



AGENDA ITEM: \_\_\_\_\_  
MEETING DATE: 9/6/2018  
DEPARTMENT: Comm Devel

## REPORT TO CITY COUNCIL

### SUBJECT:

Tyler Technologies Contract for EnerGov permitting & GIS software modules

### RECOMMENDATION:

Authorize acting City Manager to contact vendor to negotiate timing of payment and implementation as needed to qualify legally for non-General Fund funding of software and training costs

### BACKGROUND:

The contract for this software was executed in advance of identifying or securing a funding source. In addition to annual subscription cost of \$10,574 for adding permitting and GIS modules to our existing services provided by Tyler Technologies, one-time costs of \$25,000 (180 hours of implementation support over several months) has high probabilities of being chargeable to non-General Fund sources that are currently in the application process. Successful deferral of this project until grant funds are secured will relieve the General Fund of an otherwise immediate burden of over \$35,000 as well as potentially future subscription costs.

Prepared By:

Antonio Gastelum  
Acting City Manager

Approved By:

Antonio Gastelum  
Acting City Manager

Amendment to Contract No. 2012-0287



This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414, and the City of Parlier ("Client") with offices at 1100 E. Parlier, CA 93648.

WHEREAS, Tyler and Client are parties to an agreement effective December 18, 2012 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS Client desires to amend the Agreement to adjust the services and annual fees acquired;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that the following components of the Tyler Software, related professional services, and annual fees are added to the Agreement:

Tyler Software and Related Services - SaaS				
Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Incode EnerGov	0	\$0	\$0	\$4,441
Permitting & Land Management (PLM) ( 7 )	0	\$0	\$0	\$2,115
Citizen Self Service - PLM	0	\$0	\$0	\$2,115
Tyler Incident Manager (Limited)	0	\$0	\$0	\$1,480
GIS ( 7 )	0	\$0	\$0	\$423
IG Workforce Apps ( 2 )	0	\$0	\$0	\$10,574
Sub-Total:	0	\$0	\$0	\$10,574
TOTAL:	0	\$0	\$0	\$10,574
Other Services				
Description	Quantity	Unit Price	Extended Price	Maintenance
EnerGov Implementation Services	180	\$125	\$22,500	\$0
Project Management	1	\$2,500	\$2,500	\$0
TOTAL:			\$25,000	\$0
Summary				
Total Tyler SaaS	One Time Fees		Recurring Fees	
Total Tyler Services	\$0		\$10,574	
Total Third Party Hardware, Software and Services	\$25,000		\$0	
Summary Total	\$25,000		\$10,574	
Contract Total	\$36,574			

All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.  
Local Government Division

City of Parlier

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

By: 

Name: \_\_\_\_\_

Name: Samuel A. Escobar

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: 7/18/18



## STAFF REPORT

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DATE: September 6, 2018

TO: PARLIER CITY COUNCIL

FROM: Jose V. Garza, Chief of Police

SUBJECT: First Amendment to Agreement Between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services.

**RECOMMENDATION:** Staff recommends Council approve the First Amendment to the Agreement between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services.

**BACKGROUND:** On July 19, 2018, the City Council approved (subject to City Attorney review) the Agreement between the City of Parlier and the City of Coalinga for the provision of police department dispatch services.

**DISCUSSION:** In the original agreement approved by the City Council, Parlier's base cost for services during the first year with Coalinga was \$106,000.00. After further review and discussions between Coalinga, Parlier and the records management software provider Sun Ridge, it was determined that Parlier was committed to paying the yearly records and dispatch system maintenance fee of \$19,950 both to the City of Coalinga (in the base cost for services) and to Sun Ridge Systems (by separate maintenance contract).

The parties have determined that they maintenance payment is more appropriately directed to Sun Ridge Systems, because it offers a number of additional modules that the Parlier Police Department may also want to purchase in the future to improve overall police operations. Sun Ridge Systems offers modules such as an automated police training/tracking system, personnel system, police evidence module, as well as a number of other modules. These modules have no connection to the joint police records and dispatch system, but could prove valuable to Parlier in managing a variety of Department operations. In addition, it was determined that, if additional standalone modules were purchased by Parlier, the maintenance cost would then vary from year to year. Given the possibility of a fluctuating maintenance and update fee from year to year, both agencies agree it would be in their best interests to have Parlier pay the yearly maintenance costs directly to Sun Ridge Systems.

Consequently, the original annual maintenance fee of \$19,950 needs to be removed from the police dispatch services agreement between Parlier and Coalinga. Consequently, the annual cost for Coalinga Dispatch services will be reduced from

\$106,000 annually to \$86,050 per year.

**BUDGET IMPACT:** There is a positive budget impact in that the amount of total fees paid to Coalinga and to Sun Ridge Systems will be reduced by \$19,950.00. Parlier will be paying the maintenance cost directly to the software provider, Sun Ridge Systems, rather than to the City of Coalinga.

The contract amendment is attached to this staff report for council review and action.

Prepared By:

Approved By:

Jose V. Garza  
Chief of Police

Antonio Gastelum  
Acting City Manager

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF PARLIER AND THE CITY OF COALINGA  
FOR THE PROVISION OF POLICE DEPARTMENT DISPATCH SERVICES**

This First Amendment to the Agreement Between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services ("First Amendment") is made and entered into effective September \_\_, 2018 ("Effective Date of First Amendment"), by and between the City of Parlier ("Parlier") and the City of Coalinga ("Coalinga").

**RECITALS**

WHEREAS, on July \_\_, 2018, Parlier and Coalinga entered into that certain Agreement for the Provision of Police Department Dispatch Services ("Dispatch Agreement"), the terms of which are incorporated herein by this reference, by which Coalinga agreed to provide police dispatch services to Parlier for annual payments of one-hundred and six thousand dollars and no cents (\$106,000.00);

WHEREAS, due to inadvertent mutual mistake, the annual payment in the Dispatch Agreement included the amount of nineteen thousand, nine hundred and fifty dollars and no cents (\$19,950.00), which Parlier is obligated to pay to a third-party vendor rather than Coalinga for maintenance of Parlier's police dispatch software necessary to receive police dispatch services from Coalinga; and

WHEREAS, Parlier and Coalinga mutually desire to amend the Dispatch Agreement as set forth in this First Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, and other valuable consideration, the sufficiency of which is hereby acknowledged, Parlier and Coalinga agree as follows:

1. Recitals. The recitals stated above are true and correct and are a substantive part of this First Amendment.
2. Section 3 of the Dispatch Agreement, entitled "Annual Cost of Services," is amended to read in its entirety as follows:
3. Annual Cost of Services. The base cost for Services provided during the first year of this Agreement shall be eighty-six thousand fifty dollars and zero cents (\$86,050.00) annually, excluding the cost of equipment as described in Paragraph 4, and prorated from the date of service initiation. Beginning March 1, 2020, and on March 1 every year thereafter, the Parties will review the base cost of Services to determine if an adjustment to the annual base cost is appropriate. Any increase in the annual base cost shall not exceed

that of the Fresno All-Urban Consumer Price Index from the immediately preceding calendar year (January-December).

Parlier shall pay Coalinga one-half of the amount stated above for Services twice per year. The payments shall be made no later than thirty (30) days after the invoice is sent. Invoices will be submitted to the City of Parlier in the months of January and July. Notwithstanding this provision, the Coalinga Police Chief, in his sole discretion, may manage resources, including the reduction of staffing, support services, and other services, in response to external forces that may affect budgetary resources and the costs of providing Services, so long as the Services provided meet the performance standards set forth in Section 2 of this Agreement.

3. Except as expressly set forth herein, all other terms of the Dispatch Agreement shall remain unchanged and shall be interpreted so as to give full force and effect to this First Amendment. All capitalized terms in this First Amendment shall have the same meaning as defined in the Dispatch Agreement, unless separately defined in this First Amendment.

IN WITNESS WHEREOF, Parlier and Coalinga have executed this First Amendment effective on the date set forth above.

**CITY OF PARLIER**

**CITY OF COALINGA**

\_\_\_\_\_  
Antonio Gastelum, Acting City Manager

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Dorothy Garza, City Clerk

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary F. Lerner , City Attorney  
LOZANO SMITH

\_\_\_\_\_  
Mario U. Zamora, City Attorney  
GRISWOLD, LASALLE, COBB, DOWD, &  
GIN, LLP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



AGENDA ITEM: \_\_\_\_\_  
MEETING DATE: 9/6/2018  
DEPARTMENT: Finance

## REPORT TO CITY COUNCIL

### SUBJECT:

Purchase subscription to ClearGov HQ financial transparency platform including core benchmarking package and web services plus comprehensive budgeting module

### RECOMMENDATION:

Authorize acting City Manager for City to pay for subscription agreement with ClearGov HQ for an initial agreement at a discounted price waiving all onboarding and setup fees of -\$1,200 and providing a bundling discount of -\$2,000, total annual subscription cost \$7,500.

### BACKGROUND:

This subscription provides direct data integration with the California State Controller's office to provide 1) detailed transparency of City finances to a public website that can also be linked to our own City website, 2) extensive benchmarking comparisons of City financial data with other neighboring cities on a variety of relevant dimensions, and 3) comprehensive budgeting and reporting tools for internal management as well as public access. Similar budget statement builder software from Tyler Technologies has been quoted to us at a first-year cost of \$8,486 and would not include the public transparency platform nor any of the benchmarking functionality or data from comparable cities.

Prepared By:

Antonio Gastelum  
Acting City Manager

Approved By:

Antonio Gastelum  
Acting City Manager

Fowler

99

99



CITY OF  
**PARLIER**  
FRESNO COUNTY

Reedley

J19

2016 2015 2014 2013 2012

## DEMOGRAPHIC SNAPSHOT



Population

14,953

-50% LOWER THAN  
STATE MEDIAN

Median Home Value

\$123,300

-70% LOWER THAN  
STATE MEDIAN

Median Household Income

\$30,556

-52% LOWER THAN  
STATE MEDIAN

VIEW MORE DEMOGRAPHICS

\* Data source: 2010 US Census Bureau American Community Survey. Home value data includes all types of owner-occupied housing.

## FINANCIAL OVERVIEW

Fund: Government-wide Activities

REVENUES

\$11.8M

\$792  
per capita/year-29% LOWER THAN SIMILAR TOWNS  
[view analysis >](#)

VIEW BREAKDOWN



EXPENSES

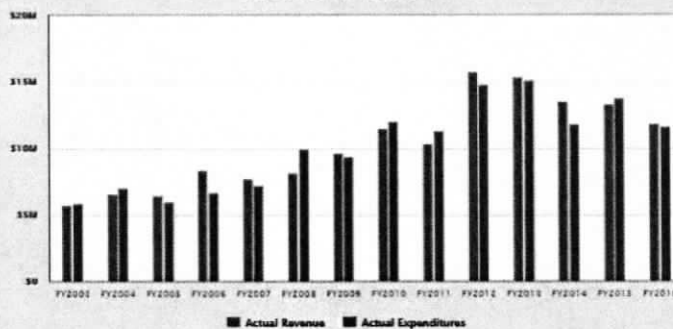
\$11.7M

\$779  
per capita/year-36% LOWER THAN SIMILAR TOWNS  
[view analysis >](#)

VIEW BREAKDOWN

Antonio Gastelum  
Finance Director[Click to add commentary](#)☐ Across YearsAntonio Gastelum  
Finance Director[Click to add commentary](#)☐ Across Years

## REVENUES vs EXPENSES

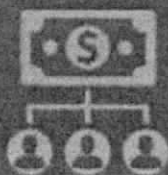


\* Data source: California State Controller's Office

## JOIN THE CONVERSATION

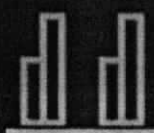
Be the first to comment.

Join the discussion...



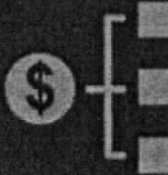
## Budget Builder

Collaborate with your colleagues to build a budget from the ground up.



## Peer Groups

Update the public benchmarking through custom peer groups.



## Financial

Update historical figures or plan your budget.



## Comments

Approve, reply and delete incoming comments from the public.



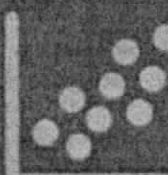
## Customize

Personalize many features of your ClearGov page.



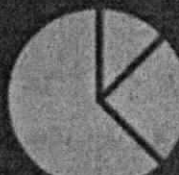
## Benchmarking

Filter ClearGov's database to identify and analyze statistical peers.



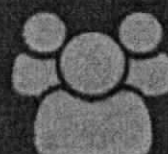
## Chart Builder

Quickly render graphical charts for presentations and reports.



## Widgets

Add charts and graphs to your municipal's website.



## User Management

User Management.

ACTUALS

PERCENTA

% OF TOTAL

[Export to Excel](#) [Save Peer List](#)

\* This data represents Government-wide Activities 2016 year figures

	Parlier	Dimba	Fowler	Kingsburg	Orange Cove	Reedley	Sanger	Selma	Peer Average	State Average
Revenue	\$11,843,791	\$46,171,008 +290%	\$6,224,618 -47%	\$12,768,463 +8%	\$11,011,540 -7%	\$29,931,448 +153%	\$29,920,664 +153%	\$24,942,663 +111%	\$23,000,069 +94%	\$161,786,983 +1266%
Expenditures	\$11,650,813	\$46,931,189 +303%	\$6,277,235 -6%	\$12,109,692 +4%	\$12,296,113 +6%	\$29,680,095 +153%	\$26,604,831 +111%	\$13,637,048 +103%	\$22,219,463 +91%	\$134,018,934 +1222%



## ClearGov Service Order

2 Mill & Main; Suite 630  
Maynard, MA 01754

Prepared by	Kent Hartsfield
Order Date	7/31/2018
Pricing Valid Through	8/31/2018

### Customer Contact Information

Customer	City of Parlier
Contact Name	Antonia Gastelum
Contact Title	Finance Director
Contact E-mail	agastelum@parlier.ca.us
Contact Phone	559-498-9291
Address	1100 E. Parlier Avenue
City, State Zip	Parlier CA, 93648

### Customer Billing Information

Billing Contact	
Billing E-Mail	
Purchase Order(If any)	

### Services

Service Period		Description of Services Ordered	Billing Date	Billing Frequency	Service Fees
Start Date	End Date				
08/01/18	08/01/18	ClearGov Budgets/Insights Bundle Onboarding: Includes setup and unlimited training & support.	08/01/18	One-Time	\$1,200.00
08/01/18	08/01/18	Onboarding Discount: 100% (Must be signed by 8/31/18)	08/01/18	One-Time	(\$1,200.00)
08/01/18	07/31/19	ClearGov Bundle: Civic Edition - Small ( <b>Annual Subscription</b> ) - Includes ClearGov Budgets: Civic Edition - Small: \$7,500 annual value - Includes ClearGov Insights: Civic Edition - Small: \$5,500 annual value	08/01/18	Annually In Advance	\$9,500.00
08/01/18	07/31/19	Introductory 2018 Bundle Offer (Must be signed before 12/31/18) <input type="checkbox"/>	08/01/18	One-Time	(\$2,000.00)
Total:					<b>\$7,500.00</b>

### Service Order Terms

<b>Payment Terms &amp; Taxes</b>	All invoices are due Net 30 days from the date of invoice. The Fees set forth in this ClearGov Service Order do not include applicable taxes.
<b>Customer Deliverables</b>	Customer shall provide all deliverables and respond to all approval requests within three (3) business days of such requests. Any delay by Customer in meeting these deliverable requirements may result in a delayed launch of the Customer Profile, but such delay shall not affect or change the Service Period as set forth in this Service Order.
<b>Customer Satisfaction Guarantee</b>	During the first ninety (90) days of the Service Period, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
<b>Annual Service Fees Limit</b>	For any Annual Subscription, ClearGov may adjust the Service Fees on an annual basis, effective on each anniversary date of such Annual Subscription, by providing at least ninety (90) days written notice to Customer, provided however, that in no event shall such increase be more than 10% over the previous annual Service Fees.
<b>Auto-Renewal</b>	The Service Period for any Annual Subscription shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order shall become binding upon execution by both Parties. The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

### Customer

Signature	
Name	
Title	

### ClearGov, Inc.

Signature	
Name	Bryan A. Burdick
Title	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**



**Sales Quotation For**

Antonio Gastelum  
 City of Parlier  
 1100 E Parlier Ave  
 Parlier, CA 93648-2433  
 Phone: +1 (559) 646-3545  
 Email: agastelum@parlier.ca.us

Quoted By: Robin Reeves  
 Quote Expiration: 1/22/2019  
 Quote Name: City of Parlier - CAFR Statement Builder  
 Quote Number: 2018-54223  
 Quote Description: CAFR Statement Builder

**Tyler Software and Related Services - SaaS**

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
Financial Management Suite					
CAFR Statement Builder	32	\$4,000	\$0		\$4,465
		\$4,000	\$0		\$4,465
<b>Sub-Total:</b>					
<b>TOTAL:</b>	32	\$4,000	\$0	5	\$4,465

**Summary**

Total Tyler SaaS  
 Total Tyler Services  
 Total Third Party Hardware, Software and Services  
**Summary Total**  
**Contract Total**

**One Time Fees**

\$0  
 \$4,000  
 \$0  
**\$4,000**  
**\$8,465**

**Recurring Fees**

\$4,465  
 \$0  
 \$0  
**\$4,465**

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ClearGov Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>2 Mill &amp; Main Place, Suite 630</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Maynard, MA 01754</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	7	-	5	2	0	5	7	9	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Brenda Suebke</i>	Date ► <i>2/2/2018</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AGENDA ITEM: \_\_\_\_\_  
MEETING DATE: 9/6/2018  
DEPARTMENT: Administration

## REPORT TO CITY COUNCIL

### **SUBJECT:**

Agreement for Professional Services: PR contract for public outreach and voter education on municipal ballot measures for November 2018 election.

### **RECOMMENDATION:**

Authorize acting City Manager to select from invited respondents and enter into Agreement for Professional Services for public relations firm to contract with City to implement immediate voter outreach and public education effort that will disseminate neutral information on municipal ballot measures for the November 2018 election.

### **BACKGROUND:**

The proposed Utility Users Tax that will be on the ballot this November is expected to generate sufficient revenue to fund the City's Fire Protection Services in the amounts of approximately \$340,699 per year (based on FY 2018-19 initial billing). The UUT measure would bring in these annual amounts for multiple years.

An agreement budget of \$30,000 for 8 weeks of activities would fund a legally-compliant informational campaign that promotes voter awareness and public education but does not advocate to support or oppose the measure.

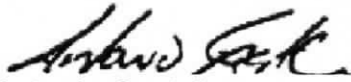
The following potential professional service providers were contacted by phone and then via follow-up email to discuss this project and were invited to submit proposals:

- Rose Strategic Public Relations
- JP Marketing
- J. Peter DeYoung
- Global Communications LLC

All indicated their interest in submitting proposals, however JP Marketing changed their mind and let us know they were not going to apply. As of the date of the printing of this report, only one proposal has been received.

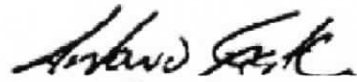
There is significant urgency to begin the 8-week campaign in time for the November 6 election.

Prepared By:

A handwritten signature in black ink, appearing to read 'Antonio Gastelum', with a stylized, cursive script.

Antonio Gastelum  
Acting City Manager

Approved By:

A handwritten signature in black ink, appearing to read 'Antonio Gastelum', with a stylized, cursive script.

Antonio Gastelum  
Acting City Manager



AGENDA ITEM: \_\_\_\_\_  
MEETING DATE: 9/6/2018  
DEPARTMENT: Administration

## REPORT TO CITY COUNCIL

### SUBJECT:

Authorization of issuance of Notice of Termination of Contract between City of Parlier and Lozano Smith

### RECOMMENDATION:

Authorize issuance of Notice of Termination of Contract between City of Parlier and Lozano Smith, with effective date of notice to be September 30, 2018, or sooner if a suitable response to an RFP for City Attorney services is received and approved in advance of that date. Authorize issuance of RFP for City Attorney services.

### BACKGROUND:

The existing contract with Lozano Smith provides for the City to discharge Lozano Smith at any time for no cause. Lozano Smith is required to provide 30 days notice before terminating services, however the City is not required to provide any notice and may dismiss Lozano Smith at any time.

Here are the amounts Parlier has been charged by Lozano Smith each fiscal year:

Jul 2017-Jun 2018 \$332,572

Jul 2016-Jun 2017 \$255,014

Jul 2015-Jun 2016 \$157,891

Jul 2014-Jun 2015 \$161,579

Here are the amounts are the amounts shown above by calendar year:

2018 YTD - \$236,596 in 8 months

2017 - \$256,755 in 12 months

2016 - \$213,799 in 12 months

2015 - \$155,960 in 12 months

2014 - \$148,799 in 12 months

At the current rate of invoice amounts we are receiving from Lozano Smith so far this year (\$29,574 per month), the City is on track to pay \$354,894 for City Attorney services by the end of December. Of the 2018 amounts paid to Lozano Smith to date, \$24,177 was for services related to cannabis issues.

Staff has surveyed neighboring cities to find their annual amounts paid for City Attorney services. Here are the responses received so far:

Coalinga - Capped at \$125,000 per year maximum

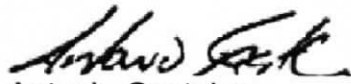
Selma - \$92,000 plus \$13,000 for labor

Reedley - \$67,212

Kingsburg - \$98,000 per year not including labor and employment

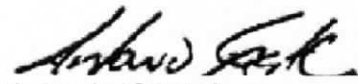
Fowler - \$120,000

Prepared By:



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Approved By:



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