

111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
(707) 459-1562 FAX

**WILLITS CITY COUNCIL
SPECIAL MEETING AGENDA
TUESDAY, NOVEMBER 10, 2015 ♦ 6:30 P.M. ♦ COUNCIL CHAMBERS**

1. **OPENING MATTERS** – a) Call to Order; b) Roll Call

2. **UPDATE ON THE MAIN STREET CORRIDOR ENHANCEMENT PLANNING PROCESS AND APPROVAL OF REQUEST FOR PROPOSALS (RFP)**

3. **ADOPT RESOLUTION DECLARING COMPLETION OF CONSTRUCTION ON THE EMERGENCY WATER SUPPLY PROJECT**

4. **APPROVE REQUEST FOR RECLASSIFICATION OF “ASSOCIATE PLANNER” TO “CITY PLANNER” AND SALARY ADJUSTMENT FROM SCHEDULE 73I TO 76J, TO CORRECT AN INADVERTENT OVERSIGHT IN THE REORGANIZATIONAL PLAN APPROVED BY THE CITY COUNCIL ON JUNE 12, 2015**

5. **CLOSED SESSION NOTICE**
 - a. Conference with Labor Negotiator Pursuant to Government Code §54957.6 – Employee Organization: International Brotherhood of Electrical Workers (IBEW)

6. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Willits City Hall, located at 111 East Commercial Street, Willits, California, not less than 24 hours prior to the meeting set forth on this agenda.

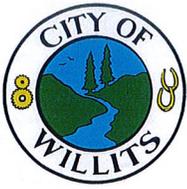
*Dated this 9th day of November, 2015.
Cathy Moorhead, City Clerk*

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The meeting room is wheelchair accessible and disabled parking is available. If you are a person with a disability and need disability-related modifications or accommodations to participate in this meeting, please contact Adrienne Moore at (707) 459-7120 or Fax (707) 459-1562. Requests for such modifications or accommodations must be made at least two full business days prior to the meeting.

ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Materials related to an item on this Agenda submitted to the Willits City Council, Planning Commission, or Community Development Agency after distribution of the agenda packet are available for public inspection at City Clerk's office at 111 E. Commercial Street, Willits, during normal business hours.



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Manager

Agenda Title: UPDATE ON THE MAIN STREET CORRIDOR ENHANCEMENT PLANNING PROCESS AND APPROVAL OF REQUEST FOR PROPOSALS (RFP)

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 20 min

Summary of Request: The City of Willits in Partnership with the Local Government Commission (LGC), is seeking a transportation planning and engineering consultant team with complete streets and green streets expertise to help prepare a Main Street Corridor Enhancement Plan for three-mile stretch of Main Street, bounded by the City Limits. In preparation for the impending Caltrans relinquishment of the northerly segment of Highway 101, and the conversion of the southerly portion of Highway 20, an extensive community engagement process will be deployed to generate ideas for immediate and future projects following the opening of Highway 101 bypass. This project is funded through a Caltrans Sustainable Transportation Planning Grant awarded to the City of Willits.

To guide the proposed planning process, the City of Willits has created an advisory group comprised of the City, Local Government Commission, Mendocino Council of Governments, the Chamber of Commerce, MSMG, Caltrans, and other community stakeholders. The consultant will join the advisory group. With the support of these partners, the City and LGC will conduct a charrette process that includes workshops, walking audits, temporary installations, and meetings with a range of stakeholders to inform a comprehensive Corridor Enhancement Plan.

Recommended Action: Approve RFP for the Main Street Corridor Enhancement Plan Project.

Alternative(s): None.

Fiscal Impact: Cost has already been factored into the grant we were awarded.

Personnel Impact: Personnel has already been factored into the grant we were awarded.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



REQUEST FOR PROPOSALS

City of Willits Main Street Corridor Enhancement Plan

RFP Issued: November 13, 2015

Proposals Due: December 14, 2015, 5:00 pm

I. INTRODUCTION:

The City of Willits in partnership with the Local Government Commission (LGC), is seeking a transportation planning and engineering consultant team with complete streets and green streets expertise to help prepare a Main Street Corridor Enhancement Plan for a three-mile stretch of Main Street, bounded by the City limits. In preparation for the impending Caltrans relinquishment of the northerly segment of Highway 101, and the conversion of the southerly portion to Highway 20, an extensive community engagement process will be deployed to generate ideas for immediate and future projects following the opening of the Highway 101 bypass. Consultants will translate community input into design concepts, assess their feasibility, and prepare a prioritized plan with cost estimates. This project is funded through a Caltrans Sustainable Transportation Planning Grant awarded to the City of Willits. LGC is the grant sub-contractor and will be overseeing the implementation of this project in coordination with the City of Willits.

The selected consultant will participate in a five-day charrette and prepare the draft and final plans, with input from the City, and LGC. The consultant will provide illustrations, plans, and typical cross sections, and other illustrative graphics developed during the charrette. Photo-simulations and renderings that illustrate concepts for Main Street are highly desirable.

The consultant will develop conceptual designs and cost estimates for bringing Main Street up to current complete street standards, including pedestrian, bicycle and transit facilities; on-street and shared off-street parking; and enhanced streetscapes. The Plan will include an implementation strategy that identifies both low-cost, short-term infrastructure improvements and long-term, capital intensive projects, with cost estimates and potential funding sources. The Plan will not include final engineering.

II. BACKGROUND:

Willits (pop. 4,888) lies at the center of rural Mendocino County and is the service hub for more than 20,000 residents in the surrounding area. Demographically, Willits is primarily White/non-Hispanic, with significant numbers of Hispanic (15%) and American Indian (6.5%) residents. Census data (2008-2012 estimates) for the area show a median household income of \$38,784 (63% of the statewide median of \$61,400), with 20.1% living below the federal poverty level (compared with 15.3% statewide).

From the date of Willits incorporation in 1888, the City's Main Street has also been the primary transportation corridor for north-south travel, connecting San Francisco to the south with Eureka to the north and linking to State Route 20 to the coast. To reduce traffic congestion in the city, Caltrans is currently working on a freeway bypass through the valley to the east of Willits, scheduled for opening in late 2016. Upon completion, the southern portion of US 101 will become State Route 20, while the northern part will be relinquished to the city.

In numerous traffic and circulation studies commissioned by the City over recent years, the US 101 corridor has been identified as the route having the most critical traffic safety issues in the City. A broken grid pattern of streets throughout the city forces drivers, pedestrians, and bicyclists to use the highway when traveling from one end of Willits to the other. However, the highway's 1950s-era design is focused almost wholly on the efficient movement of through traffic, with limited consideration for the local travel needs of motorists, pedestrians, bicyclists, transit users, businesses, and residents in general. Movement is hampered by narrow, discontinuous sidewalks, unimproved shoulders, lack of bike lanes, and wide vehicle lanes that exacerbate traffic safety issues by encouraging higher speeds and lengthening crossing times. A review of Willits collision data (2003-2012) shows that there were 98 accidents in Willits during the ten-year period. Of these 86 (87.7%) occurred along the Main Street Corridor. Of the 28 collisions that involved pedestrians and/or bicyclists, 27 (96.4%) occurred along the Main Street corridor.

While the coming bypass will pose challenges for local businesses, it also presents the City with a tremendous opportunity to work closely with Caltrans to ensure optimal enhancement of the current Highway 101 corridor prior to its relinquishment upon completion of the bypass. Partnering with Caltrans to incorporate the community's vision into the construction process will uniquely enhance location efficiency, mobility, safety, economic vitality, and livability.

In April 2014, a group of Willits business owners coalesced as the Main Street Merchants Group (MSMG) with the mission of developing a complete streets design for the City that incorporates extensive community input. The group meets weekly and coordinates closely with the City and the Chamber of Commerce. Work thus far has focused on researching past traffic studies and identifying potential locations for crosswalks, bulb outs, and parking alternatives. In addition, the Chamber of Commerce

is working with Caltrans to coordinate the placement of interchange signage that will promote the City to travelers.

To guide the proposed planning process, the City of Willits has created an advisory group comprised of the City, Local Government Commission, Mendocino Council of Governments, the Chamber of Commerce, MSMG, Caltrans, and other community stakeholders. The consultant will join the advisory group. With the support of these partners, the City and LGC will conduct a charrette process that includes workshops, walking audits, temporary installations, and meetings with a range of stakeholders to inform a comprehensive Corridor Enhancement Plan.

III. PROJECT TEAM:

The City of Willits

The City is the grant recipient, and has the prime contract with Caltrans. The City is providing staffing support for the project, including coordination with project partners, consultant selection, participation in the advisory group, publicity of the project, and the design charrette. The City is assisted by the Local Government Commission.

The Local Government Commission (LGC)

LGC is the co-recipient of grant funds and will assist with project management. LGC will organize the community engagement events, develop publicity materials with local input and support from the advisory group, facilitate charrette events, and document public input for inclusion in the resulting plan document. Consultants will contract directly with the LGC.

Consultant

The selected consultant will contract directly with the LGC and become part of the project team. The consultant will analyze and document corridor baseline conditions, will actively engage in the public process, develop design concepts and recommendations that respond to input from the community and implementing and overseeing agencies, and prepare the administrative draft, public draft, and final plan documents.

IV. SCOPE OF WORK:

Task 1.1: Conduct Project Kickoff Meeting

The City and the LGC are responsible for this task.

Task 1.2: Assemble Project Management Team

The City and the LGC are responsible for this task.

Task 1.3: Procure Consultant Team

The City and the LGC are responsible for this task.

Task 1.4: Project Coordination

- *Hold monthly project team meetings.* Monthly project team meetings will be held between City staff, the LGC, and the consultant. Caltrans District staff will be invited to participate in project team meetings. The meetings will be held by phone.
- *Attend advisory group meetings.* The consultant will attend bi-monthly (every two months) advisory group meetings. At least three of these meetings must be attended in person.
- *Ongoing project coordination between the consultant and Caltrans.* The consultant will coordinate with Caltrans on utilities planning, design coordination, landscape architecture, hydraulics and storm water management, etc.

Task 1.5: Document Conditions and Prepare Base Maps

The consultant will work with the City, LGC and other sources to compile and organize available information on existing conditions for the project area such as, traffic volumes, crash data, state route planning and construction plans, aerial and base maps, development standards and regulations, and relevant policy documents, reports and studies. The consultant and LGC will conduct a site visit to meet with the advisory group and document conditions in the field. The consultant will then prepare a base map series for design and analysis work and that can be easily understood by the public for use at meetings and the public events.

Task 2. Community Outreach and Publicity

Task 2.1: Develop Community Outreach Plan

The LGC is responsible for this task.

Task 2.2: Develop and Disseminate Media and Publicity Materials

The LGC is responsible for this task.

Task 3. Community Engagement Events

The project will engage residents and stakeholders in an intensive and highly participatory public process to assess and document conditions for all travel modes (walking, bicycling, transit, and driving) and users (youth, seniors, people with disabilities, residents, diverse groups, visitors, and businesses), identify shared values and concerns, and identify and prioritize enhancements.

A public design charrette is the centerpiece of this community-based planning project. It will take place over a five-day period to shape development of the plan under Task 4. The purpose of the charrette will be to work with residents and stakeholders to establish a shared vision and concepts for a pedestrian-friendly, inviting Main Street for

residents, visitors and tourism. The Local Government Commission will organize and facilitate charrette activities with assistance from the advisory group, community volunteers and the consultant.

Task 3.1: Agenda Development and Logistics

The City and LGC are responsible for this task.

Task 3.2: Multi-day Charrette

LGC and the consultant will travel to Willits for the community design charrette. The conceptual schedule of activities includes:

1. Opening town meeting with visual opportunities presentation and facilitated community input exercises.
2. Facilitated walking assessment(s), training and table maps (participants break out into small groups of 8 people around large aerial maps to identify problems and ideas for solutions).
3. Temporary installations to demonstrate potential design tools and concepts, such as a curb extension and conversion of on-street and/or off-street parking space for outdoor seating, landscaping and public art to gather public reactions and input.¹
4. Consultant team production days on-site with opportunities for impromptu meetings and drop in visits.
5. Technical review of concepts with the City and Caltrans staff
6. Closing evening community presentation of preliminary design concepts and recommendations for feedback and guidance
7. Focus meetings with local groups representing population segments identified by the advisory group.

Task 3.3: Review of Plan Concepts

Approximately one month following the charrette, the consultant and LGC will return to Willits to meet with the advisory group, Caltrans and City staff to review charrette outcomes and proposed plan concepts. The consultant and LGC will also hold an evening town meeting to present the proposed concepts and prioritize preferred projects to shape Task 4.

Task 4. Draft and Final Plan

Based on input received through the charrette process and other available data, the final plan shall include recommendations that:

- Identify corridor strengths and weaknesses that impact safety, access and mobility for pedestrians, bicyclists, transit riders and motorists.

¹Installations may need to be staged on a lower traffic adjacent side street and will need to comply with Caltrans state highway safety and operation requirements. The LGC will be responsible for coordinating temporary installations.

- Identify corridor strengths and weaknesses that impact businesses opportunity and performance along the corridor.
- Recommend sidewalk improvements along the entire three-mile stretch of Main Street that lies within city limits with fully accessible curb ramps at intersections.
- Produce design concepts for widening of sidewalk segments to support walking, pedestrian access to businesses and services, and installation of street furniture and public art.
- Produce design concepts to support installation of street trees and the preservation and health of existing trees.
- Produce design concepts for bicycle facilities and treatments along the corridor such as standard and enhanced bike lanes, bike racks and bicycle parking corrals.
- Produce design concepts for pedestrian crossing improvements, such as curb extensions and enhanced crosswalks.
- Recommend engineering treatments for roadway traffic calming.
- Identify opportunities and recommendations for application of green street concepts, such as storm water planter boxes, drought-tolerant landscaping, and permeable surface where possible.
- Recommend configurations for on-street parking and access and location of off-street parking, including potential opportunities for shared parking arrangements and electric vehicle charging stations.
- Identify opportunities and recommendations for Main Street gateway improvements and directional signage.
- Provide potential funding sources and cost estimates for phased recommendations.

Task 4.1: Administrative Draft Plan

Three months following the charrette, based on the existing conditions analysis and input from the community engagement process, the consultant will prepare and circulate an administrative draft plan for review by the City, Caltrans staff and members of the advisory group. The plan will include conceptual designs and recommendations shown in plan view, cross sections, sketches and/or photo simulations for improved road safety and operations, pedestrian, bicycle and transit facilities, streetscape features, parking, traffic calming, and community entry features and focal points. The report will also contain a record of the charrette process, proposed timing and prioritization for implementation of the recommendations, cost estimates for design improvements, and potential funding sources and strategies. The consultant will circulate the draft plan to the City, LGC, Caltrans staff and the advisory group for feedback.

Task 4.2: Public Review Draft Plan

The consultant will make revisions (cycle 1) to the document based on comments and feedback under Task 4.1. The City will make the revised document available for public review and comment.

Task 4.3: Final Draft

The consultant will make final revisions (cycle 2) to the document based on public comment.

Task 4.4: City Council Adoption

The consultant will present the final plan to City Council for adoption.

Task 4.5: Plan Submission

The consultant will deliver twenty (20) copies of the final plan to City. The City will submit four hard copies and four electronic copies of the final document to Caltrans, and credit Caltrans for its financial contribution on the cover of the report.

V. PROJECT BUDGET AND TIMELINE:

The project budget shall not exceed \$115,000.00.

The urgency of adhering to the project timeline, and its relationship to the relinquishment project cannot be over stated. The project timeline with key milestones is as follows:

January 2016	Initiate work
Spring 2016	Charrette events
Summer 2016	Administrative and public drafts
November 2016	Finalize plan
January 2017	Plan submission

VI. SUBMITTAL INSTRUCTIONS:

Proposals must include:

1. Cover Letter (no more than two pages) that provides the name, address, phone and e-mail addresses of the consultant, the primary contact name and any sub-consultants. An authorized principal of the consulting firm should sign the letter.
2. A summary of the firm’s qualifications and experience to successfully perform the project tasks, including key personnel and support staff to be assigned to the project and their core responsibilities.
3. Up to three relevant reference projects completed in the last five years, including description of services, key personnel involved, core project outcomes, client name and a reference with current contact information.
4. Elaboration on the scope of work outlined above with additional detail on the approach that will be used to handle the project. Respondents are invited to submit

variations and additional elements to the work scope that they feel will enhance project outcomes.

5. A list and description of all deliverables.
6. A breakdown of costs by task and by assigned staff that includes hourly rates and itemized direct expenses. Tasks should utilize the enumeration included in the scope of work.

VII. SELECTION PROCEDURE AND CRITERIA:

The City of Willits and the Local Government Commission will review each response to the RFP and may meet with some or all of the respondents. Firms may be asked to clarify, supplement or modify some of the information submitted.

Submittals will be evaluated according to the following criteria:

1. Demonstrated professional skills and credentials of the firm and staff to be assigned to the project, especially with respect to multi-use trail planning and engineering.
2. Experience working collaboratively with a multi-disciplinary team in a highly participatory charrette process.
3. A clearly defined approach to performing the scope of work.
4. Demonstrated understanding of the project and the Willits community.
5. Relevant experience.

VIII. SUBMISSION:

All submissions must be completed in 12 point font, 8.5" x 11" paper, with 1" margins and should be no more than eight pages, not including the cover letter, cost estimate, relevant experience and references.

Adrienne Moore
City of Willits
amoore@willitscity.com

Alison Pernell
Local Government Commission
apernell@lgc.org

Please direct questions regarding the proposal to Alison Pernell, apernell@lgc.org, (707) 972-1364.

IX. AWARD SCHEDULE:

A tentative schedule of activities related to this Request for Proposals is as follows:

November 13, 2015	RFP distribution
December 14, 2015	Proposal submission deadline
December 15 – 31, 2015	Review/ranking of proposals
January 4 – 8, 2016	Interviews
January 13, 2016	Contractor selection and contract award
January 19, 2016	Project starting date

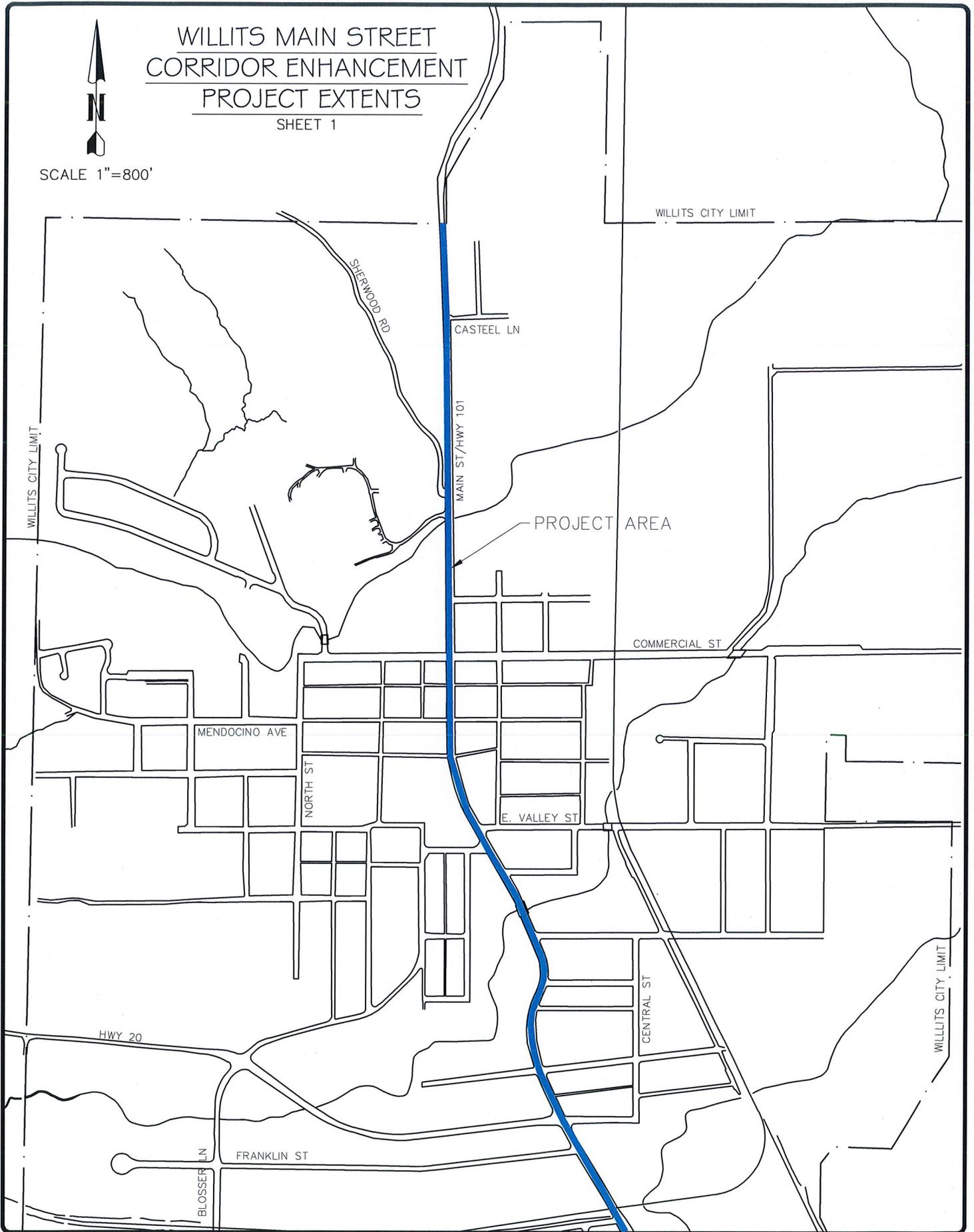
EXHIBIT A: MAP OF PROJECT AREA

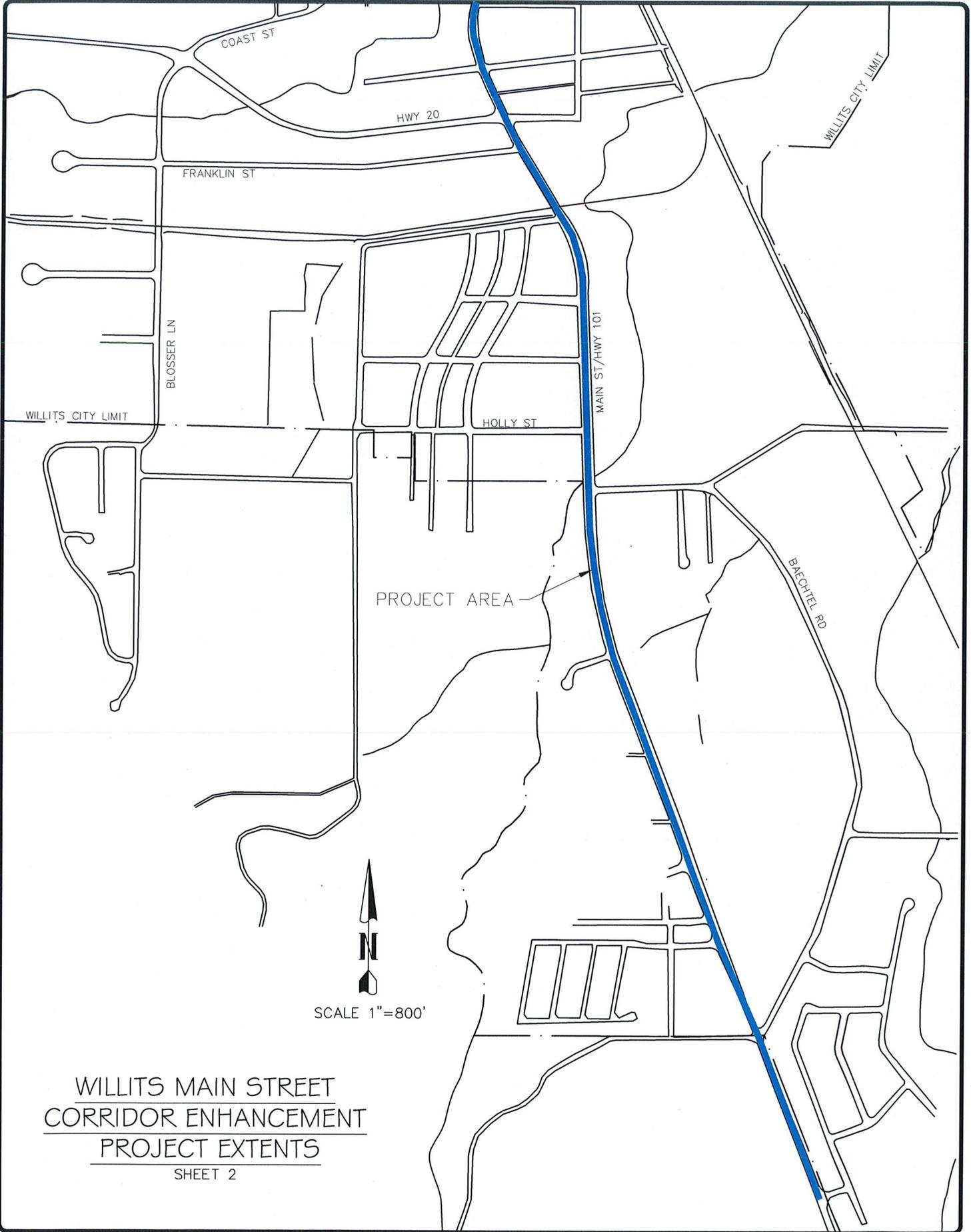
WILLITS MAIN STREET CORRIDOR ENHANCEMENT PROJECT EXTENTS

SHEET 1



SCALE 1"=800'





WILLITS MAIN STREET
CORRIDOR ENHANCEMENT
PROJECT EXTENTS

SHEET 2

EXHIBIT B: PRIME CONTRACT / RESTRICTED GRANT AGREEMENT

The consultant will adhere to the provisions in the prime contract between the City of Willits and Caltrans. This agreement is provided below.

**SUSTAINABLE COMMUNITIES
GRANTS (STATE)**

**RESTRICTED GRANT
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the City of Willits herein after referred to as AGENCY, will commence on November 1, 2015 or approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the CALTRANS Contract Manager. This RGA shall expire on February 28, 2018.

RECITALS

1. Under this RGA, CALTRANS intends to convey State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY under the terms, covenants and conditions of this RGA.
2. CALTRANS and AGENCY intend that only funds that are authorized as grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

SECTION II

CALTRANS AGREES:

That when conducting an audit of the costs claimed by AGENCY under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. Under this RGA, CALTRANS will convey State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY. The funds subject to this RGA must be (a) identified as available for a grant in CALTRANS' budget and (b) for the purpose of conducting transportation studies or planning or to a Caltrans organization that is responsible for conducting transportation studies or planning.
2. Under this Restricted Grant, funds may be only used for the purpose set forth in this paragraph and funds may only be used for costs and expenses that are directly related to such purpose.
3. AGENCY shall perform all the duties and obligations described in the "**Willits Main Street Corridor Enhancement Project**," hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing AGENCY to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by AGENCY pursuant to this RGA shall be performed in accordance with all applicable State and AGENCY laws, regulations, ordinances, policies and procedures and CALTRANS published manuals, including Grant Application Guide (**Attachment III**). In case of conflict between State and AGENCY laws, regulations, ordinances, policies or procedures, the order of precedence applicability of these laws shall be established by prevailing California laws and regulations; Caltrans policies and procedures; ordinances; and, Agency policies and procedures. This RGA may not include any federal funds.
6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$170,670.00
LOCAL MATCH	Agency Provided	\$22,112.00
	Total Project Costs	\$192,782.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.]

8. Notification of Parties

- a. AGENCY's Project Manager for PROJECT is Adrienne Moore, (707) 459-4601
- b. CALTRANS' Contract Manager is Tatiana Ahlstrand, (707) 441-4540. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Willits
Attention: Adrienne Moore, Project Manager
111 East Commercial Street
Willits, CA 95490

California Department of Transportation
District 1/ Transportation Planning
Attention: Tatiana Ahlstrand, Contract Manager
1656 Union Street
Eureka, CA 95501

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **November 1, 2015** contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this RGA by the CALTRANS Contract Manager, and will expire on **February 28, 2018**.
- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

10. Changes in Terms/Amendments

This RGA may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The total amount reimbursable to AGENCY pursuant to this RGA by CALTRANS shall not exceed **\$170,670.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

**SUSTAINABLE COMMUNITIES
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RECITALS

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LOCAL MATCH	Agency Provided	\$22,112.00
	Total Project Costs	\$192,782.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

12. Termination

- a. CALTRANS reserves the right to terminate this RGA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this RGA.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

13. Budget Contingency Clause

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a RGA Amendment to AGENCY to reflect the reduced amount.

14. Payment and Invoicing

- a. The method of payment for this RGA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between CALTRANS and AGENCY.
- b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any

reimbursement.

- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm
Also see website for summary of travel reimbursement rules.
- d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section III - Notification of Parties, Item 1.c.
- e. Invoices shall include the following information:
 - 1) Names of the AGENCY personnel performing work
 - 2) Dates and times of project work
 - 3) Locations of project work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section II - Termination, Item 5.
- g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the RGA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

15. Local Match Funds

- a. AGENCY shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by Caltrans. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found in **Attachment III**, Grants Application Guide. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

16. Cost Principles

- a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) 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 and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

- d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. AGENCY agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety (except section c).

17. Americans with Disabilities Act

By signing this RGA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

18. Iran Contracting Act

The proposed Contractor must complete and submit to Caltrans the Iran Contracting Act Certification certifying that it is not on the most current Department of General Services (DGS) list to Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010
<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>, before the contract has been executed, unless the Contractor is exempted from the certification requirement by Public Contract Code Section 2205 (c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203 (c) or (d) before execution of the contract.

19. Indemnification

Neither CALTRANS 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 AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this RGA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all 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 AGENCY, its officers, employees, agents or subcontractors under this RGA.

20. Non-Discrimination

- a. During the performance of this RGA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex,

race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this RGA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

- b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this RGA.

21. Retention of Records/Audits

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this RGA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this RGA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

- c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this RGA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or subrecipient entered into as a result of this Agreement shall contain all the provisions of this article.

22. Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the RGA.

23. Third-Party Contracts

- a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-

based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 15, Third Party Contracts. The LAPM can be found and the following link:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.
- d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs. Agency shall retain all receipts for such purchases or services and shall submit them with invoices per Section III, Item 7e.4, above.
- f. Any subcontract entered into by AGENCY as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III, Item 7c, above.

24. Drug-Free Workplace Certification

By signing this RGA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- 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, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
 - 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.

- 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
 - d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the CALTRANS Contract Manager immediately of any actual or

attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

- 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. AGENCY agrees to use the State-owned data only for State purposes under this RGA.
- c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

27. Project Close Out/Final Product

- a. AGENCY will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
- b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

28. OWNERSHIP OF PROPRIETARY PROPERTY

a. Definitions

- 1) **Work:** The work to be directly or indirectly produced by AGENCY under this RGA.
- 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

- 2) **Vesting of copyright rights:** Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from the Department. From time to time upon the Department's request, the Contractor's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. **INVENTIONS**

- 1) **Vesting of patent rights:** The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of

any such patent applications and shall cause to be executed all such assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that the Department is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints the Department and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. The Department shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify the Department in writing.
- 2) **Pre-existing works and license:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of the Department, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Department in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to the Department a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- 3) **Subcontractors:** Contractor shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Department in writing.

e. **OWNERSHIP OF DATA**

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

SECTION IV

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. AGENCY Resolution
- II. Scope of Work and Project Timeline
- III. Grant Application Guide

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF WILLITS

By: _____



Eric Knight

(Print Name)

Title: _____

Contract Officer

Date: _____

11/4/15

By: _____



Adrienne Moore

(Print Name)

Title: _____

City Manager

Date: _____

10-28-15

By: _____



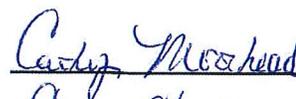
Title: _____

City Attorney

Date: _____

10-28-15

By: _____

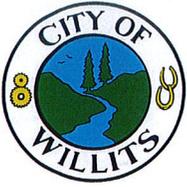


Title: _____

City Clerk

Date: _____

10/28/2015



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Rod Wilburn, Public Works Director

Agenda Title: ADOPT RESOLUTION DECLARING COMPLETION OF CONSTRUCTION ON THE EMERGENCY WATER LINE PROJECT, PROJECT NO. 14001, AND AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 5 min.

Summary of Request: In January 2014, the City began construction on the Emergency Water Line Project in response to an extreme drought related water shortage. The project included the installation of 8,200 feet of new water line, a new well, and a secondary water treatment facility. Construction was performed with a combination of contractors and the City's work force.

The Division of Drinking Water inspected the plant on September 4, 2015, and deemed the project complete; although there were a few items that remained on the City's punch list, including a PG&E electrical hook up. The last of the work was completed in late October. The total cost of the project is projected at \$1,617,400.

In June 2014, the State Water Resources Control Board granted the City \$500,000 for a portion of the project. The final claim was submitted on July 23, 2015, and has since been received. To finalize the documentation required by the funding agreement, the City needs to supply the State funding agency with a recorded Notice of Completion.

A resolution declaring the project complete is attached for Council's adoption.

Recommended Action: Adopt a resolution declaring the Emergency Water Line Project, Project No. 14001, complete and authorize the City Manager to file the Notice of Completion with the County Recorder's Office.

Alternative(s): None recommended.

Fiscal Impact: The projected cost of the project is \$1,617,400. Grant funds, in the amount of \$500,000, were received from the State Water Resources Control Board, Public Water System Drought Emergency Response Program. The remainder of the cost, totaling \$1,117,400, was funded from the Water Enterprise Fund (503).

Personnel Impact: Minimal staff time is needed to file the Notice of Completion with the County Recorder's Office.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2015-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS DECLARING CONSTRUCTION OF THE EMERGENCY WATER LINE PROJECT, PROJECT NO. 14001, COMPLETE AND AUTHORIZING THE FILING NOTICE OF COMPLETION

WHEREAS, the final inspection of the Emergency Water Line Project, Project No. 14001, was made by the State Water Resources Control Board Division of Drinking Water and the City of Willits Engineering Department; and

WHEREAS, it was determined that the work for this project has been completed in substantial compliance with the project plans and specifications.

BE IT HEREBY RESOLVED that the Willits City Council does hereby declare the project complete.

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to execute the Notice of Completion on behalf of the City of Willits and the City Clerk is directed to record said Notice of Completion with the Recorder of the County of Mendocino.

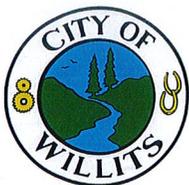
The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Willits, held on the 10th day of November, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY SANDERS
City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Manager

Agenda Title: APPROVE REQUEST FOR RECLASSIFICATION OF "ASSOCIATE PLANNER" TO "CITY PLANNER" AND SALARY ADJUSTMENT FROM SCHEDULE 73I TO 76J, TO CORRECT AN INADVERTENT OVERSIGHT IN THE REORGANIZATIONAL PLAN APPROVED BY THE CITY COUNCIL ON JUNE 12, 2015

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 10 min.

Summary of Request: With the approval of a reorganization plan on June 12, 2015, a mid-management tier was established. While the intent was to create parity within this tier, there are several positions which require more education than others. It has already been recognized and remedied that the Assistant/Associate Engineer position is one such position, requiring a Bachelors degree. By the same token, the Associate Planner has the same requirements and, therefore, should also be placed on a commensurate salary schedule.

Further, because the Planning Department is a one-person operation (compared to the Engineering Department), it is warranted to change to title to City Planner.

It is recommended the Council approve request for reclassification of "Associate Planner" to "City Planner" and salary adjustment to Schedule 73I To 76J.

Recommended Action: Approve request for reclassification of "Associate Planner" to "City Planner" and salary adjustment from Schedule 73I To 76J.

Alternative(s): None recommended.

Fiscal Impact: The annual impact for this reclassification is \$5,670.

Personnel Impact: It is critical that the planning function is restored to a full-time, in-house position without further delay.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____