

**AGENDA
MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY
MCFARLAND USA FOUNDATION**

**SPECIAL MEETING
CITY COUNCIL CHAMBERS
103 W. SHERWOOD AVE, MCFARLAND, CA**

**September 9, 2021
4:00 PM**

In Person Meeting

How to submit public comments:

The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City's business without them present.

Americans with Disabilities Act:

In compliance with the ADA, if you need special assistance to participate in a city meeting or other services offered by the City, please contact the City Clerk's office, at (661) 792-3091 ext. 2135. Notification of at least 48 hours prior to the meeting, or time when services are needed, will assist the city staff in assuring those reasonable arrangements can be made to provide accessibility to the meeting or services.

CALL TO ORDER: Mayor Sally Gonzalez

ROLL CALL:

Mayor, Sally Gonzalez
Mayor Pro Tem, María T. Pérez
Council Member/Board Member, Saul Ayon
Council Member/Board Member, Ricardo Cano
Council Member/ Board Member, Vidal Santillano

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: The public may address the Council/Board Member on items, which do not appear on the agenda. Council/Board Members may respond briefly to statements made or questions posed. They may ask a question for clarification; may refer the item to staff for further study or for placement on a future agenda. **Speakers are limited to two minutes for each person. Please state your name and address for the record prior to making a presentation. Fifteen minutes total will be allowed for any one subject.**

ADMINISTRATIVE AGENDA

1. Report, discuss and approve a consultant agreement between the City of McFarland and William C. Statler, Independent Consultant for FY 2021-2022 Budget Presentation Assessment.

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on September 8, 2021.



Sarah Drake, Interim City Clerk



Kenneth Williams, Interim City Manager

Next Meeting: Regular City Council **September 16, 2021.**

The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council

FROM: Kenny Williams, Interim City Manager/Chief of Police

DATE: September 8, 2021

SUBJECT: Report, discuss and approve a consultation agreement between the City of McFarland and William C. Statler, Independent Consultant for FY 2021-2022 Budget Presentation Assessment

RECOMMENDATION:

Staff recommends city council approve and authorize the Interim City Manager and or Mayor to sign and execute the proposal with William C. Statler for a FY 2021-2022 Budget Presentation Assessment.

BACKGROUND:

The City's 2020/2021 fiscal year ended on June 30th 2021. A 2021/2022 budget was in the process of being prepared however was not ready for city council to approve prior to the expiration of the 2020/2021 budget.

The failure to adopt a city budget precludes the expenditure of city funds and therefore an annual appropriations resolution was approved on June 28th 2021, at a special council meeting.

By the end of August there was still no proposed budget for council to approve and on August 31, 2021, the city was again forced to adopt another annual appropriations resolution.

According to MMC 2.16.120, the City Manager has the duty to prepare and submit the budget to council. The interim City manager has been working with the finance director to accomplish this goal however he is not convinced there will be a completion of the budget when the current resolution expires.

To assure the city adopts a budget prior to the expiration of the resolution the interim city manager is requesting the approval of this agreement to provide an assessment and a recommendation to move forward.

FISCAL IMPACT:

Proposed cost is a fixed fee of \$1,660.00.

ATTACHMENTS:

Agreement for Budget Presentation Assessment Consultant Services Between City of McFarland, California, and Williams C. Statler
Attachment A

**AGREEMENT FOR BUDGET PRESENTATION ASSESSMENT CONSULTANT
SERVICES
BETWEEN
CITY OF MCFARLAND, CALIFORNIA,
AND
WILLIAMS C. STATLER.**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and Williams C. Statler, ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

Budget Presentation Assessment which includes:

- **High level assessment of the factors underlying the presentation difficulties and initial recommendations for addressing them**
- **Follow-up assistance if warranted based on the initial assessment.**

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

AGREEMENT

1. TERM OF AGREEMENT

- 1.1.** This Agreement shall be effective on September 10th 2021.
- 1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than September 19, 2021, unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A)

- 2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”
- 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
- 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
- 2.4. Consultant shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.
- 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
- 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
- 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.

3. PAYMENT FOR SERVICES (ATTACHMENT B)

- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment A, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
- 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
 - a description of services performed;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment A may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT A)

- 5.1. Attachment A includes the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. **CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

7. **VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

8. **TERMINATION OF AGREEMENT**

8.1. In the event of Consultant's failure to prosecute, deliver, or perform the described services, the City may terminate this Agreement by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The General Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

8.2. This Agreement may be terminated by either party, without cause, upon the giving of ten (10) days written notice to the other party. Prior to the 10th day following the giving of the notice, the Consultant shall: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The General Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

9. **COVENANTS AGAINST CONTINGENT FEES.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10. **OWNERSHIP OF DOCUMENTS**

10.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

- 10.2.** This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

11. INDEPENDENT CONTRACTOR

- 11.1.** The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.
- 11.2.** If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

12. HOLD HARMLESS AND INDEMNIFICATION

- 12.1. Indemnification** - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.
- 12.2.** Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.
- 12.3.** Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions,

arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

12.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

12.5. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13. ASSIGNMENT OF AGREEMENT. Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

14. INSURANCE

14.1. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

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

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

B. Professional Liability. Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and

- iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. **Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

D. **Deductibles and Self-Insured Retentions.** During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

E. **Notice of Reduction in Coverage.** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.

F. **Other Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- ii. Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- iii. Terminate this Agreement.
- iv. Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for

Consultant's failure to maintain insurance or secure appropriate endorsements.

15. DISPUTES

15.1. If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.
- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

15.2. If the dispute is not resolved at staff level in accordance with Section 15.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

15.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

16. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise,

Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

17. CONSULTANT'S BOOKS AND RECORDS.

17.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

17.2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

17.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

17.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

18. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City Manager
 401 West Kem Avenue,
 McFarland, California 93250,
 Fax: 661-792-3093

If to Consultant: William C. Statler

124 Cerro Romauldo Avenue
San Luis Obispo, Ca 93405

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

19. GENERAL PROVISIONS

- 19.1.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 19.2.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 19.3.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.
- 19.4.** Time is of the essence with regard to each covenant, condition and provision of this Agreement.
- 19.5.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.
- 19.6.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.
- 19.7.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.
- 19.8.** This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.
- 19.9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.
- 19.10.** City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT.

Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

21. CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC § 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

Date: _____

CITY OF MCFARLAND

By: _____

Sally Gonzalez
Mayor

Date: _____

(William C. Statler)

By: _____

Name: _____

Its: _____

**“ATTACHMENT “A”
Scope of Work,
Payment of Services,
Project Schedule and Completion Date**

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

124 Cerro Romauldo Avenue
San Luis Obispo, CA 93405
805.544.5838 ■ Cell: 805.459.6326
bstatler@pacbell.net
www.bstatler.com

William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

September 7, 2021



Proposal to the City of McFarland BUDGET PRESENTATION ASSESSMENT

This proposal is in response to the City of McFarland's interest in contracting with a highly qualified consultant in assessing the difficulties the City is experiencing in presenting the 2021-22 Budget to the Council. As outlined below, the project has two key phases:

- High-level assessment of the factors underlying the presentation difficulties and initial recommendations for addressing them.
- Follow-up assistance if warranted based on the initial assessment.

The following outlines key issues, proposed work program, compensation, schedule and qualifications for providing these services.

❶ OVERVIEW

Summary of Key Issues. The Council has expressed concerns with the presentations they have received regarding the Preliminary 2021-22 Budget, which have not been addressed despite requests for follow-up information. Stated simply, the Council is understandably reluctant to adopt a budget that is not clear, understandable nor transparent.

Moreover, these concerns have surfaced in a difficult financial management and organizational environment, including:

- Significant delays in receiving audited financial statements (the last completed audits were for the fiscal year ending June 30, 2018, over three years ago).

- Recent return of the City Manager to her prior position of Community Development Director and appointment of the Police Chief as Interim City Manager pending recruitment and hiring of a new City Manager.
- Resignation of Council Member Rodriguez and recent appointment of Council Member Santillano.

② WORK PROGRAM

As outlined below, the work program has two key phases:

Phase 1. High-level assessment of the factors underlying the presentation difficulties and initial recommendations for addressing them. Stated simply, you can't fix a problem you haven't defined.

Phase 2. Follow-up assistance if warranted based on the initial assessment.

The following outlines key tasks in completing this assessment.

Phase 1. High Level Assessment

1. Review Key Documents Prior to On-Site Visit

Prior to the on-site visit described below, review key documents as available digitally via email or web site links, such as:

- a. Prior year audits
- b. 2020-21 Budget
- c. Interim financial reports as available
- d. 2021-22 Preliminary Budget materials (documents, slides) presented to the Council.
- e. Other readily available materials that may help with this assessment.

Documents that are not readily available via email or web site links (such as budget work papers) will be reviewed on site as part of Task 3.

2. Teleconference/Zoom Interview with Auditors (CLA)

Interview with auditor manager/principal assigned to the City regarding status of outstanding audits and other insights that she/he may have regarding the City's financial operations. (The City will need to provide me with the contact information; and notify and authorize the CLA representative to discuss these matters with me.)

3. On-Site Visit

- a. Desk-top review of budget work papers and other key presentation documents that were not available via email or web site links prior to visit.
- b. Interviews with key stakeholders scheduled by the City, including:
 - Community Development Director (prior City Manager)
 - Interim City Manager/Police Chief
 - Finance Director
 - Others that the Interim City Manager believes will be helpful in this assessment.
- c. Briefing with Interim City Manager on findings and recommendations following document reviews and interviews.

Phase 2: Follow-Up Assistance if Warranted Based on Initial Assessment

This work scope will be determined based on the results of the Phase 1 initial assessment. Possible outcomes include.

- No further outside assistance is needed: existing staff are capable of addressing the concerns.
- Follow-up assistance is needed, and I am a likely candidate for providing it.
- Follow-up assistance is needed but other consultants will be better suited to provide this assistance.

Project Management

Independent Contractor. While I will work in close consultation with City staff, I will serve as an independent contractor.

City Project Manager. Kenny Williams, Interim City Manager/Police Chief, will serve as the City's project manager for this work.

③ PROPOSED COST

Phase 1 Services

Fixed Fee: \$1,660.00 (Including Expenses)

It is expected that work on this project will be performed via email, tele/video conference and one on-sit visit. The proposed fixed fee is based on the following hours at \$165.00 per hour:

Hours and Fixed Fee Summary

	Hours
Document review prior to on-site visit	2.0
Auditor interview	1.0
On-site visit	6.0
Total hours	9.0
Fixed compensation at \$165.00 per hour	1,485.00
Expenses	175.00
Total Fixed Fee	\$1,660.00

Supplemental Services. If additional on-site visits are required or if other services are requested during Phase 1 work, these will be charged on a time and materials basis at \$165.00 per hour. Travel time will be billed at 50% of this rate: \$82.50 per hour.

Billings. Services will be invoiced monthly based on progress-to-date.

Deliverables. Any written materials will be provided to the City in electronic form via email in Excel, Word, Adobe Acrobat or PowerPoint as appropriate. Any “hard-copy” reproduction will be at the City’s expense.

Phase 2 Services

This will be determined based on the results of the Phase 1 assessment.

④ SCHEDULE

Phase 1. The goal will be to hold the onsite visit within one week following authorization to proceed and notification/authorization to auditors.

Phase 2. This will depend on the results of the Phase 1 assessment.

⑤ QUALIFICATIONS

As set forth in the following Qualifications Summary, I have extensive experience in strategic planning, organizational review and policy analysis, as well as in a broad range of financial management practices that have received state and national recognition for excellence in financial planning and reporting.

My work ranges from San Luis Obispo (the city that Oprah Winfrey calls the “Happiest City in America”) to volunteer service helping the troubled City of Bell reform their government.

My senior management experience includes serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that. Since retiring from local government in 2010, the “third act” of my career includes over 60 consulting assignments for a wide range of local and state government agencies.

My experience also includes playing key leadership roles in the profession, which included serving as a member of the Board of Directors of the League of California Cities, President of the League's Fiscal Officer Department and President of the California Society of Municipal Finance Officers (CSMFO); and setting accounting and financial reporting standards as a member of the California Committee on Municipal Accounting.

I have also published extensively on municipal finance best practices, including co-authoring the *Guide to Local Government Finance in California*, which has gained wide recognition as the industry standard on this topic; and provided highly-rated training for a number of professional organizations.

As detailed in the Qualifications Summary, my consulting work has included:

- Strategic planning and long-term financial plans.
- Organizational analysis and policy advice, including organization reviews, reserve policies, benchmarking, financial condition assessments and operational reviews.
- Interim finance director for the City of Monterey, San Diego County Water Authority and City of Capitola.
- Revenue option analyses; cost allocation plans; and water, sewer and solid waste rate studies.

In each case, I believe the contracting agencies were delighted with the high-quality results they received at a very reasonable cost. (References from the senior managers of these agencies are available upon request.)

SUMMARY

I am looking forward to this opportunity to serve the City of McFarland. Please call or email me if you have any questions concerning this proposal.

Sincerely,



William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review



Qualifications Summary

SENIOR MANAGEMENT EXPERIENCE

Bill Statler has over 30 years of years of senior management experience, which included serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that.

Under his leadership, the City of San Luis Obispo received national recognition for its financial planning and reporting systems, including:

- Award for Distinguished Budget Presentation from the Government Finance Officers Association of the United States and Canada (GFOA), with special recognition as an outstanding policy document, financial plan and communications device. San Luis Obispo is one of only a handful of cities in the nation to receive this special recognition.
- Awards for excellence in budgeting from the California Society of Municipal Finance Officers (CSMFO) in all four of its award budget categories: innovation, public communications, operating budgeting and capital budgeting. Again, San Luis Obispo is among a handful of cities in the State to earn recognition in all four of these categories.
- Awards for excellence in financial reporting from both the GFOA and CSMFO for the City's comprehensive annual financial reports.
- Recognition of the City's financial management policies as "best practices" by the GFOA and the National Advisory Council on State and Local Budgeting.

The financial strategies, policies and programs he developed and implemented resulted in strengthened community services and an aggressive program of infrastructure and facility improvements, while at the same time preserving the City's long-term fiscal health.

CONSULTING AND INTERIM ASSIGNMENTS

Long-Term Financial Plans

- City of Carpinteria
- City of Salinas
- City of Camarillo
- City of Rialto
- City of Wasco
- City of Grover Beach
- City of Pismo Beach
- City of Twentynine Palms

- City of Bell
- Bear Valley Community Services District

Strategic Planning and Council Goal-Setting

In collaboration with HSM Team

- City of Monrovia
- City of Sanger
- City of Pismo Beach
- City of Willits
- City of Bell (Pro Bono)

Organizational Analysis and Policy Advice

- Organizational Review (Community Development, Public Works and Parks & Recreation): City of Monterey
- Finance Organizational Review: Ventura Regional Sanitation District
- Finance Division Organizational Review: Sacramento Metropolitan Fire District
- Finance Department Organization, Policies and Practices Review: City of Wasco
- Finance Department Organizational Review: City of Ceres (in collaboration with national consulting firm)
- Organizational Assessment: City of Willits (in collaboration with the HSM Team)
- Financial Practices Review: City of Monterey
- Financial Management Advice During Finance Director Transition: City of Monterey
- Using Benchmarks to Measure Performance and Assess Fiscal Accountability: City of Capitola
- Financial Management Improvements: City of Capitola
- Financial Management Transition Team and Policy Advice: City of Bell (Pro Bono)
- General Fund Reserve Policy: Town of Los Gatos
- General Fund Reserve Policy: City of Pacific Grove
- General Fund Reserve Policy: City of Lompoc
- General Fund Reserve Policy: City of Twentynine Palms
- General Fund Reserve Policy: City of Willits
- Budget and Fiscal Policies (including reserves): City of Shafter
- Budget and Fiscal Policies (including reserves): City of Wasco
- Budget and Fiscal Policies (including reserves): City of Bell (Pro Bono)
- Budget and Fiscal Policies: City of Santa Fe Springs
- General Fund and Other Funds Reserve Policy: State Bar of California
- Preparation for Possible Revenue Ballot Measure: City of Monterey
- Fund Accounting Review: State Bar of California
- Construction Project Contracting Review: Central Contra Costa Sanitary District
- Focused Financial Review: City of Watsonville

- Financial Assessment: City of Guadalupe
- Financial Condition Assessment: City of Grover Beach

Interim Finance Director

- City of Monterey
- San Diego County Water Authority
- City of Capitola

Other Financial Management Services

- Budget Preparation Advisor: City of Shafter
- Budget Preparation Advisor: City of Wasco
- Budget Document and Process Review: City of Madera
- Revenue Options Study: Santa Clara Valley Water District
- Revenue Options Study: City of Greenfield
- Revenue Options Study: City of Pismo Beach
- Cost Allocation Plan: City of Greenfield
- Cost Allocation Plan: City of Guadalupe
- Cost Allocation Plan: City of Port Hueneme
- Cost Allocation Plan: City of Grover Beach
- Cost Allocation Plan Review: State Bar of California
- Cost Allocation Plan Review: City of Ukiah
- Disciplinary Proceedings Cost Recovery Review: State Bar of California
- Water and Sewer Rate Reviews: Avila Beach Community Services District (CSD)
- Water and Sewer Rate Reviews: City of Grover Beach
- Solid Waste Rate Review: Cambria CSD and Cayucos Sanitary District
- Solid Waste Rate Review: County of San Luis Obispo, Los Osos and North County Areas
- Solid Waste Rate Review: Cities of Arroyo Grande, Grover Beach, Pismo Beach and Avila, Nipomo and Oceano Community Services Districts

PROFESSIONAL LEADERSHIP

- Member, Board of Directors, League of California Cities (League): 2008 to 2010
- Member, California Committee on Municipal Accounting: 2007 to 2010
- Member, GFOA Budget and Fiscal Policy Committee: 2005 to 2009
- President, League Fiscal Officers Department: 2002 and 2003
- President, CSMFO: 2001-02
- Member, Board of Directors, CSMFO: 1997 to 2001
- Chair, CSMFO Task Force on “GASB 34” Implementation
- Fiscal Officers Representative on League Policy Committees: Community Services, Administrative Services and Environmental Quality: 1992 to 1998

- Chair, Vice-Chair and Senior Advisor for CSMFO Committees: Technology, Debt, Career Development, Professional and Technical Standards and Annual Seminar: 1995 to 2010
- Member, League Proposition 218 Implementation Guide Task Force
- Chair, CSMFO Central Coast Chapter: 1994 to 1996

TRAINER

- League of California Cities
- Institute for Local Government
- California Debt and Investment Advisory Commission
- Government Finance Officers Association of the United States and Canada
- California Society of Municipal Finance Officers
- Municipal Management Assistants of Southern California and Northern California
- National Federation of Municipal Analysts
- Probation Business Manager's Association
- Humboldt County
- California Association of Local Agency Formation Commissions
- American Planning Association

Topics included:

- | | |
|--|---|
| • Long-Term Financial Planning | • Debt Management |
| • The Power of Fiscal Policies | • Transparency in Financial Management: Meaningful Community Engagement in the Budget Process |
| • Financial Analysis and Reporting | • Financial Management for Non-Financial Managers |
| • Fiscal Health Contingency Planning | • Preparing for Successful Revenue Ballot Measures |
| • Effective Project Management | • Integrating Goal-Setting and the Budget Process |
| • Providing Great Customer Service in Internal Service Organizations: The Strategic Edge | • Multi-Year Budgeting |
| • Strategies for Downsizing Finance Departments in Tough Fiscal Times | • Top-Ten Skills for Finance Officers |
| • Telling Your Fiscal Story: Tips on Making Effective Presentations | • Financial Management for Elected Officials |
| • What Happened in the City of Bell and What We Can Learn from It | • Strategies for Strengthening Organizational Effectiveness |
| • 12-Step Program for Recovery from Fiscal Distress | • Budgeting for Success Among Uncertainty: Preparing for the Next Downturn |
| • Taking a Policy-Based Approach to Fee-Setting | • Fiscalization of Land Use |
| • Top Challenges Facing Local Government Finance Officers | |

PUBLICATIONS

- *Guide to Local Government Finance in California*, Solano Press, Second Edition, 2017 (Co-Author)
- *Setting Reserve Policies – and Living Within Them*, CSMFO Magazine, May 2017
- *Presenting the Budget to Your Constituents*, CSMFO Magazine, July 2016
- *Planning for Fiscal Recovery*, Government Finance Review, February 2014
- *Managing Debt Capacity: Taking a Policy-Based Approach to Protecting Long-Term Fiscal Health*, Government Finance Review, August 2011
- *Fees in a Post-Proposition 218 World*, League of California Cities, City Attorney's Department Spring Conference, May 2010
- *Municipal Fiscal Health Contingency Planning*, Western City Magazine, November 2009
- *California Municipal Revenue Sources Handbook*, League of California Cities, 2019 (Contributor: Chapter 8, "Cost Recovery")
- *Understanding the Basics of County and City Revenue*, Institute for Local Government, 2008 (Contributor)
- *Financial Management for Elected Officials*, Institute for Local Government, 2010 (Contributor)
- *Building a Healthy Financial Foundation Through Revenue Diversification*, Institute for Local Government, 2006 (Contributor)
- *Getting the Most Out of Your City's Current Revenues: Sound Fiscal Policies Ensure Higher Cost Recovery for Cities*, Western City Magazine, November 2003
- *Local Government Revenue Diversification, Fiscal Balance/Fiscal Share and Sustainability*, Institute for Local Government, November 2002 (Co-Author)
- *Why Is GASB 34 Such a Big Deal?*, Western City Magazine, November 2000
- *Understanding Sales Tax Issues*, Western Cities Magazine, June 1997
- *Proposition 218 Implementation Guide*, League of California Cities, 1997 (Contributor)

HONORS AND AWARDS

- Cal-ICMA Ethical Hero Award (for service to the City of Bell)
- CSMFO Distinguished Service Award for Dedicated Service and Outstanding Contribution to the Municipal Finance Profession

- National Advisory Council on State and Local Government Budgeting: Recommended Best Practice (Fiscal Policies: User Fee Cost Recovery)
 - GFOA Award for Distinguished Budget Presentation: Special Recognition as an Outstanding Policy Document, Financial Plan and Communications Device
 - CSMFO Awards for Excellence in Operating Budget, Capital Improvement Plan, Budget Communication and Innovation in Budgeting
 - GFOA Award of Achievement for Excellence in Financial Reporting
 - CSMFO Certificate of Award for Outstanding Financial Reporting
 - National Management Association Silver Knight Award for Excellence in Leadership and Management
 - American Institute of Planners Award for Innovation in Planning
 - Graduated with Honors, University of California, Santa Barbara
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Visit my web site for additional information at www.bstatler.com