional information.

John Castanha  
HR Analyst  
City of Foster City  
(650) 286-3221  
jcastanha@fostercity.org

Member Agencies

[Create a Personal Profile](#)

### An exciting career in public employment may be closer than you think!

By working for a public agency, you may be able to work where you live and take great pride in the fact that you are helping to enhance your own community--no matter what role you play. There's a CalOpps member near you with a wide range of opportunities. Simply click on a location below for more information about a specific CalOpps member, including current opportunities. Or, if you prefer, you can search the entire CalOpps database for all available jobs.

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>City of Adelanto</li> <li>City of Alameda</li> <li>City of Albany</li> <li>Alliance of Schools for Cooperative Insurance Programs</li> <li>City of American Canyon</li> <li>Town of Atherton</li> <li>City of Azusa</li> <li>City of Barstow</li> <li>City of Belmont</li> <li>Belmont Fire Protection District</li> <li>City of Berkeley</li> <li>City of Brisbane</li> <li>City of Burlingame</li> <li>City of Campbell</li> <li>Castro Valley Sanitary District</li> <li>City of Ceres</li> <li>City of Chico</li> <li>Chico Area Recreation &amp; Park District</li> <li>City of Citrus Heights</li> <li>Town of Colma</li> <li>City of Colton</li> <li>City of Covina</li> <li>City of Cupertino</li> <li>City of Daly City</li> <li>Town of Danville</li> <li>City of Dixon</li> <li>City of Dublin</li> <li>City of East Palo Alto</li> <li>City of Emeryville</li> <li>City of Fort Bragg</li> <li>City of Foster City</li> <li>City of Fremont</li> <li>City of Gilroy</li> <li>City of Glendora</li> <li>City of Half Moon Bay</li> </ul> | <ul style="list-style-type: none"> <li>City of Hayward</li> <li>Town of Hillsborough</li> <li>LGS Recreation</li> <li>City of Lincoln</li> <li>City of Livermore</li> <li>Livermore Area Recreation &amp; Parks District</li> <li>City of Los Altos</li> <li>Town of Los Altos Hills</li> <li>Town of Los Gatos</li> <li>Marin Municipal Water District</li> <li>City of Marysville</li> <li>City of Menlo Park</li> <li>Menlo Park Fire Protection District</li> <li>Midpeninsula Regional Open Space District</li> <li>City of Millbrae</li> <li>City of Milpitas</li> <li>City of Monte Sereno</li> <li>County of Monterey - Resource Management Agency</li> <li>City of Moreno Valley</li> <li>City of Morgan Hill</li> <li>Mountain House Community Services District</li> <li>City of Mountain View</li> <li>City of Newark</li> <li>City of Orinda</li> <li>City of Oroville</li> <li>City of Oxnard</li> <li>City of Pacific Grove</li> <li>City of Pacifica</li> <li>City of Petaluma</li> <li>City of Pinole</li> <li>City of Rancho Cucamonga</li> <li>City of Redwood City</li> </ul> | <ul style="list-style-type: none"> <li>Regional Government Services</li> <li>Rio Vista Police Department</li> <li>City of Rocklin</li> <li>City of Roseville</li> <li>Sacramento Area Council of Governments</li> <li>Sacramento Public Library</li> <li>City of Salinas</li> <li>City of San Bruno</li> <li>City of San Carlos</li> <li>City of San Jose</li> <li>City of San Leandro</li> <li>City of San Mateo</li> <li>County of San Mateo</li> <li>San Mateo County Mosquito &amp; Vector Control District</li> <li>San Mateo County Office of Education</li> <li>City of San Pablo</li> <li>City of San Rafael</li> <li>City of San Ramon</li> <li>Santa Clara Valley Water District</li> <li>City of Saratoga</li> <li>City of Simi Valley</li> <li>SMART</li> <li>City of South San Francisco</li> <li>City of Sunnyvale</li> <li>City of Thousand Oaks</li> <li>City of Union City</li> <li>West Bay Sanitary District</li> <li>West Contra Costa Transportation Advisory Committee</li> <li>City of West Sacramento</li> <li>City of Woodland</li> <li>Town of Woodside</li> <li>City of Yuba City</li> </ul> |
|--|---|---|



Council Member	2014/2016 Liaison & Committee Assignment
Harold Anderson	City of Winters Economic Development City of Winters Park Commission City of Winters Public Finance Authority City of Winters Successor Agency Community Choice Aggregation (CCA) Committee (Primary) LAFCO City Representative (Alternate) League of California Cities (Alternate) Lower Putah Creek Coordinating Committee (Primary) Oversight Board to the City of Winters Successor Agency to City CDA Sacramento Area Council of Governments (SACOG) (Alternate) Winters Affordable Housing Steering Committee (Primary) Winters Economic Development Committee (Alternate) Winters Putah Creek Committee Yolo County Transportation District (Primary) Yolo Leaders Yolo-Solano Air Quality Management District (Primary)
Wade Cowan	Chamber of Commerce Representative (primary) City of Winters Economic Development Committee City of Winters Park Commission City of Winters Successor Agency City/WJUSD 2x3 Hispanic Advisory Committee (Alternate) Planning Commission Liaison (Primary) Planning Commission Selection Committee Remote Access Network (RAN) Winters Affordable Housing Steering Committee Winters Economic Development Committee (Alternate) Winters Fire Board - Primary Winters Public Finance Authority Yolo County Visitor Bureau Representative (Primary) Yolo Leaders
Woody Fridae	City of Winters Successor Agency City/County 2x2 Community Choice Aggregation(CAA) Committee (Alternate) Solano Community College (Primary) Sustainability Committee (E.A.R.T.H.) Primary Winters Public Finance Authority Yolo County Transportation District (Alternate) Yolo Leaders Yolo Natural Heritage Program (Primary)

Cecilia Aguiar-Curry	City of Winters Successor Agency City Selection Committee ( Chair) City/County 2x2 Hispanic Advisory Committee (Primary) League of California Cities (Primary) Local Agency Formation Commission-LAFCO (Primary/Alternate) New Hope Community Development Corporation (Vice Chair) Sacramento Area Council of Governments (SACOG) (Primary) TenYear Plan to End Homelessness Executive Committee (Chair) Water Resources Association Board Member (Primary/Vice Chair) Winters Economic Development Committee (Primary) Winters Fire Board - Alternate Winters Public Finance Authority Yolo County Childrens Alliance Yolo County Housing Authority Board of Commissioners (Vice Chair) Yolo Leaders
Pierre Neu	Chamber of Commerce (Alternate) City/WJUSD 2X3 Lower Putah Creek Coordinating Committee (Alternate) Planning Commission Selection Committee Sustainability Committee (E.A.R.T.H) - Alternate Winters Economic Development Committee Winters Fire Board - Primary Winters Public Finance Authority Yolo County Visitor Bureau Representative (Alternate) Yolo Leaders Yolo Natural Heritage Program (Alternate) Yolo-Solano Air Quality Management District (Alternate)
City Manager John W. Donlevy, Jr.	League Annual Conference Committee 2013 League City Manager's Department Executive Board SACOG City Manager's Committee SACOG Redevelopment Alternatives Committee SACOG Shared Services Committee Yolo EMS Subcommittee Yolo Finance Committee on Redevelopment and HCP Co-Chair Yolo HCP Management Committee Yolo Manager's Group, Chair