



# Town of Paradise

## Town Council Meeting Agenda

### 6:00 P.M. - August 08, 2017

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Date/Time: 2<sup>nd</sup> Tuesday of each month at 6:00 p.m.  
Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Scott Lotter  
Vice Mayor, Jody Jones  
Council Member, Greg Bolin  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Dina Volenski  
Community Development Director, Craig Baker  
Finance Director/Town Treasurer, Gina Will  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, David Hawks  
Chief of Police, Gabriela Tazzari-Dineen

### Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
  - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
  - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

## 2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p5 Approve Minutes of the July 11, 2017 Regular Town Council Meeting.
- 2b. p11 Approve July 2017 Cash Disbursements in the amount of \$2,603,199.17.
- 2c. p19 Adopt Resolution No. 17-30, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.
- 2d. p24 1. Approve Resolution No. 17-31, A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll; and, 2. Authorize the Town Manager and Administrative Services Director to approve direct charge (special assessment) changes; and, 3. Authorize the Town Manager and Town Attorney to execute the governing authority certification related to the direct assessments on the property tax roll.
- 2e. p28 1. Review and file the 3rd Quarter Investment Report for the Fiscal Year Ending June 30, 2017; and, 2. Review and approve Town of Paradise – 140 Investment Policy.
- 2f. p41 1. Concur with staff's recommendation of Kittelson & Associates for the preparation of the Paradise Systemic Safety Analysis Report (SSAR); and, 2. Approve the attached Professional Services Agreement with Kittelson & Associates and authorize the Town Manager to execute; and, 3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.
- 2g. p63 Authorize the Town Manager to execute the following agreements:
  - 1. An amended agreement between the Town of Paradise and Safeway, Inc., to pay the costs for Michael Baker International to provide required environmental review and documents associated with Safeway's development project applications; and
  - 2. An amended agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the Safeway project's environmental document(s).

2h. p85 1. Adopt Resolution No. 17-32, "A Resolution of the Town Council of the Town of Paradise Approving the Final Map of Valley Vista Estates, Assessor Parcel No. 051-210-014" (Once recorded, the design of the final map will result in the creation of fourteen lots possessing frontage along a paved private road extension of Schmale Lane as well as a newly created private road, Boaz Lane.)

2i. p88 1. Authorize the award of the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contracts for three new 2017 Patrol Vehicles and three additional replacement MDCs to Lehr Auto Electric of Sacramento; and, 2. Authorize the Town Manager to execute all related Contracts for the Police Vehicle Emergency Equipment and the MDC.

**3. ITEMS REMOVED FROM CONSENT CALENDAR**

**4. PUBLIC COMMUNICATION**

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

**5. PUBLIC HEARINGS - None**

**6. COUNCIL CONSIDERATION**

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

6a. p148 Consider 1. Reviewing the evaluation and ranking of the top 3 candidate sites for a Paradise Transit Center; and, 2. Provide direction to Town and BCAG staff on the preliminary preferred site alternative for purposes of commencing the environmental review under CEQA and approval documents. (ROLL CALL VOTE) (BCAG has programmed \$550,000 to complete the preliminary design, environmental documents and final design for a Paradise Transit Center)

6b. p151 Consider authorizing the Town Manager to send the attached letter to Presiding Judge, Robert A. Glusman responding to findings/recommendations in the 2016/2017 Grand Jury Report. (ROLL CALL VOTE)

6c. P157 1. Consider concurring with staff recommendation to deny Abandonment Application #EN17-00055 affecting APN 050-430-014,015 (Noble Orchard Property-the application is to abandon a one foot wide "no access strip" adjacent to their Orchard property along Pentz Road); or 2. Provide alternative direction to staff. (ROLL CALL VOTE)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

7a. Council initiated agenda items

- 1. p159 Provide Direction to the Town's voting delegate regarding the League of California Cities proposed resolution for the 2017 Annual Conference.
- 2. p195 Discussion to consider writing a letter of support for AB1408 requested from the City of Whittier. (LOTTER) [AB 1408 deals with supervised release of parolees by the Department of Corrections and Rehabilitation.]

7b. Council reports on committee representation

7c. Future Agenda Items

**8. STAFF COMMUNICATION**

- 8a Town Manager Report
- Community Development Director

**9. CLOSED SESSION - None**

**10. ADJOURNMENT**

STATE OF CALIFORNIA ) COUNTY OF BUTTE )	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
_____	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR ADJOURNED MEETING – 6:00 PM – July 11, 2017**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Lotter at 6:02 p.m. at the Paradise Performing Arts Center located at 777 Nunneley Road, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Bolin.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Jody Jones, Melissa Schuster, Michael Zuccolillo and Scott Lotter, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Public Works Director/Town Engineer Marc Mattox, Administrative Services Director/Town Treasurer Gina Will, Administrative Analyst Colette Curtis, Business and Housing Services Supervisor Kate Anderson, Police Chief Gabriela Tazzari-Dineen, Community Development Director Craig Baker and Fire Chief David Hawks.

**2. CONSENT CALENDAR**

**MOTION by Zuccolillo, seconded by Schuster,** approved consent calendar items 2a through 2g. Roll call vote was unanimous.

2a. Approved Minutes of the June 13, 2017 Regular and June 27, 2017 Adjourned Town Council meetings.

2b. Approved June 2017 Cash Disbursements in the amount of \$3,640,462.35. (310-10-032)

2c. Adopted Resolution No. 17-28, A Resolution of the Town Council of the Town of Paradise Allowing the Town of Paradise to Complete the Police Department Roof Replacement Project without complying with State Public Works Bidding Requirements; and, 2. Authorized the Town Manager to select a private contractor to complete the project; and, 3. To enter into an agreement relating thereto at a price not to exceed \$45,000. (280-60-004)

2d. 1. Adopted Resolution No. 17-29, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager of the Town of Paradise or her Designee to Sign Program Supplement Agreement No. P91 to the Administering Agency-State Agreement for State Funded Projects Corresponding to Project No. SSARPL 5425 (037) and 2. Approved the Program Supplement Agreement No. P91 to Administering Agency-State Agreement No. 00449S for State-Funded Project SSARPL 5425 (037) (Systemic Safety Analysis Report Program) to assure receipt of \$225,000 in state

funds and authorized the Town Manager to execute. (The Paradise SSAR will study the Town's extremely underdeveloped and narrow two-lane roadways, including historical collision data and potential improvements eligible for future grant opportunities.) (510-20-166)

2e. Awarded Contract No. 17-10 Greenwood Drive Storm Damage Repairs to Franklin Construction, Inc. of Chico, CA in the amount of their Bid of \$100,551.00; and, 2. Authorized the Town Manager to execute an agreement with Franklin construction relating to Contract No. 17-10 and to approve contingency expenditures not exceeding 10%. (Funding for the Greenwood Dr. Storm Damage Drain Repair Project will be shared with FEMA-75%, Cal OES-18.75% and Town of Paradise Gas Tax-6.25%) (510-20-167)

2f. Awarded Contract No. 17-11, Paradise PD Window Replacement to The Screen and Door Shop of Paradise, CA in the amount of their Bid of \$9,974.23; and, 2. Authorized the Town Manager to execute an agreement with The Screen and Door Shop relating to Contract No. 17-11 and to approve contingency expenditures not exceeding 15%. (510-20-168)

2g. 1. Concurred with staff's recommendation of Harris & Associates to perform pavement management services for the Town's 100 centerline mile roadway network; and, 2. Approved the Professional Services Agreement with Harris & Associates and authorized the Town Manager to execute same; and, 3. Authorized the Town Manager to execute additional work orders up to 10% of the contracts amount. (510-20-169)

**3 ITEMS REMOVED FROM CONSENT CALENDAR - None**

**4. PUBLIC COMMUNICATION**

1. Claudia Benike – informed the Town Council about the Gold Panning lessons at the Gold Nugget Museum on Saturdays from July 8 through August 12 and encouraged everyone to participate.

**5. PUBLIC HEARINGS - None**

**6. COUNCIL CONSIDERATION**

At 6:05 p.m. Council Members Bolin and Council Member Zuccolillo recused themselves from discussion and voting on the Sewer Recommendation due to a ruling by the Fair Political Practices Commission (FPPC) that there was a conflict of interest because of the amount of property owned by the two Council Members in the proposed sewer district. (960-70-04)

Town Manager Lauren Gill introduced Mike Massaro from Bennett Engineering who provided a brief presentation on the Sewer Project.

Mr. Massaro presented highlights from the Paradise Sewer Project Feasibility Report reiterating that this is the 7<sup>th</sup> feasibility study and that the sewer/septic issue continues to be a concern that needs to be addressed or businesses and residential septic systems will continue to fail which decreases property values and makes it difficult for businesses to operate in the Town of Paradise.

The five options that were provided for consideration were:

- a. Localized Wastewater Treatment Plant with Effluent Land Application
- b. Localized Wastewater Treatment Plant with Surface Water Discharge Location
- c. Regional Connection to the City of Chico Water Pollution Control Plant
- d. Wastewater Treatment with Beneficial Reuse.
- e. No Project.

Town Manager Lauren Gill thanked all the participants in the study and reviewed the economic benefits to the entire region and community, both commercial and residential.

Town Engineer Marc Mattox, provided an overview of the staff recommendations which included the following:

1. Acknowledge and accept Bennett Engineering's Town of Paradise Sewer Project, Alternatives Analysis and Feasibility Report: Determining a Preferred Option for Implementation; and,
2. Concur with staff recommendation to:
  - a. Select the Direct Connection to the City of Chico Water Pollution Control Plant alternative as the preferred alternative.
  - b. Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection.
  - c. Defer Special Assessment District Formation until adequate funding has been secured for construction of the selected alternative.
  - d. Engage state and federal representatives on project need and alternative grant funding options.
  - e. Secure additional grant funding for preliminary design and environmental studies.

Mayor Lotter opened the meeting up for public comments:

1. Ward Habriel – stated that there are not enough people in attendance to get the message out, would like a positive message to the community, current businesses have made an investment in the community with engineered systems, how do you convince other businesses that they need to invest in a

sewer system, where does wastewater go and how will the lack of wastewater impact the trees/plants/environment?

2. Monty Knittel, President/CEO of Feather River Hospital – stated that his main concern is health care, wants this to be a thriving community and to be able to recruit talented employees - supports the project.
3. Matt Miller – had questions regarding the right of way area, if everyone could pay for the sewer system even if they weren't in the assessment district and if there would be an impact to development fees – supports a regional connection.

Staff informed Mr. Miller that his questions would be answered later in the process during the engineering or other phases of the project, that it was not legal to have citizens pay who were not in the district and it is not clear yet what development impacts there will be.

4. Martin Nichols - inquired as to what Chico's terms would be before moving forward and suggested keeping the local option.
5. Kelly Serl – has been personally impacted by the rising water table, problem will not go away, is affecting the entire community and property values, not just proposed district, make sure if money is spent that it will provide a benefit for the entire community and stated that Butte County will no longer be operating a wastewater treatment center as of September 1, 2017 and encouraged everyone to be prepared.
6. Jim Harding – pointed out that this sewer system will maintain septic tanks if you already have one or need to add one and inquired about the suggested cost in the report and why the funding amount was higher.

Staff stated that the interest for financing the project is what raised the cost.

Council Member Jones thanked the citizens and consultants for the time and effort put into the study and discussed the report.

Council Member Jones does not support the staff recommendation as written because Chico is in the middle of studying their Wastewater system and may not be willing/able to participate in the project. She then suggested two changes to the staff recommendation, section A and B. (changes are reflected in the motion below)

Council Member Schuster, concurred with Vice Mayor Jones and stated that two options make sense, suggested a change to section c to say, "identified" instead of "secured" , suggested that there could be other opportunities within the area and would like to refer to the project as a Wastewater system, not a sewer system.

Mayor Lotter concurred with the alternative options choice, thinks there's an advantage to the local discharge option and informed the citizens that the Butte



County Board of Supervisors will be closing the wastewater portion of the Neal Road Landfill leaving the closest septic receiving station in Lincoln.

Mayor Lotter also addressed the issue of the two Council Members who have recused themselves from discussion/voting on the sewer project. Council Members with property in or near to the proposed district wrote a letter to the Fair Political Practices Commission (FPPC) to get a determination on whether there was a conflict of interest. The FPPC concluded that Council Members Bolin and Zuccolillo owned numerous properties within the proposed district disallowing their participation in the discussion.

6a. MOTION by Jones, seconded by Schuster, approved the following:

1. Acknowledge and accept Bennett Engineering's Town of Paradise Sewer Project, Alternatives Analysis and Feasibility Report: Determining a Preferred Option for Implementation; and,
2. Modified the staff recommendations to take the following actions:
  - a. Select the Direct Connection to the City of Chico Water Pollution Control Plant and a wastewater treatment plant, with or without reuse, as alternatives to bring forward in the environmental process.
  - b. Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection and draft a letter from the Town of Paradise Town Council to the City of Chico Council bringing them up to speed on what we have accomplished so far.
  - c. Defer Special Assessment District Formation until adequate funding has been identified for construction of the selected alternative.
  - d. Engage state and federal representatives on project need and alternative grant funding options.
  - e. Secure additional grant funding for preliminary design and environmental studies.

Roll call vote was unanimous with Bolin and Zuccolillo absent and not voting.

At 7:24 p.m. Council Members Bolin and Council Member Zuccolillo returned to the stage.

## 7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

**MOTION BY ZUCCOLILLO, seconded by Jones,** authorized the Mayor to sign the letter prepared by the Oroville Dam Coalition and Assemblyman Gallagher's office to the Federal Energy Regulatory

Commission (FERC) to delay Relicensing of the Oroville Dam. Roll call vote was unanimous. (510-15-040/06-03)

7b. Council reports on committee representation

Council Member Schuster attended the Butte County Mosquito and Vector Control meeting, Explore Butte County launch Party, Klamath Falls Blue Zone meeting and Work Training Center barbeque.

7c. Future Agenda Items – None

## 8. STAFF COMMUNICATION

- 8a. Town Manager Report – None
- Community Development Director - None

## 9. CLOSED SESSION

9a. At 7:30 Mayor Lotter announced that pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise v. Wendy Jane Baker, et al. County of Butte, Superior Court Case No. 16V02070

At 7:54 p.m. Mayor Lotter announced that action was taken to authorize the Town Attorney to sign a Joint Stipulation Request Order regarding the lawsuit with the Town of Paradise v. Wendy Jane Baker, et al. County of Butte Superior Court Case No. 16V02070.

## 10. ADJOURNMENT

Mayor Lotter adjourned the Council meeting at 7:55 p.m.

Date Approved:

By:

\_\_\_\_\_  
Scott Lotter, Mayor

Attest:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
JULY 1, 2017 - JULY 31, 2017

July 1, 2017 - July 31, 2017

Check Date	Pay Period End	DESCRIPTION	AMOUNT
07/14/17	07/09/17	Net Payroll - Direct Deposits & Checks	\$118,837.27
07/28/17	07/23/17	Net Payroll - Direct Deposits & Checks	\$118,659.06
<b>TOTAL NET WAGES PAYROLL</b>			<b>\$237,496.33</b>

**Accounts Payable**

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$259,708.06
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$2,105,994.78
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE</b> (Detail attached)	<b><u>\$2,365,702.84</u></b>
<b>GRAND TOTAL CASH DISBURSEMENTS</b>	<b><u><u>\$2,603,199.17</u></u></b>

APPROVED BY: \_\_\_\_\_  
LAUREN GILL, TOWN MANAGER

APPROVED BY: \_\_\_\_\_  
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2017 - To Payment Date: 7/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
67206	07/03/2017	Open			Accounts Payable	DELONG, SHELLEY	\$213.63		
67207	07/03/2017	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$906.47		
67208	07/03/2017	Open			Accounts Payable	GALLAGHER, CRAIG	\$458.71		
67209	07/03/2017	Open			Accounts Payable	HAUNSCHILD, MARK	\$291.55		
67210	07/03/2017	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
67211	07/03/2017	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
67212	07/03/2017	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
67213	07/03/2017	Open			Accounts Payable	SBA Monarch Towers III LLC	\$131.59		
67214	07/03/2017	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
67215	07/05/2017	Open			Accounts Payable	Aflac	\$189.92		
67216	07/05/2017	Open			Accounts Payable	BLOOD SOURCE	\$62.00		
67217	07/05/2017	Open			Accounts Payable	Met Life	\$8,814.25		
67218	07/05/2017	Open			Accounts Payable	OPERATING ENGINEERS	\$869.50		
67219	07/05/2017	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,800.40		
67220	07/05/2017	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,356.08		
67221	07/05/2017	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$673.63		
67222	07/05/2017	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$150.00		
67223	07/10/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$18.49		
67224	07/10/2017	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
67225	07/10/2017	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$73.72		
67226	07/10/2017	Open			Accounts Payable	ALHAMBRA	\$11.20		
67227	07/10/2017	Open			Accounts Payable	ANDERSON, KATE	\$46.76		
67228	07/10/2017	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$385.00		
67229	07/10/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.78		
67230	07/10/2017	Open			Accounts Payable	Asbury Environmental Services	\$134.69		
67231	07/10/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.66		
67232	07/10/2017	Open			Accounts Payable	AT&T MOBILITY	\$84.40		
67233	07/10/2017	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$295.64		
67234	07/10/2017	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$19.72		
67235	07/10/2017	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,689.21		
67236	07/10/2017	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,110.62		
67237	07/10/2017	Open			Accounts Payable	Bauer Compressors	\$1,628.52		
67238	07/10/2017	Open			Accounts Payable	Big O Tires	\$40.00		
67239	07/10/2017	Open			Accounts Payable	BURTON'S FIRE, INC.	\$303.81		
67240	07/10/2017	Open			Accounts Payable	BUTTE CO TREASURER	\$29,746.45		
67241	07/10/2017	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,780.50		
67242	07/10/2017	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$112.00		
67243	07/10/2017	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$387.86		
67244	07/10/2017	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$18.00		
67245	07/10/2017	Open			Accounts Payable	COLYER VET SERVICE	\$18.00		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2017 - To Payment Date: 7/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
67246	07/10/2017	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$3.00		
67247	07/10/2017	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.60		
67248	07/10/2017	Open			Accounts Payable	DON'S SAW & MOWER	\$478.95		
67249	07/10/2017	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$210.03		
67250	07/10/2017	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
67251	07/10/2017	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$389.03		
67252	07/10/2017	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$1,883.72		
67253	07/10/2017	Open			Accounts Payable	Housing Authority of the County of Butte	\$459.00		
67254	07/10/2017	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
67255	07/10/2017	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$481.14		
67256	07/10/2017	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$375.00		
67257	07/10/2017	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$177.67		
67258	07/10/2017	Open			Accounts Payable	LIFE ASSIST INC	\$340.00		
67259	07/10/2017	Open			Accounts Payable	M. Roethler General Engineering	\$4,680.00		
67260	07/10/2017	Open			Accounts Payable	Mark Thomas & Company Inc	\$44,272.28		
67261	07/10/2017	Open			Accounts Payable	Michael Baker International, Inc.	\$30,667.58		
67262	07/10/2017	Open			Accounts Payable	MID VALLEY TERMITE	\$145.00		
67263	07/10/2017	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$17.31		
67264	07/10/2017	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,037.33		
67265	07/10/2017	Open			Accounts Payable	O'REILLY AUTO PARTS	\$54.30		
67266	07/10/2017	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$583.13		
67267	07/10/2017	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$136.81		
67268	07/10/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,447.98		
67269	07/10/2017	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$2,040.25		
67270	07/10/2017	Open			Accounts Payable	Paradise Printing	\$328.64		
67271	07/10/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
67272	07/10/2017	Open			Accounts Payable	PETERSON TRACTOR CO	\$83.41		
67273	07/10/2017	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$37.68		
67274	07/10/2017	Open			Accounts Payable	Riebes Auto Parts	\$57.64		
67275	07/10/2017	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
67276	07/10/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$243.46		
67277	07/10/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$43.92		
67278	07/10/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$38.91		
67279	07/10/2017	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
67280	07/10/2017	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,400.74		
67281	07/10/2017	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$809.00		
67282	07/10/2017	Open			Accounts Payable	WILKEY, PO, JOHN	\$23.00		
67283	07/10/2017	Open			Accounts Payable	STATE OF CALIFORNIA - DMV	\$116.00		
67284	07/14/2017	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
67285	07/14/2017	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 7/1/2017 - To Payment Date: 7/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
67286	07/20/2017	Open			Accounts Payable	3 CORE, INC.	\$3,500.00		
67287	07/20/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$54.93		
67288	07/20/2017	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
67289	07/20/2017	Open			Accounts Payable	Airvac - Air Vacuum Corporation	\$1,305.00		
67290	07/20/2017	Open			Accounts Payable	ALLDATA	\$1,616.25		
67291	07/20/2017	Open			Accounts Payable	ALLIANT INSURANCE	\$8,281.00		
67292	07/20/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.78		
67293	07/20/2017	Open			Accounts Payable	Asbury Environmental Services	\$120.00		
67294	07/20/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,038.94		
67295	07/20/2017	Open			Accounts Payable	B.I.N.T.F.	\$12,500.00		
67296	07/20/2017	Open			Accounts Payable	Bennett Engineering Services Inc	\$30,197.53		
67297	07/20/2017	Open			Accounts Payable	Big O Tires	\$44.00		
67298	07/20/2017	Open			Accounts Payable	Biometrics4ALL, Inc	\$18.75		
67299	07/20/2017	Open			Accounts Payable	Borgman, Anthony	\$673.96		
67300	07/20/2017	Open			Accounts Payable	BUTTE CO RECORDER	\$59.00		
67301	07/20/2017	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$245,483.50		
67302	07/20/2017	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$709.00		
67303	07/20/2017	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,159.00		
67304	07/20/2017	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,933.00		
67305	07/20/2017	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$9.00		
67306	07/20/2017	Open			Accounts Payable	COLYER VET SERVICE	\$27.00		
67307	07/20/2017	Open			Accounts Payable	COMCAST CABLE	\$291.01		
67308	07/20/2017	Open			Accounts Payable	COMPLETE ASPHALT SERVICE CO. INC. (CASCO)	\$30.03		
67309	07/20/2017	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$565.59		
67310	07/20/2017	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$10,000.00		
67311	07/20/2017	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$68,737.70		
67312	07/20/2017	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$18.00		
67313	07/20/2017	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$285.00		
67314	07/20/2017	Open			Accounts Payable	Entersect	\$84.95		
67315	07/20/2017	Open			Accounts Payable	FLATT, JUSTIN	\$20.00		
67316	07/20/2017	Open			Accounts Payable	FLORES TOOL & FASTENER	\$220.71		
67317	07/20/2017	Open			Accounts Payable	Flynn's Welding & Machine Shop	\$2,586.00		
67318	07/20/2017	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$181,570.64		
67319	07/20/2017	Open			Accounts Payable	Gibson, April	\$172.50		
67320	07/20/2017	Open			Accounts Payable	GRIGG, JAMES	\$50.00		
67321	07/20/2017	Open			Accounts Payable	Hard, Keith	\$120.00		
67322	07/20/2017	Open			Accounts Payable	Huggins, Jeannette	\$172.50		
67323	07/20/2017	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$4,755.15		
67324	07/20/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$568.66		
67325	07/20/2017	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$257.35		
67326	07/20/2017	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$475.00		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 7/1/2017 - To Payment Date: 7/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
67327	07/20/2017	Open			Accounts Payable	JOURNYX, INC.	\$2,623.50		
67328	07/20/2017	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,250.00		
67329	07/20/2017	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$177.67		
67330	07/20/2017	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$45.00		
67331	07/20/2017	Open			Accounts Payable	Loom Moose Lodge	\$280.00		
67332	07/20/2017	Open			Accounts Payable	M. Roethler General Engineering	\$520.00		
67333	07/20/2017	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,625.42		
67334	07/20/2017	Open			Accounts Payable	Mercury Insurance	\$424.24		
67335	07/20/2017	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
67336	07/20/2017	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$101.91		
67337	07/20/2017	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$499.00		
67338	07/20/2017	Open			Accounts Payable	NCCSIF TREASURER	\$307,478.50		
67339	07/20/2017	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$45.28		
67340	07/20/2017	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$8,574.80		
67341	07/20/2017	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$36.64		
67342	07/20/2017	Open			Accounts Payable	O'REILLY AUTO PARTS	\$137.58		
67343	07/20/2017	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$477.80		
67344	07/20/2017	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$12,073.90		
67345	07/20/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$462.61		
67346	07/20/2017	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$328.83		
67347	07/20/2017	Open			Accounts Payable	Paradise Printing	\$26.94		
67348	07/20/2017	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$800.00		
67349	07/20/2017	Open			Accounts Payable	PARADISE TRANSMISSIONS	\$2,434.26		
67350	07/20/2017	Open			Accounts Payable	PARROTT, BUD	\$298.99		
67351	07/20/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
67352	07/20/2017	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,380.00		
67353	07/20/2017	Open			Accounts Payable	PETERSON TRACTOR CO	\$68.51		
67354	07/20/2017	Open			Accounts Payable	RAINEY, CHRIS	\$67.00		
67355	07/20/2017	Open			Accounts Payable	RAMOS, DANIEL J.	\$70.00		
67356	07/20/2017	Open			Accounts Payable	Riebes Auto Parts	\$81.18		
67357	07/20/2017	Open			Accounts Payable	SALVATION ARMY	\$200.00		
67358	07/20/2017	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$1,946.93		
67359	07/20/2017	Open			Accounts Payable	Stratti	\$735.00		
67360	07/20/2017	Open			Accounts Payable	T and S DVBE Inc.	\$1,800.50		
67361	07/20/2017	Open			Accounts Payable	TeleCheck Services, Inc.	\$35.00		
67362	07/20/2017	Open			Accounts Payable	The Lead Detective Agency, Jeff, Van Slooten	\$1,400.00		
67363	07/20/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$80.44		
67364	07/20/2017	Open			Accounts Payable	Traffic Works, LLC	\$7,060.00		
67365	07/20/2017	Open			Accounts Payable	Tri Flame Propane	\$658.01		
67366	07/20/2017	Open			Accounts Payable	TURNBOW, DAVID LYNN	\$67.00		
67367	07/20/2017	Open			Accounts Payable	TURNBOW, DEBBIE	\$74.00		
67368	07/20/2017	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$559.55		
67369	07/20/2017	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,070.00		
67370	07/20/2017	Open			Accounts Payable	VERIZON WIRELESS	\$344.98		
67371	07/20/2017	Open			Accounts Payable	VERIZON WIRELESS	\$566.59		





# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2017 - To Payment Date: 7/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		175	\$2,123,238.08	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		10	\$242,464.76	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		10	\$242,464.76	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		185	\$2,365,702.84	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		185	\$2,365,702.84	\$0.00
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		175	\$2,123,238.08	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		175	\$2,123,238.08	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		10	\$242,464.76	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		10	\$242,464.76	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		185	\$2,365,702.84	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		185	\$2,365,702.84	\$0.00



**Town of Paradise  
Council Agenda Summary  
Date: August 8, 2017**

**Agenda Item: 2(c)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer

**Reviewed by:** Lauren Gill, Town Manager

**Subject:** Authorize destruction of certain records maintained in the Finance Department in keeping with the principles of an effective and cost efficient Records Management Program

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**Council Action Requested:** Adopt Resolution No. 17-\_\_\_, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.

**Alternatives:** Consider making a determination that certain records listed for destruction have value to the agency, and direct that all or some records listed on Exhibit B continue to maintained.

**Background:** The Town has had an established records management program since the early 1980's. Based upon recommendations from the California Secretary of State, all Town records have been reviewed, inventoried and scheduled with a retention/destruction code pursuant to Town of Paradise Resolution No. 04-27. That resolution provides the Town with legal authority to dispose of certain records that are no longer of value to the Town.

**Discussion:** Once records have fulfilled their administrative, fiscal, or legal function, they should be disposed of as soon as possible in order to maintain an efficient, effective and economical management of information. Resolution No. 04-27 provides the legal authority, with the Town Attorney's consent, to dispose of records that no longer serve the administrative, legal and/or fiscal purposes for which they were created.

**Fiscal Impact Analysis:** No additional cost will be borne by the Town in destroying these records. The Finance Department already contracts for regular shredding service and any documents not containing confidential or sensitive information will be recycled.

**TOWN OF PARADISE  
RESOLUTION NO. 17-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN  
STORAGE FOR THE FINANCE DEPARTMENT PURSUANT TO GOVERNMENT  
CODE SECTION 34090.**

**WHEREAS**, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

**WHEREAS**, the Town Attorney consent is incorporated into this resolution as Exhibit A approving the destruction of those certain records set forth in Exhibit “B”; and,

**WHEREAS** the specific records are set forth on Exhibit “B”; and,

**WHEREAS**, the Administrative Services Director is requesting to dispose certain records maintained in the Finance Department as set forth on the attached Exhibits “B”.

**NOW, THEREFORE**, the Town Council of the Town of Paradise does resolve as follows:

**SECTION 1:** The Administrative Services Director of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit “B” of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 8<sup>th</sup> day of August, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Scott Lotter, Mayor

**ATTEST:**

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dwight L. Moore, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents  
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibits B attached to Resolution No. 17-\_\_.

DATED:

\_\_\_\_\_  
DWIGHT L. MOORE, Town Attorney

RESOLUTION NO. \_\_\_\_\_  
 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS  
 PURSUANT TO GOVERNMENT CODE SECTION 34090

**EXHIBIT “B”**  
**LIST OF FILES ELIGIBLE FOR DESTRUCTION**

<b>Finance – Audit + 4 years</b>	
Accounts Payable – Edit listing	2012/13
Accounts Payable – Master Commodity Agreements	1999, 2000, 2001 & 2002
Accounts Payable – Paradise Express Expenditures	1991/92 – 1993/94
Accounts Payable – Purchase Orders	2000
Accounts Payable – TRAN Work Papers	2008/09
Accounts Receivable – Citations placed on tax roll	2008/09 – 2010/11
Accounts Receivable – Miscellaneous Billing	2001/02 – 2002/03
Accounts Receivable – State Mandated Cost Claims	2001/02 - 2002/03
Accounts Receivable – Transit receipts	1994/95 & 1995/96
Accounts Receivable – Wastewater Billing	2004/05
Fixed Assets Inventory	1980/81 – 1992/93, 1996/97, 1999/00 2001/02, 2002/03, 2005/06
Payroll adjustments – Employee insurance changes and certificates	1992
Payroll tax returns – Quarterly - State and Federal	Jan 2005 December 2009
<b>Finance – Audit + 5 years</b>	
Bank Reconciliations	2005/06 – 2009/10
Cancelled Payroll Checks	2006/07
<b>Finance – Audit + 7 years</b>	
Annual Financial Reports – RDA Statement of Indebtedness, RDA Housing and Community Development, RDA Financial Transactions Report, RDA Statement of Pass-through Obligation	2007/08

RESOLUTION NO. \_\_\_\_\_  
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS  
 PURSUANT TO GOVERNMENT CODE SECTION 34090**

Annual Financial Reports – Street Reports	1991/92- 1993/94 1997/98- 1999/00
Annual Financial Reports – Transit Expenditure Plan	1994/95 – 1996/97, 2004/05, 2007/08
Grant Accounting – Various grants monies spent and closed out	1999/00 - 2007/08
<b>Finance – Close + 2 years</b>	
Audit Work Papers	1994/95 – 1998/99, 2000/01- 2004/06, 2011/12 – 2012/13
Budget Work Papers	2003/04 - 2005/06
<b>Finance – Termination + 4 Years</b>	
Business Licenses – Receipts and Applications	2004/05 – 2010/11

Reviewed by:

\_\_\_\_\_  
 Gina Will, Administrative Services Director/Town Treasurer



**Town of Paradise  
Council Agenda Summary  
Date: August 8, 2017**

**Agenda Item: 2(d)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer

**Reviewed by:** Lauren Gill, Town Manager

**Subject:** Direct Assessments for Butte County Property Tax Roll

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**Council Action Requested:**

1. Approve Resolution No. 17-\_\_\_, A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll, and
2. Authorize the Town Manager and Administrative Services Director to approve direct charge (special assessment) changes, and
3. Authorize the Town Manager and Town Attorney to execute the governing authority certification related to the direct assessments on the property tax roll, or

**Alternatives:**

Direct staff to bill the fees directly to Town citizens.

**Background:**

For over ten years the County has provided the Town an economical means of collecting direct assessments by placing them on the property tax roll. It is efficient, cost effective, and provides a higher percentage of collection as compared to the Town billing each citizen directly. It also provides convenience to citizens as they receive fewer invoices and pay directly to fewer agencies.

**Discussion:**

The County has requested approval of the above documents for house-keeping and as a means of protecting the process for both agencies. As has been the case for several years, for 2017/18, the Town will place assessments on the property tax roll related to:

1. Animal Control Services
2. Annual Septic Operating Permits

**Fiscal Analysis:**

The agreement retains the \$0.30 per parcel per assessment type as the fee charged by the County for this service. This fee has already been factored into the 2017/18 budget.



TOWN OF PARADISE  
RESOLUTION NO. 17-\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL  
PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS)  
ON THE SECURED TAX ROLL.

WHEREAS, the notices and election for special assessment fees for the purpose of the Paradise Animal Control Services and Shelter to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on November 2, 2004; and

WHEREAS, the regulatory fees for the purpose of the Paradise Annual Septic Operating Permit to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on May 14, 2013; and

WHEREAS, the Town of Paradise is placing the special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the Town of Paradise has complied with all laws pertaining to the levy of the special assessments, including Proposition 218, to be collected, respectively per Government Code Section 50075 et seq. and Health and Safety Code Section 6980, and

WHEREAS, the assessments are being levied without regard to property valuation of the properties involved; and

WHEREAS, the Town of Paradise agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the Town by the County; and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. That the list submitted with parcel number and amount are certified as being correct, the Town Manager, Town Attorney and Administrative Services/Town Treasurer are hereby authorized to sign any of the following documents required and directed to give the list to the Butte County Auditor on behalf of the Town for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 8TH DAY OF AUGUST, 2017 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

NOT VOTING:

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Scott Lotter, Mayor

ATTEST:

BY: \_\_\_\_\_  
Dina Volenski, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Dwight L. Moore, Town Attorney

BUTTE COUNTY AUDITOR-CONTROLLER  
2017/18

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY                      TOWN OF PARADISE

TAX CODE                                      79002, & 79003

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME

SIGNATURE

Lauren Gill, Town Manager

\_\_\_\_\_

Gina Will, Administrative Services  
Director/Town Treasurer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scott Lotter

\_\_\_\_\_ Date

Mayor  
Title



**Town of Paradise  
Council Agenda Summary  
Date: August 8, 2017**

**Agenda Item: 2(e)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Quarterly Investment Report

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**Council Action Requested:**

1. Review and file the 3rd Quarter Investment Report for the Fiscal Year Ending June 30, 2017; and,
2. Review and approve Town of Paradise – 140 Investment Policy; or,

**Alternatives:**

Give alternative direction for investment or reporting.

**Background:**

Attached is a report on the Town's cash and investments for the quarter ended March 31, 2017.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.21% up to the amount of monthly fees.

The Town uses the State of California managed Local Agency Investment Fund (LAIF) for investment of cash in excess of immediately needed operating capital. With same day liquidity and comparable yields, LAIF is currently the best investment option for the Town. Funds can be transferred electronically through computer authorization between LAIF and the Town checking account. The Town will continue to research other investment options that match LAIF's liquidity and security in order to improve investment yield.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits.

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of March 31, 2017, there were no available escrow funds.

## **Discussion**

The \$735,680 decreased investment balance as of March 31, 2017 as compared to March 31, 2016 is a result of having borrowed \$250,000 less in a Tax Revenue Anticipation Note (TRAN) and having taken \$200,000 out of reserves to fund the purchase of a new fire engine. The reserve funds will be replaced once the old fire engine is sold. The Town is replacing depleted reserves with the goal of reducing and eliminating the need to borrow cash for operations. Last fiscal year the Town needed a \$2.5 million TRAN which was funded September 18, 2015. This fiscal year the Town funded a TRAN of \$2.25 million as of October 19, 2016. In addition, there are some timing differences in the collection of receipts and the disbursements of payables. It is the measurement of cash investments at June 30<sup>th</sup> that is a better indication of cash flow improvements or challenges.

The GASB 45 trust investment managed by SISC experienced a 5.28% return on investment during the 3rd quarter of 2016/17. The economy is improving; however, the markets are volatile and interest rates remain historically low. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

The Town Treasurer has directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Pension Obligation Bond and the Paradise RDA Bond 2009 in accordance with the Town's investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD's which will yield between 0.60% and 1.05% over a one year period. While these investments and balances are not part of the Town's idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Finally, staff is submitting an Investment Policy for Town Council's review and approval. The investment policy has not changed as the laws governing the local agency investment of the funds had minor statutory changes; however, Government Code Section 53646 requires that this policy be reviewed and approved annually. All current reserve investments adhere to this policy.

## **Fiscal Impact Analysis:**

Isolating the gain from the GASB 45 trust, the Town earned \$9,890.10 for the quarter ended March 31, 2017. That is compared to \$7,137.35 for the quarter ended March 31, 2016. Again, isolating the GASB 45 return, over 27 basis points more in average yield was realized compared to a year ago, but had about \$972,000 million less average balances invested. The Town earned \$16,568.18 this fiscal year to date as compared to \$14,677.92 last fiscal year to date.

TOWN OF PARADISE  
 QUARTERLY SUMMARY OF INVESTMENTS  
 For Quarter Ended March 31, 2017

Investment	Type	For Quarter Ended March 31, 2017			For Quarter Ended March 31, 2016			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
US Bank	Checking	0.21%	489,055.95	489,055.95	0.22%	426,901.58	426,901.58	62,154.37
Local Agency Investment Fund (LAIF)	Savings	0.78%	3,852,826.73	3,849,651.81	0.47%	4,659,544.37	4,660,574.41	(806,717.64)
SISC GASB 45 Trust B	Various	5.28%	98,990.89	98,990.89	0.47%	90,207.86	90,207.86	8,783.03
Fiscal Agents & Petty Cash	Other	0.00%	1,850.00	1,850.00	0.00%	1,750.00	1,750.00	100.00
Totals			4,442,723.57	4,439,548.65		5,178,403.81	5,179,433.85	(735,680.24)
Total Quarterly Earnings on accrual basis			14,856.42			7,453.32		
Year-to-Date Earnings (July 1st - March 31st)			24,689.86			12,313.11		

\* Market Value determined by LAIF

**Reserve Funds Invested**

Pension Obligation Bond	954,021.99
Paradise RDA Bond 2009	\$ 340,000.00
	\$ 1,294,021.99

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
Zions Bank	2270	0.650%	08/15/16	05/10/17	CD	247,021.99	1,178.94
Santander Bank		0.700%	08/17/16	05/17/17	CD	248,000.00	1,298.43
Northpointe Bank		0.600%	08/22/16	05/22/17	CD	210,000.00	942.41
Enterprise Bank		0.650%	08/24/16	05/24/17	CD	249,000.00	1,210.55
Beal Bank	32574	1.050%	01/04/17	01/03/18	CD	248,000.00	2,596.87
Discover Bank	5649	1.050%	01/05/17	01/05/18	CD	92,000.00	966.00
						1,294,021.99	8,193.20

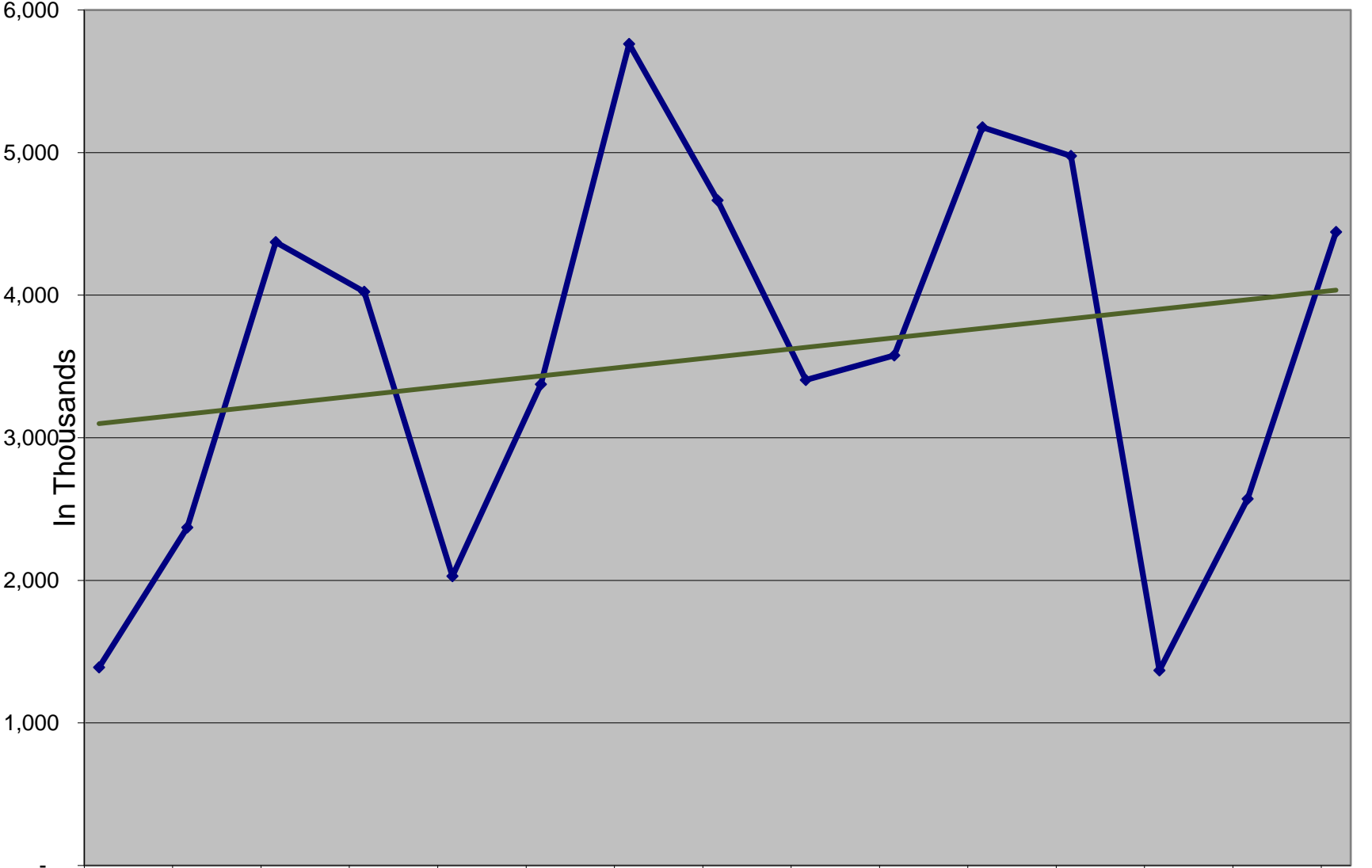
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

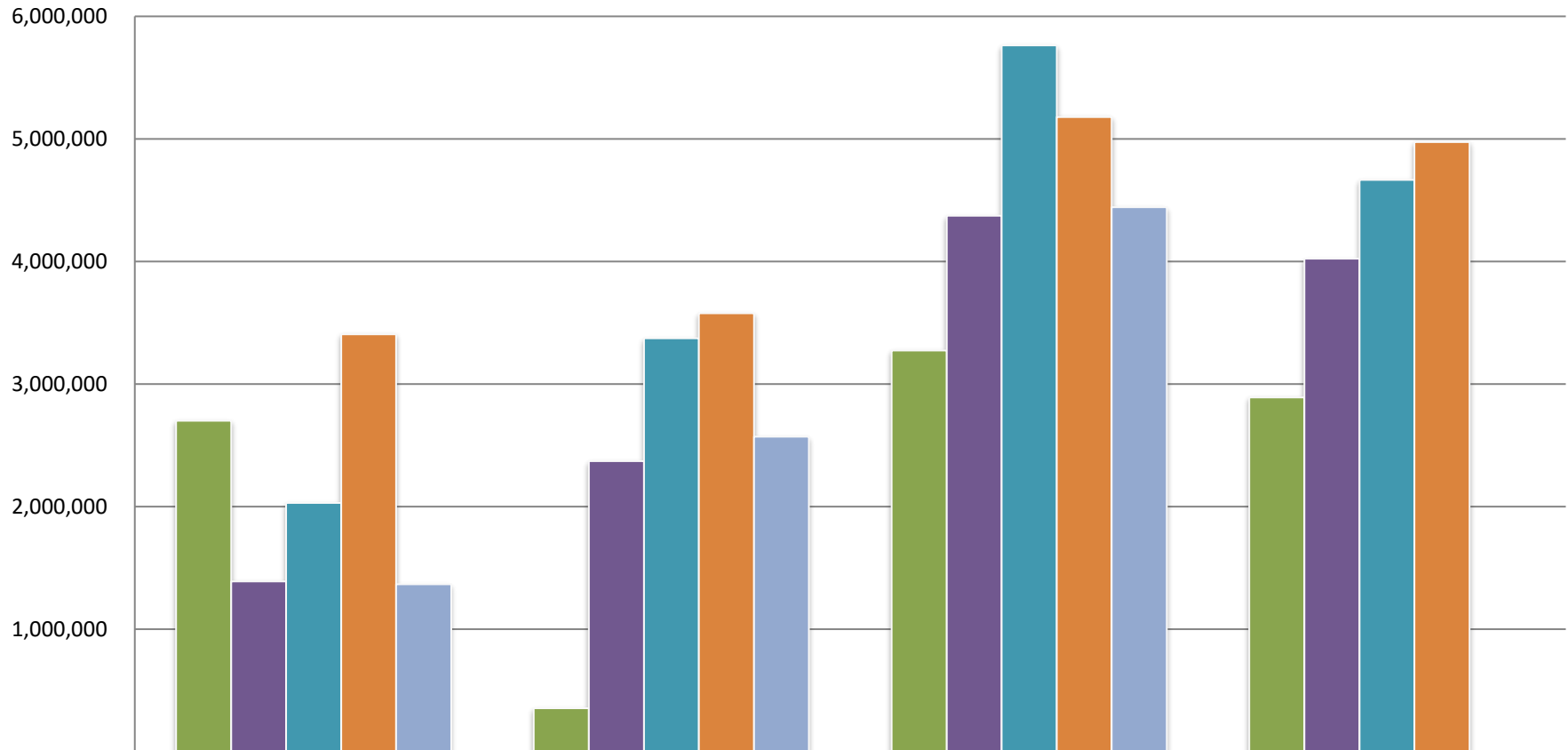
Gina S. Will  
 Finance Director/Town Treasurer

**Town of Paradise  
Investment Balances with Trendline  
September 2013 - March 2017**



	Sep-13	Dec-13	Mar-14	Jun-14	Sep-14	Dec-14	Mar-15	Jun-15	Sep-15	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17
Series1	1,390	2,371	4,373	4,023	2,030	3,375	5,762	4,665	3,406	3,578	5,178	4,976	1,368	2,572	4,443

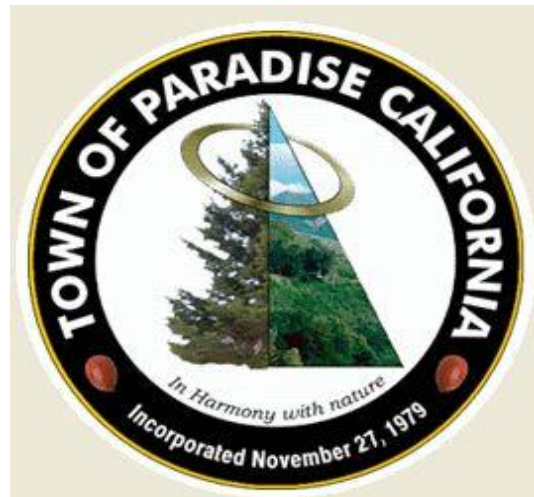
## Town of Paradise Investment Balances 2012/13 - 2016/17



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2012/13	2,701,104	357,101	3,274,156	2,890,429
■ 2013/14	1,389,733	2,370,880	4,372,599	4,022,638
■ 2014/15	2,029,885	3,375,031	5,764,007	4,665,263
■ 2015/16	3,406,433	3,577,592	5,178,404	4,973,367
■ 2016/17	1,368,222	2,571,507	4,442,724	



# Town of Paradise



## 140 Investment Policy

Approved by Town Council  
August 8, 2017

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## **II. PURPOSE**

This investment policy is intended to provide guidelines for the prudent investment of the temporary idle cash of the Town of Paradise and to outline the policies for maximizing the efficiency of the Town's cash management system. The ultimate goal is to enhance the financial status of the Town of Paradise, while protecting its pooled cash.

## **III. SCOPE**

The Town of Paradise cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the Town of Paradise to invest funds to the fullest extent possible. The Town of Paradise will attempt to obtain the highest yield obtainable, as long as investments meet the criteria established for safety and liquidity.

The Town of Paradise operates its pooled cash investments under the "Prudent Investor" standard pursuant to California Government Code Section 53600.3, and within the specific terms governing investments for municipal governments as set forth in California Government Code Sections 53600 through 53659.

The Town of Paradise shall strive to maintain the level of investment of all idle funds as near 100% as possible, through projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the Town Treasurer, and the Town of Paradise Investment Committee.

## **IV. OBJECTIVES**

Criteria for selecting investments and the order of priority are:

### **A. Safety**

The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. All "allowable investments" are of a very high quality and would be considered extremely safe and conservative.

### **B. Liquidity**

An adequate percentage of the portfolio will be maintained in liquid short term securities that can be converted to cash as necessary to meet disbursement requirements. The liquidity percentage will be determined from time to time from projected cash flow reports. Investments will be made in securities with active secondary and resale markets.

### **C. Yield**

Within the constraints of safety and liquidity, the highest and best return will be sought. The investment portfolio will be designed to attain a market average rate of return, taking into account the Town's risk constraints, the cash flow characteristics of the portfolio, and state law.

D. Maturity

The maturity of each investment shall not exceed a period of five years. Maturities shall be selected to anticipate cash needs, thus avoiding forced liquidations.

E. Diversification

The portfolio will be diversified to avoid incurring unreasonable and unavoidable risks regarding specific security types or individual financial institutions.

F. Prudence

Person(s) authorized to make investment decisions on behalf of local agencies are trustees and therefore, fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, a trustee is authorized to acquire investments as authorized by law.

G. Public Trust

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall investment return.

H. Non-Discriminatory

The Town of Paradise shall not knowingly make or allow investments in any institution, company, corporation, subsidiary or affiliate that practices or supports, directly or indirectly through its actions, discrimination on the basis of race, religion, creed, national or ethnic origin, age, sex, sexual preference or physical disability.

**V. AUTHORITY TO INVEST**

California Government Code Section 53600 et seq. provides legal authorization for investment of funds of local agencies. All investments of the Town of Paradise shall conform to the provisions of those laws.

**VI. REPORTING REQUIREMENTS**

A. Annually

In accordance with the California Government Code Section 53646, the Town Treasurer will annually submit to the Town Council and the Investment Committee

(consisting of the Town Manager, Finance Director/Town Treasurer, and one member of Town Council,) a statement of investment policy which the Town Council shall consider at a public meeting. The policy shall be reviewed on an annual basis by the Treasurer and the Investment Committee. Any investment held at the time this Investment Policy is adopted that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, however, such monies shall be reinvested only as provided by this policy.

**B. Quarterly**

Pursuant to California Government Code Sections 53607 and 53646, the Town Treasurer shall submit a quarterly report (the "Report") detailing the performance of the investment portfolio to the Town Council and the Investment Committee. The Report will be submitted to the Town Council within 30 days following the end of the quarter. The Report will contain the following:

1. Type of investment
2. Issuer
3. Date of maturity
4. The par value
5. The cost of all funds invested subject to this policy
6. The current market value of securities with the source of the market valuation for all securities held by the Town, and under management of any outside party that is not also a local agency, or the State of California Local Agency Investment Fund (LAIF)
7. Rate of interest
8. A statement of compliance with the investment policy
9. Accrued interest
10. Interest earned to date
11. Average weighted book yield
12. Average term to maturity
13. Transactions
14. Percentage distribution of investment types
15. Modified duration
16. Total rate of return

**VII. INTERNAL CONTROLS**

The Town Treasurer, in cooperation with the Investment Committee, shall develop a system of internal investment control procedures and a segregation of responsibilities of investment functions in order to assure an adequate system of internal control over the investment function. Internal control procedures shall address wire controls, separation of duties, delivery of securities to a third party for custodial safekeeping, and written procedures for placing investment transactions.

## **VIII. EXTERNAL CONTROLS**

The Town's external auditor will review and verify the Town's investment activity, holdings and compliance with this Investment Policy on an annual basis, and submit a report to the Town Council relating thereto. The external auditor shall maintain errors and omissions insurance coverage.

## **IX. QUALIFIED DEALERS AND INSTITUTIONS**

The Town shall transact business only with banks, savings and loans, and registered investment securities dealers. The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Corporation Code Section 25004, or from a member of a federally regulated securities exchange, from a national or state chartered bank, from a savings association or federal association (as defined by Financial Code Section 5102), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The Town Treasurer and the Investment Committee shall investigate all institutions that wish to do business with the Town, in order to determine if they are adequately capitalized, make markets in securities appropriate to the Town's needs, and agree to abide by the conditions set forth in this Investment Policy. All financial institutions and broker-dealers who desire to become qualified bidders for investment transactions must provide a current audited financial statement, sign a statement that they have received a copy of this Investment Policy and will abide by its conditions, and document that they are properly regulated as indicated above.

## **X. COLLATERAL REQUIREMENTS**

California Government Code, Sections 53652 through 53667 requires depositories to post certain types and levels of collateral for public funds above the Federal Deposit Insurance Corporation ("FDIC") insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit).

Collateral is also required for repurchase agreements. The collateral level shall be valued daily and must be maintained at a level of 102% for the life of the repurchase agreement.

## **XI. AUTHORIZED INVESTMENTS AND DIVERSIFICATION**

Securities purchased will be maintained within the statutory requirements imposed by California Government Code Section 53601. The Government Code currently allows for the following:

	Maximum % of Portfolio	Minimum Quality	Maximum Maturity
A. <b>Asset Backed Securities</b>	20%	Rated "AA" or better by NRSRO	5 Years
B. <b>Bankers Acceptances</b>	40% (30% of any one bank)	N/A	180 Days
C. <b>Collateralized Bank Deposits</b>	Unlimited	N/A	5 Years
D. <b>Commercial Paper</b>	25% (10% of single issuer)	Highest ranking of NRSRO	270 Days
E. <b>Local Agency Investment Fund</b>	Unlimited	Assets exceed \$500 million	5 Years
F. <b>Medium Term Notes</b>	30%	Rated "A" or better by NRSRO	5 Years
G. <b>Mutual Funds</b>	20% (10% of any one fund)	Highest rating by two NRSRO	5 Years
H. <b>Certificates of Deposit</b>	30%	N/A	5 Years
I. <b>Repurchase Agreements</b>	20%	Primary dealers	1 Year
J. <b>Subnationals: IBRD, IFC, IADB</b>	30%	Rated "AA" or better by NRSRO	5 Years
K. <b>Treasury Bills and Notes</b>	Unlimited	N/A	5 Years
L. <b>US Government, State(s) and Agency Securities</b>	Unlimited	N/A	5 Years

If the California Government Code adopts more restrictive investment restrictions, then those restrictions will have precedence over those listed above.

Funds deposited with a trustee for the purpose of debt reserve or future payment of indebtedness may be invested in accordance with the covenant of the trust agreement.

Investments shall be purchased according to the minimum credit standards listed above. In the event of a downgrade in credit after the date of purchase, the Town Treasurer shall advise the Investment Committee and will make a recommendation as to the disposition of the security.

## **XII. PROHIBITED INVESTMENTS**

The following investments are prohibited under this Investment Policy:

- A. Investments not specifically stated under "authorized investments".
- B. The Town will not invest in inverse floaters, range notes, or mortgage derived, interest-only strips.
- C. The Town will not invest in any security that could result in zero interest accrual if held to maturity.

## **XIII. SAFEKEEPING AND CUSTODY**

Securities purchased from broker/dealer will be held in a third-party custodian/safekeeping account except the collateral for time deposits in banks and savings and loans. Collateral for time deposits shall be held in accordance with California law.

## **XIV. DELEGATION OF AUTHORITY**

The Town Treasurer is authorized to invest the Town's idle funds in accordance with California Government Code Sections 53600 et seq., 16429.1 and 53684. In the absence of the Town Treasurer the investment of the funds will be delegated to the Town Manager. Investments made by the Town Manager will be restricted to the State managed California Local Agency Investment Fund ("LAIF") or to securities maturing within six months. Prior to investing in securities, the Town Manager will consider the cash flow requirements of the Town and may invest in securities maturing over six months if directed by the Treasurer in writing or verbally, if confirmed in writing within 30 days.

## **XV. ETHICS AND CONFLICTS OF INTEREST**

The Town Treasurer and other officers, officials, and/or employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Treasurer, other officers, officials and/or employees involved in the investment process shall disclose to the Town Council any material interest in financial institutions with which they conduct business. They shall further disclose to the Town Council any personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. The Treasurer, other officers, officials, and/or investment employees are required to file annual disclosure statements as required by the Fair Political Practices Commission ("FPPC"). During the course of the year, if there is an event subject to disclosure that could impair impartial decisions, the Town Council will be notified in writing within ten (10) days of the event.





**TOWN OF PARADISE  
Council Agenda Summary  
Date: August 8, 2017**

**Agenda No. 2(f)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Paradise Systemic Safety Analysis Consultant Contract Award

**COUNCIL ACTION REQUESTED:**

1. Concur with staff's recommendation of Kittelson & Associates for the preparation of the Paradise Systemic Safety Analysis Report (SSAR), and
2. Approve the attached Professional Services Agreement with Kittelson & Associates and authorize the Town Manager to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

**Background:**

This item relates to the preparation of a Systemic Safety Analysis Report (SSAR). Systemic analysis is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. The SSAR looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. Systemic analysis acknowledges that crashes alone are not always sufficient to prioritize countermeasures across a system. This is particularly true for many local streets and highways in rural areas with low volumes where crash densities tend to be low and there are few high crash locations, and in urban areas where vehicles interact with vulnerable road users (pedestrians, bicyclists, and motorcycles)

The goal of the Caltrans administered Systemic Safety Analysis Report Program (SSARP) is to help local agencies identify safety projects to submit for HSIP funding consideration. Through the funding of SSARP, local agencies will be encouraged to evaluate their roadway networks with an approach that has been effective for addressing safety issues. Although not a prerequisite to applying for HSIP funds, the use of results documented in their SSAR will identify high benefit-cost ratio safety projects that have been found to be competitive in previous HSIP cycles.

The Town of Paradise has received a SSARP allocation in the supplemental release dated May 12, 2017. The appropriation aims to address the following Strategic Highway Safety Plan Challenge Areas: (1) Roadway Departure & Head-On Collisions, (2) Pedestrians, and (3) Bicycling. Each of these Challenge Areas can be directly correlated to existing conditions on more than 85% of the Town's total roadway network.

The scope identified for the Town's SSAR will be focused on extremely underdeveloped and narrow two-lane roadways. The Town of Paradise, incorporated in 1979, developed primarily into a rural setting with inadequate or properly designed infrastructure to support the increase in population. As such, today, we still have primary arterials which are 20' in total pavement width with zero clear recovery zone, no lighting, faded striping, and potentially inadequate signage. The scope of the SSAR will be to evaluate these roadways in the context of motorists,

pedestrians and bicycles to determine feasibility of implementing future low-cost, high benefit HSIP projects.

Specifically, the SSAR will analyze the following roadway segments which all fall into the above described conditions:

1. Skyway between Bille Road and Town Limits (2.76 miles)
2. Clark Road between Wagstaff Road and Skyway (1.27 miles)
3. Pentz Road between southern Town Limits and northern Town Limits (4.93 miles)
4. Wagstaff Road between Oliver Road and Pentz Road (2.51 miles)
5. Bille Road between Cliff Drive and Pentz Road (2.98 miles)
6. Elliott Road between Skyway and Sawmill Road (1.86 miles)
7. Oliver Road between Skyway and Wagstaff Road (1.19 miles)
8. Valley View Drive between Valley Ridge Drive and Oliver Road (1.07 miles)
9. Neal Road between Wayland Road and Skyway (1.61 miles)
10. Foster Road between Wayland Road and Pearson Road (2.04 miles)
11. Nunneley Road between Clark Road and Sawmill Road (0.94 miles)
12. Sawmill Road between Pearson Road and Bille Road (1.50 miles)
13. Wayland Road between Neal Road and Foster Road (1.33 miles)
14. Roe Road between Neal Road and Foster Road (1.38 miles)
15. Buschmann Road between Foster Road and Clark Road (1.00 miles)
16. Black Olive Drive between Skyway and Pearson (0.41 miles)
17. Westbound Skyway (2 one-way lanes) between "Y" and Crossroads (0.52 miles)
18. Eastbound Skyway (2 one-way lanes) between Crossroads and "Y" (0.65 miles)

Between 2011 and 2013, the Town of Paradise had 10 severe or fatal injuries across the 18 road segments described above. Specific collision types to be analyzed include roadway departure (single vehicle "fixed object" collisions), collisions which took place at night, collisions involving bicyclists and collisions involving pedestrians. Collision data to be used will include a comprehensive analysis of local data in our Records Management System, data already synthesized into that Transportation Injury and Mapping System (TIMS) and the Statewide Integrated Traffic Records System.

In the simplest terms, this report will provide a complete approach to improving safety on select Paradise roadways by documenting historical issues and identifying low-cost and significant safety improvements which will be competitive for future grant applications.

On June 20, 2017, staff issued a formal Request for Proposals for the preparation of the Systemic Safety Analysis Report. The base scope of work for the consultant contract will be a comprehensive safety report including the following items/information:

*Statement of Protection of Data from Discovery and Admissions*  
*Safety Data Utilized (Crash, Volume, Roadway)*  
*Data Analysis Techniques and Results*  
*Highest Occurring Crash Types*  
*High-Risk Corridors (Crash History and Roadway Characteristics)*  
*Countermeasures Identified To Address the Safety Issues*  
*Viable Project Scopes and Prioritized List of Safety Projects*  
*Public Participation / Community Workshop*

**Analysis:**

By July 20, 2017 at 4:00 PM, Town staff had received six responses to the RFP, provided as follows: Mark Thomas, Kittelson & Associates, Traffic Works, TJKM, Stantec and Omni-Means

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed with to evaluate the proposals, including the following members:

Michael Zuccolillo, Town of Paradise, Town Councilmember  
 Marc Mattox, Town of Paradise, Public Works Director/Town Engineer  
 Colette Curtis, Town of Paradise, Administrative Analyst

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1, below.

**Table 1: Criteria Weighting Table**

No.	Evaluation Criteria	Rating (0-5)	Weight	Max Score (Rating * Weight)
1	Understanding of the work to be done		30	150
2	Experience with similar kinds of work		15	75
3	Quality of staff for work to be done		15	75
4	Capability of developing innovative or advanced techniques		20	100
5	Familiarity with state-funding procedures		5	25
6	Financial responsibility		5	25
7	Demonstrated Technical Ability		10	50
<b>Total:</b>			100	500

Committee review of the proposals was performed independently. Average of the five proposal rankings are shown in Table 2.

**Table 2: Average Proposal Scores**

No.	Evaluation Criteria	Mark Thomas	Kittelson & Associates	TJKM Transportation	Stantec	Traffic Works	Omni Means
1	Understanding of the work to be done	110.00	110.00	110.00	110.00	110.00	110.00
2	Experience with similar kinds of work	55.00	67.50	50.00	50.00	50.00	65.00
3	Quality of staff for work	57.50	52.50	52.50	52.50	57.50	52.50
4	Capability of developing innovative/adv techniques	86.67	73.33	60.00	60.00	86.67	66.67
5	Familiarity with state-funding procedures	23.33	23.33	20.00	20.00	20.00	20.00
6	Financial responsibility	23.33	23.33	20.00	20.00	20.00	20.00
7	Demonstrated Technical Ability	36.67	46.67	43.33	40.00	36.67	40.00
<b>TOTAL</b>		<b>392.50</b>	<b>396.67</b>	<b>355.83</b>	<b>352.50</b>	<b>380.83</b>	<b>374.17</b>

After extensive discussion and evaluation of the proposals, the evaluation committee unanimously selected Kittelson & Associates as the preferred selection to proceed on the report preparation. Their firm has the most experience with this type of work, has outstanding recommendations from references and had the best approach to public involvement and participation. The cost proposal from Kittelson & Associates was opened and reviewed for

completeness relating to the expected scope of work. Their cost to perform the work identified in their proposal is \$199,934.05

Staff recommends Council consider awarding the contract, Attachment A, to Kittleson & Associates to prepare the Paradise Systemic Safety Analysis.

**Financial Impact:**

Per state-funding guidelines for the Systemic Safety Analysis Report Program, the Town is required to provide a 10% match. The total approved grant amount is \$250,000, assuming a \$25,000 match from the Town of Paradise. The consultant contract cost to perform the work will cost \$199,934.05 – with \$19,993 to be funded locally using identified transit funds (2110 Local Transportation). Remaining grant funds will be used for project management reimbursement of Town wages and contingency expenditures, as required. Staff recommends approving a standard 10% contingency for this subject contract, although it is not expected to be used at this time. A total funding breakdown is provided below:

Item / Description	SSARP Cost	Local Cost	Total Cost
Consultant Contract	\$179,941.05	\$19,993.00	\$199,934.05
Contingency	\$17,993.70	\$1,999.30	\$19,993.00
Town Project Management	\$27,065.25	\$3,007.70	\$30,072.95
Total Amount	\$225,000.00	\$25,000.00	\$250,000.00

**Attachments:**

1. Proposed Contract Agreement

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **Contract 17-03 Paradise Systemic Safety Analysis Report**

#### **ARTICLE I INTRODUCTION**

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

#### **Consultant Name**

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Kittelson & Associates

The name of the "LOCAL AGENCY" is as follows:

#### **Town of Paradise**

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated July 19, 2017. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

#### **ARTICLE II STATEMENT OF WORK**

- A. Consultant shall complete the task list as referenced in the Consultant's Proposal dated July 20, 2017, attached as Exhibit A.

### **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

### **ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect on August 12, 2017, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when the report is completed or June 1, 2018, whichever comes first.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. In accordance with Exhibit B, invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director / Town Engineer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$199,934.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

### **ARTICLE VI TERMINATION**

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is based upon actual percent complete at the time of termination.

## **ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **ARTICLE VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE IX DELETED**

## **ARTICLE X COST PRINCIPLES**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

## **ARTICLE XI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit,

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

### **ARTICLE XIII EXTRA WORK**

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

### **ARTICLE XIV DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY'S Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

### **ARTICLE XV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

### **ARTICLE XVI SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

### **ARTICLE XVII EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies



equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XIX SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XX INSURANCE**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

##### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession.

Architects' and engineers' coverage is to be endorsed to include contractual liability.

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

**Verification of Coverage**

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

## **ARTICLE XXI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. 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 contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XXIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

## **ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XXV EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **ARTICLE XXVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code 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 Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

## **ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **ARTICLE XXVIII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XXIX CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

**ARTICLE XXXI IDEMNITY**

CONSULTANT agrees to indemnify, including the cost to defend, the Town and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, provided, however, this indemnity shall not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Town or others.

**ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

Kittelson & Associates  
Erin Ferguson, PE  
2110 K Street, Suite 22  
Sacramento, CA 95816

**LOCAL AGENCY:**

Town of Paradise  
Marc A. Mattox, Contract Administrator  
5555 Skyway  
Paradise, CA 95969

**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXIII SIGNATURES**

**TOWN OF PARADISE**

By \_\_\_\_\_  
*Lauren Gill,*  
*Town Manager*

**KITTLESON & ASSOCIATES**

By \_\_\_\_\_  
*Erin Ferguson*  
*Associate Engineer & Project Manager*

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

\_\_\_\_\_  
Dwight L. Moore, Town Attorney

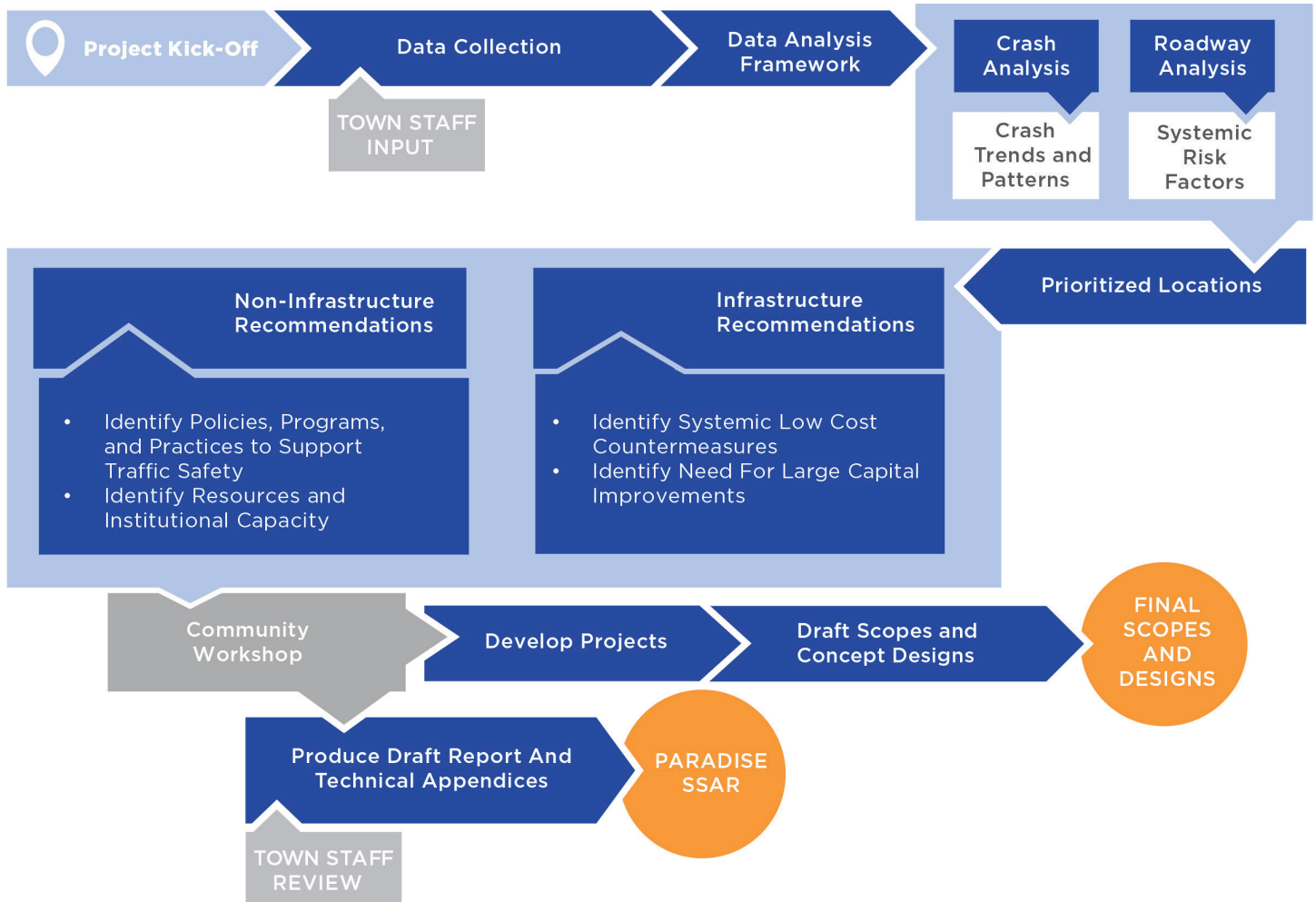
Approved Effective \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**

# SCOPE OF WORK

The KAI team’s approach to implementing the Paradise SSAR is shown in **Figure 3** and described in detail by task below. This approach will allow the KAI team to efficiently assess the Town of Paradise’s crash data and the 18 high-risk corridors through a detailed analysis of available crash data and roadway characteristic information. Through the identification of systemic risk factors present along these corridors (and potentially other sites within the Town), the KAI team will identify priority locations for improvements, develop 10 project scopes and conceptual designs, and prepare the Paradise SSAR report. We know key crash types for the Town include pedestrian, bicycle, nighttime, and roadway departure.

**FIGURE 3. PROJECT APPROACH**



## TASK 1 PROJECT MANAGEMENT

**PURPOSE** To ensure the project stays on schedule and on budget, and exceeds the Town’s needs and expectations.

### TASK 1.1 PROGRESS REPORTS AND INVOICES

We will prepare written progress reports and invoices on a monthly basis to provide transparency as to the team’s progress with respect to schedule and budget.

### TASK 1.2 BI-WEEKLY CONFERENCE CALLS

We will conduct bi-weekly check-in conference calls to discuss project status, upcoming milestones, and any other critical project issues or decisions that need to be resolved.

### TASK 1.3 FIVE (5) IN-PERSON MEETINGS

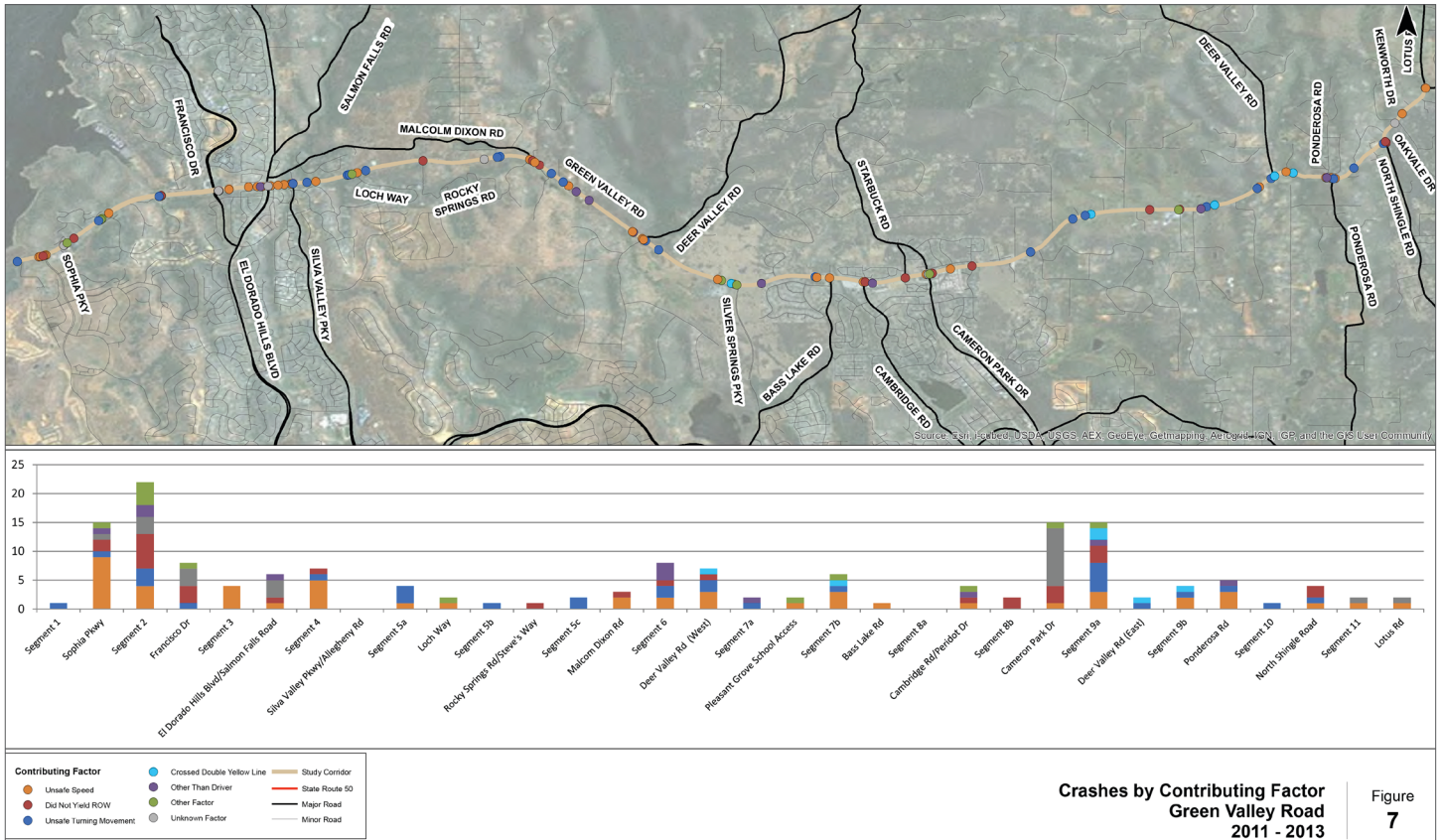
We will conduct, in person, one (1) project kick-off meeting and up to four (4) check-in meetings during the course of the project. We will prepare agendas and meeting notes for these meetings. We propose conducting these meetings at the key milestones in the project. These milestones are reflected in the proposed schedule (**Figure 4**).

### TASK 1 DELIVERABLES

- » Monthly written progress reports and invoices
- » Bi-weekly check-in conference calls
- » Up to five (5) in-person meetings



**SAMPLE CORRIDOR CRASH SUMMARY BY CONTRIBUTING FACTOR (GREEN VALLEY ROAD, EL DORADO COUNTY, CA)**

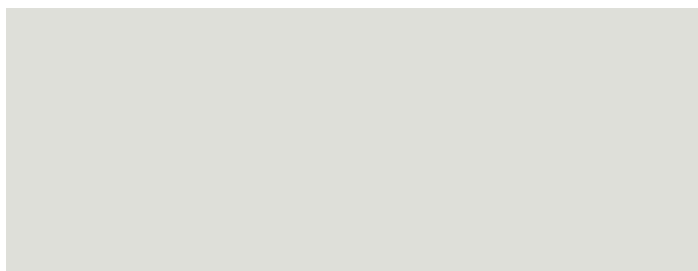


**TASK 2 DATA COLLECTION**

**PURPOSE** To establish a complete and accurate database to be used for the crash and roadway data analysis, the results of which will inform the core content of the SSAR.

**TASK 2.1 CRASH DATA COLLECTION AND ORGANIZATION**

We will compile the most recent five years of collision data available from the Town’s Records Management System, the I-SWITRS database, and UC Berkeley’s Transportation Injury Mapping System (TIMS). We will develop a collision database in GIS format to enable us to map the crashes across and along the 18 identified high-risk corridors. We will also compile the crash data for the entire Town into a comprehensive spreadsheet database to use for analysis of townwide crash trends and patterns.



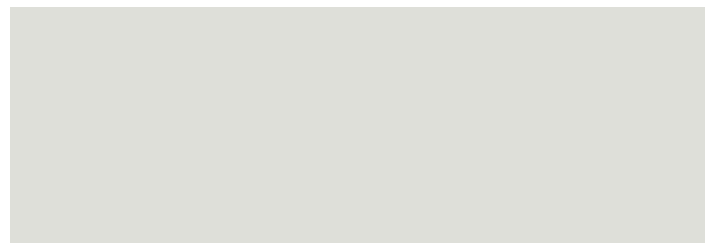
**TASK 2.2 ROADWAY DATA COLLECTION AND ORGANIZATION**

From our experience conducting other systemic safety analyses, we know that supplementing collision data

with contextual variables is particularly valuable for more effectively addressing collision patterns. Contextual variables include:

- » Roadway characteristics (roadway classification, number of lanes, vehicle speeds, etc.)
- » Land use data (locations of schools, parks, senior centers, etc.)
- » Demographic data (population, employment, age, race, gender, etc.)

We will pull such information from existing Town, regional and state databases. We will also inventory recently planned or implemented countermeasures. This will allow us to make more informed systemic safety project recommendations.



**TASK 2 DELIVERABLES**

- » GIS database with collision and contextual data and supporting data dictionary
- » Memorandum summarizing the work and findings from Task 2

## TASK 3 CRASH AND ROADWAY DATA ANALYSIS

**PURPOSE** To identify the dominant crash patterns and trends; relation of those patterns and trends to the state's Strategic Highway Safety Plan (SHSP) challenge areas; risk factors associated with those patterns and trends; and locations with an overrepresentation of risk factors and severe crash history.

### TASK 3.1 TOWN CRASH DATA ANALYSIS

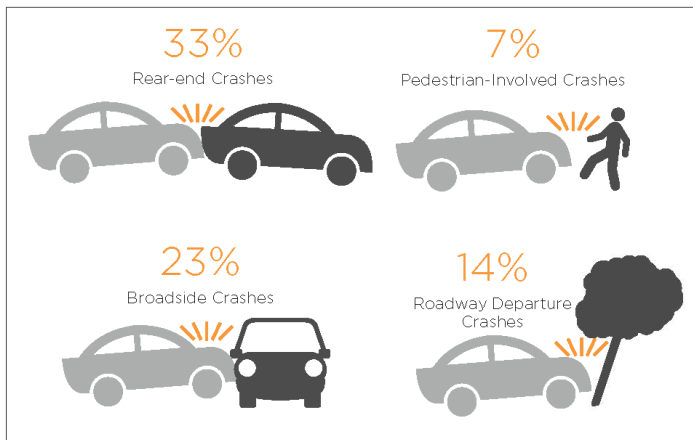
We will analyze the townwide crash data using two complementary approaches:

- » **Descriptive Crash Statistics.** Using cross-tabulations, graphs, and summary charts of crash severities, types, and primary contributing factors, we will develop descriptive statistics for the study corridors and citywide. Results would indicate the degree to which the dominant crash characteristics overlap with the state's SHSP challenge or focus areas, and provide a clear picture for Town staff of overarching safety performance across the Town.

In accordance with the Town's SSARP grant application, special consideration will be given to roadway departure, bicycle, pedestrian, and night crashes.

- » **Spatial Network Analysis.** Using a GIS-based software tool KAI has developed through similar systemic safety projects, we will map the reported crashes and their associated attributes (e.g., severity, primary contributing factors) on the Town's high-risk corridors. We will then analyze the crash data and physical characteristics of the intersections and roadway segments along those corridors to identify potential risk factors (Task 3.2).

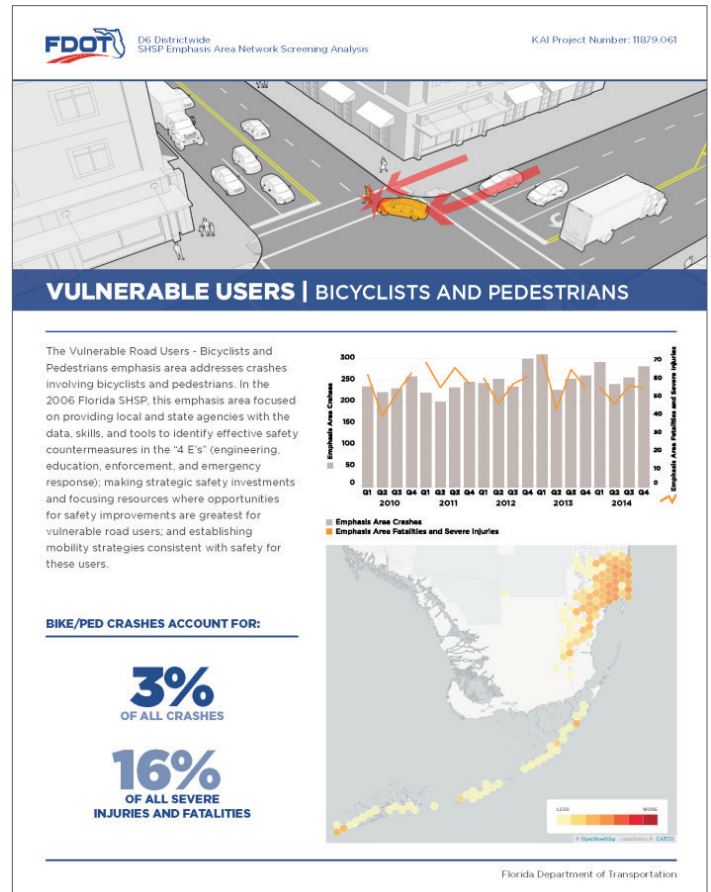
#### REPORTED CRASHES



### TASK 3.2 IDENTIFY RISK FACTORS AND POTENTIAL COUNTERMEASURES

We will review the physical and operational characteristics at the highest-ranked locations (from Task 3.1) to identify recurring physical characteristics associated with the crash patterns and trends. These recurring physical characteristics are considered potential risk factors.

#### SAMPLE SUMMARY OF FINDINGS USING VISUALS



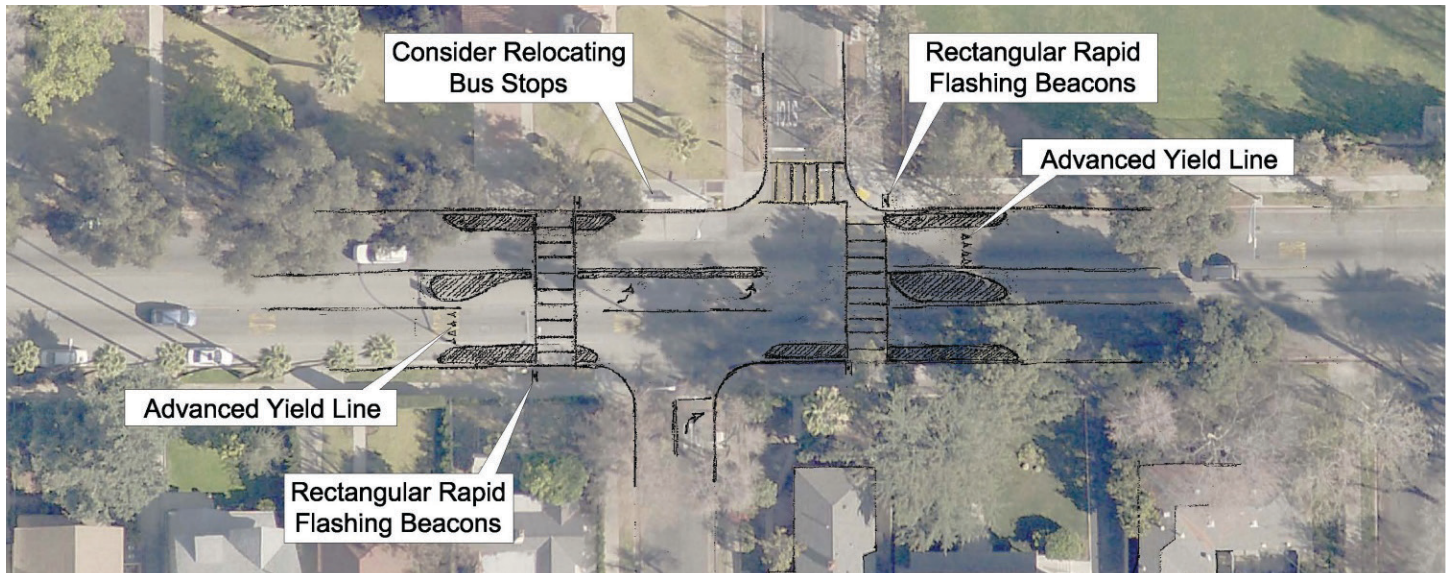
Using the risk factors identified for each of the Town's dominant challenge areas, we will identify countermeasures (both engineering and non-engineering), planning cost estimates, and issues or constraints that may limit implementation. As part of this effort we will use Caltrans' Local Roadway Safety Manual and the Federal Highway Administration (FHWA) Crash Modification Factor Clearinghouse to document the expected effectiveness of each countermeasure. The cost and effectiveness will inform draft priorities for implementation.

### TASK 3.3 IDENTIFY INITIAL PRIORITY LOCATIONS BASED ON RISK FACTORS AND CRASH DATA

Using the results from Task 3.2, we will prioritize road segments and intersections based on the number of risk factors present as well as the number and severity of crashes locations have experienced. This ensures the priorities consider locations with a history of crashes and locations with risk factors that could lead to crashes. This initial priority list would be updated as part of Tasks 4.1 and 4.2.

#### TASK 3 DELIVERABLES

- » Memorandum summarizing analysis and findings in Task 3
- » GIS-based software tool and maps from townwide and high-priority corridor analysis



## TASK 4 COUNTERMEASURE SELECTION

**PURPOSE** To work with the community to identify engineering and non-engineering countermeasures that will be effective at reducing crashes and crash-risk and also are broadly supported for implementation.

### TASK 4.1 COMMUNITY WORKSHOP

The community plays a major role in neighborhood improvements, and our outreach effort will help us to understand the project locations through the community eye. Incorporating this perspective will increase the competitiveness of program project applications.

We will develop a community input platform composed of a project website or web-based input platform, and a social media platform. Our project team will efficiently develop these tools to meet the needs of the project and community. We will use these platforms for feedback as well as to distribute information about meetings and project concepts.

#### COMMUNITY MEETING



We will also hold a community workshop to discuss safety concerns identified through our data analysis and potential countermeasures. The workshop will educate the public and key stakeholders about the project, share initial findings, generate a list of possible countermeasures, and develop partnerships and synergies between stakeholders. Working with the Town, we will identify a

list of key stakeholders, to include Town planning and public works/engineering agencies, Caltrans, police and sheriff, emergency, and first responders.

### TASK 4.2 ENGINEERING IMPROVEMENTS

Within this task, we will organize the promising countermeasures into two categories: 1) low-cost systemic improvements; and 2) potential capital safety improvement projects. This recognizes that not all safety issues identified will be able to be effectively addressed through low-cost systemic improvements. In some instances, a larger capital investment may be needed and appropriate.

### TASK 4.3 NON-ENGINEERING IMPROVEMENTS

We will document suitable non-engineering policies, programs, and practices that support traffic safety. These may include educational programs and campaigns, enforcement schemes and technologies, public health initiatives, and other possible countermeasures. Key to this task will be the identification of resources and capacities present in Paradise to create successful traffic safety policies, programs and practices.

### TASK 4 DELIVERABLES

- » Prepare for and conduct the community workshop and supporting documentation
- » Memorandum summarizing engineering and non-engineering countermeasures

## TASK 5 DEVELOP PROJECTS

**PURPOSE** To develop projects based on final countermeasures and priorities for implementation.

### TASK 5.1 FINALIZE AND PRIORITIZE COUNTERMEASURES

We will conduct a meeting with Town staff and key stakeholders to present the feedback we received from the workshop and how that influenced the final prioritized list of countermeasures. The meeting will provide closure for stakeholders and also clearly communicate how the prioritized countermeasures advance forward into projects.



# SCHEDULE OF WORK

Figure 4 presents our proposed schedule assuming the project timeline outlined in Appendix C of the RFP. Should a call for projects be issued during the course of the Paradise SSAR's preparation, KAI will work with Town staff to identify an expedited schedule to prioritize the development safety project scopes for up to four (4) of the safety projects selected by the Town prior to the application due date.

## SUMMARY OF PROJECT MEETINGS

### Meeting #1 Kick-Off Meeting

Confirm a common understanding of overall project schedule and key milestones. Initiate near-term actions for the project.

### Meeting #2 Data Analysis Results

Discuss and check-in regarding the results from the data analysis activities.

### Meeting #3 Potential Countermeasures

Provides an opportunity to discuss potential countermeasures to be explored at the community workshop and used in project scopes.

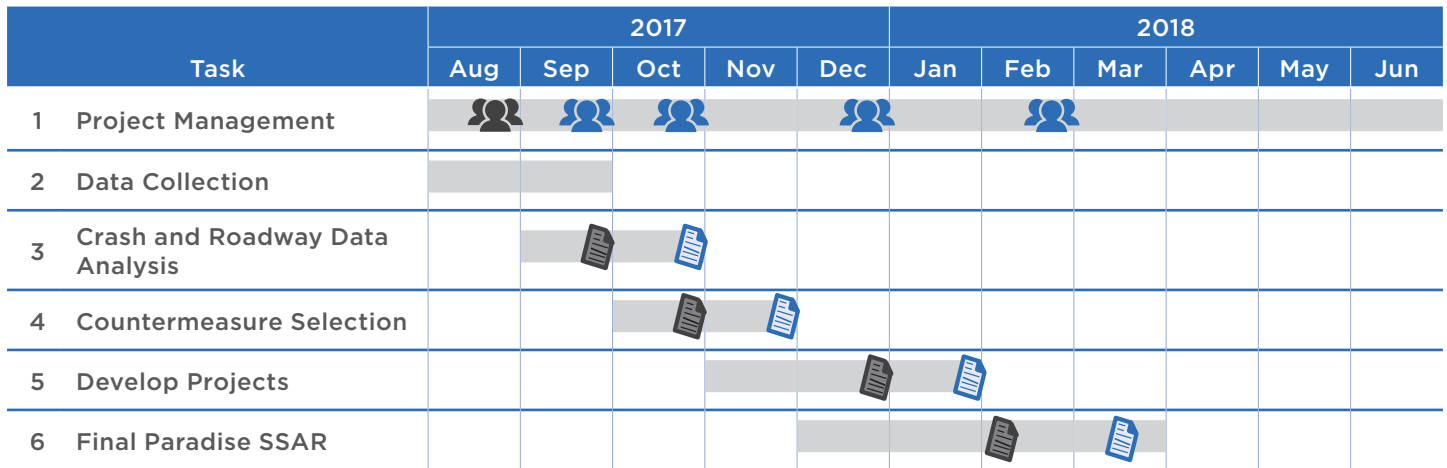
### Meeting #4 Potential Projects

Provides an opportunity to review outcomes from the work shop and recommendations for which projects to move forward in developing project scopes.

### Meeting #5 Draft SSAR Report

Opportunity to discuss the draft Paradise SSAR report and any final edits the Town would like to see made.

FIGURE 4. PROJECT SCHEDULE



## LEGEND

- Consultant Team Activity
- Draft Deliverable
- Kick-off Meeting with Town Staff
- Final Deliverable
- In-Person Check-in Meeting

**EXHIBIT "B"**  
**Compensation**

Paradise Systemic Safety Analysis Report (Contract 17.03)  
 KITTELSON & ASSOCIATES, INC.  
 COST PROPOSAL - July 19, 2017

Project Name: Paradise SSAR  
 Project Manager: Erin Ferguson  
 KAI Project Number:  
 Date:

**LABOR ESTIMATE - Paradise SSAR**

Task	Notes	Staff	Erin Ferguson	Brian Ray	Matt Fraughton	Ashleigh Ludwig	Michael Alston	Ryan McFadden	Jeff Schwein	Stephanie Alwad	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
			Project Manger	Project Principal	Deputy Project Manager	Engineer	Analyst	Senior Design Engineer	Senior Planner	Associate Planner		
<b>1 Project Management</b>												
	Subtask 1.1 Progress Reports and Invoices		8		2				3		13	\$2,183
	Subtask 1.2 Bi-Weekly Conference Calls		16	10	12				10		48	\$8,610
	Subtask 1.3 Five (5) In-Person Meetings		40	8	40				8		96	\$16,073
	Reimbursable Expense											\$1,550
	Task #1 - Subtotal		64	18	54	0	0	0	21	0	157	\$28,416
<b>2 Data Collection</b>												
	Subtask 2.1 Crash Data Collection and Organization		6	4	8	4	20				42	\$6,044
	Subtask 2.2 Roadway Data Collection and Organization		6	4	8	4	20		16	24	82	\$10,955
	Reimbursable Expense											\$950
	Task #2 - Subtotal		12	8	16	8	40	0	16	24	124	\$17,949
<b>3 Crash and Roadway Data Analysis</b>												
	Subtask 3.1 Town Crash Data Analysis		8	4	4	8	32				56	\$7,764
	Subtask 3.2 Identify Risk Factors and Potential Countermeasures		10	4	12	4	20				50	\$7,331
	Subtask 3.3 Identify Initial Priority Locations		6	4	12	4	16				42	\$6,129
	Reimbursable Expense											\$0
	Task #3 - Subtotal		24	12	28	16	68	0	0	0	148	\$21,224
<b>4 Countermeasure Selection</b>												
	Subtask 4.1 Community Workshop		12	2	12		4		50	80	160	\$20,737
	Subtask 4.2 Engineering Improvements		16	6	8	16	24	4	10		84	\$12,438
	Subtask 4.3 Non-Engineering Improvements		8	4	12	4	16		20		64	\$9,317
	Reimbursable Expense											\$550
	Task #4 - Subtotal		36	12	32	20	44	4	80	80	308	\$43,042
<b>5 Develop Projects</b>												
	Finalized Countermeasures and Prioritize		12	6	5	12	20				55	\$8,312
	Identify and Prioritize Suitable Locations for Countermeasures		16	6	16	20	16	4			78	\$11,720
	Develop Project Scopes and Concept Designs		20	10	16	8	40	60	35		189	\$27,881
	Prioritize Non-Engineering Countermeasures and Identify Potential Funding Sources		12	4	12	4	8		24	10	74	\$10,819
	Reimbursable Expense											\$0
	Task #5 - Subtotal		60	26	49	44	84	64	59	10	396	\$58,731
<b>6 Final Paradise SSAR</b>												
	Prepare Draft Report		24	8	32	8	40	5	8	25	150	\$21,124
	Prepare Final Report		16	4	16	4	24				64	\$9,447
	Reimbursable Expense											\$0
	Task #6 - Subtotal		40	12	48	12	64	5	8	25	214	\$30,571
<b>TOTAL HOURS</b>			236	88	227	100	300	73	184	139		
<b>LABOR RATE</b>			\$186.23	\$259.65	\$135.51	\$129.79	\$114.24	\$147.60	\$140.78	\$110.76	<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
<b>LABOR COST</b>			\$43,950	\$22,849	\$30,760	\$12,979	\$34,272	\$10,775	\$25,904	\$15,396	1,347	\$196,884

**TOTAL REIMBURSABLES**  
\$3,050

**TOTAL PROJECT BUDGET**  
\$199,934



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 8, 2017**

**Agenda No. 2(g)**

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Amended Agreements relating to proposed Safeway/Black Olive Village Development Project

**COUNCIL ACTION REQUESTED:** Adopt a **MOTION TO:**

1. Authorize the Town Manager to execute the following agreements:

- An amended agreement between the Town of Paradise and Safeway, Inc., to pay the costs for Michael Baker International to provide required environmental review and documents associated with Safeway's development project applications; and
- An amended agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the Safeway project's environmental document(s).

**BACKGROUND:** Safeway has submitted the following applications relating to the proposed shopping center development, which includes  $\pm 7.63$  acres located at 5795, 5825, 5833, 5851 and 5887 Skyway in Paradise:

- Conditional Use Permit
- Tree Felling Permit
- Architectural Design Review

The proposed name of the development is Black Olive Village. Safeway has purchased four of the five parcels comprising the project site and has executed a long-term lease for a fifth parcel. All parcels are contiguous. Safeway has proposed to develop the site as follows:

- Safeway store (54,471 square feet)
- Safeway fuel kiosk (1,002 square feet)
- 18 fuel dispensing pumps under a canopy (7,125 square feet)
- Additional branded retail shops (7,800 square feet)
- Future restaurant pad (4,200 square feet)



Other site improvements include a paved parking facility containing 266 parking stalls, an on-site wastewater treatment plant and dispersal field, two separate driveway encroachments connecting to Skyway, site landscaping and commercial monument signs. Off-site improvements include full frontage improvements along Skyway to Town standards, including a Butte County Transit bus pullout and shelter. Development of the site as proposed will result in the felling and removal of up to 180 trees that are subject to the Town's Tree Felling Regulations.

The architectural design of the project can be characterized as Mountain Craftsman, emphasizing the use of heavy wooden accents and stonework and is consistent with the requirements of the Town's Design Standards.

**DISCUSSION:** Due to the complexity of and time demands associated with processing Safeway's applications and required environmental review, it was necessary to obtain the services of an environmental consulting firm. All the costs for such services will be paid by Safeway, Inc. During the early stages of environmental review and analysis, the town's consultants identified potentially significant and unavoidable environmental impacts related to transportation, air quality (NOx emissions) and Green House Gasses (GHG). Subsequent to review of the draft analyses related to these potential impacts and collective discussions between town staff, Safeway and the consultants, it was decided that an Environmental Impact Report (EIR) was recommended as the appropriate environmental document for the proposed project. The expanded scope of work and increased time frame associated with preparation and review of the EIR requires execution of amendments to the town's agreements with the town's consultants and Safeway.

As such, staff is recommending that the Town Manager be authorized to execute the following amended agreements:

- An amended agreement between the Town of Paradise and Safeway, Inc., in which Safeway will be deposit an additional \$43,983 to the Town for the increased costs to prepare the project EIR and related materials.
- An amended agreement between the Town of Paradise and environmental consultants Michael Baker International relating to the preparation of the project EIR. The estimated time to complete the Final EIR is approximately 26 weeks.

**FINANCIAL IMPACT:** There is no cost to the Town for the environmental document as all costs are paid by the developer, Safeway, Inc.

#### Attachments

- Amended agreement between the Town of Paradise and environmental consultant Michael Baker International
- Amended agreement between the Town of Paradise and Safeway, Inc.

## AMENDMENT TO AGREEMENT

This Amendment dated \_\_\_\_\_, 2017, is between the Town of Paradise ("Town") and Michael Baker International (the "Consultant").

**WHEREAS**, on April 21, 2017, the Town and the Consultant entered into an Agreement relating to the processing of the environmental review for a mitigated negative declaration for a proposed project regarding Safeway's "Black Olive Village Project"; and

**WHEREAS**, the Town and the Consultant wish to amend the Agreement so that the scope of the work includes the additional services and costs relating to an Environmental Impact Report described in Attachment No. 1 of this Amendment.

**NOW, THEREFORE**, the Town and the Consultant hereby agree that the Agreement shall be amended as follows:

1. Pursuant to Section 1.7 of the Agreement, the Agreement shall be amended to include the additional work relating to an Environmental Impact Report described in Attachment No. 1 of this Amendment.
2. The Town shall increase the Consultant's compensation by \$43,983 relating to the additional services in Attachment No. 1.
3. In addition, the schedule for the Consultant's services shall be revised as shown in Attachment No. 1.
4. Any conflicts between the Agreement and this Amendment shall be controlled by this Amendment.
5. All the other provisions of the Agreement shall remain in full force and effect.

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

TOWN OF PARADISE

By: \_\_\_\_\_  
Lauren M. Gill, Town Manager

ATTEST:

MICHAEL BAKER INTERNATIONAL

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dwight L. Moore, Town Attorney

ATTACHMENT NO. 1

July 17, 2017

Craig Baker, Community Development Director  
**TOWN OF PARADISE**  
5555 Skyway  
Paradise, CA 95969

**RE: PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE BLACK OLIVE VILLAGE PROJECT**

Dear Mr. Baker:

At the direction of the Town of Paradise, Michael Baker International has prepared the following scope of work for preparation of an Environmental Impact Report (EIR) for the Black Olive Village project.

### **PROJECT UNDERSTANDING AND BACKGROUND**

Michael Baker International was originally contracted to prepare an initial study/mitigated negative declaration (IS/MND) for the proposed project. However, based on initial results from the traffic impact study and associated air emissions modeling, the Town determined that an EIR focused on specific topics would be appropriate.

The following describes the tasks associated with completion of an EIR that will address aesthetics, air quality, greenhouse gas emissions/climate change, noise, and traffic. Some work had been performed on the IS/MND for these topics, as well as for other topics identified in CEQA Guidelines Appendix G.

#### **TASK 1.0 NOTICE OF PREPARATION**

Michael Baker will prepare the Notice of Preparation (NOP) for public circulation. In order to expedite the schedule, the NOP will be approximately 2 to 3 pages long and will not include the initial study. (An initial study is not required to be attached to the NOP.) The NOP will need to include information regarding a CEQA-required scoping meeting during the 30-day review period, the date, time, and place for which will be determined by Town staff. Michael Baker will prepare an administrative draft NOP for Town review. We will revise the NOP based on Town comments and prepare the NOP for public circulation. We will prepare a Notice of Completion (NOC) and submit it with the NOP to the State Clearinghouse. We assume the Town will be responsible for providing public notice in accordance with CEQA Guidelines Section 15082 (direct mailing and/or newspaper notice).

Michael Baker's project manager will attend one (1) scoping meeting during the NOP review period to take notes on comments, which will be included in the Draft EIR. Our scope assumes Town staff will be responsible for arranging the venue, presentation, and handouts, and for leading the meeting.

*Deliverables: One (1) electronic copy (Word) of the administrative draft NOP for review by the Town  
Fifteen (15) copies of the NOP and one (1) copy of the NOC for submittal to the State Clearinghouse  
One (1) electronic copy (pdf) of the NOP to the Town*

**TASK 2.0 ADMINISTRATIVE DRAFT EIR**

Michael Baker will prepare an Administrative Draft EIR in conformance with CEQA Guidelines Section 15161. The Administrative Draft EIR will contain all the required components of an EIR: project description, executive summary, cumulative impacts, and an alternatives analysis. Our scope assumes up to three alternatives: No Project and other(s) to be determined based on the findings of the technical sections in the EIR. The EIR will contain a technical section for traffic, based on the traffic impact study prepared by our current subconsultant under contract for the IS/MND (Traffic Works).

The EIR will also include the following technical sections: Aesthetics, Air Quality, Greenhouse Gas Emissions, and Noise. The analyses for air quality, greenhouse gases, and noise were in progress as part of the initial study and will be expanded, as appropriate, into full EIR sections.

The aesthetics section, for which some progress had been made in the initial study, will also be expanded into an EIR section. Our scope assumes the project applicant will provide elevations, photosimulations, and/or renderings, which have been separately requested by Michael Baker, to allow the public to visualize the project from various viewpoints. An urban decay study for purposes of the aesthetics impact analysis was not originally scoped for the IS/MND and is also not included in this proposal. Similarly, no economic analysis is proposed by Michael Baker.

The initial study, already in progress under the original contract, will be completed and included as an appendix to the Draft EIR. We have separately provided a list of information that is needed to complete the initial study (final geotechnical report, Phase II environmental site assessment, water demand estimate, among others).

The proposed schedule has the Administrative Draft EIR being submitted two weeks after the close of the comment period, which provides little time to respond to comments on the NOP that tend to be submitted at the end of the comment period. If substantive comments that require analysis not assumed in this scope of work are submitted late in the review period, a two-week turnaround time for the Administrative Draft EIR may not be feasible. We will notify the Town if comments could result in schedule delays.

*Deliverables: One (1) electronic copy (Word) of the Administrative Draft EIR sections and pdfs of figures and appendices for review by the Town*

**TASK 3.0 DRAFT EIR**

Based on one set of consolidated comments from the Town, Michael Baker will incorporate Town comments on the Administrative Draft EIR to prepare the Draft EIR for submittal to the State Clearinghouse. We assume revisions will be minor and editorial in nature. A second administrative draft or screencheck is not proposed. If any comments result in the need for additional analysis in the EIR beyond that assumed in this scope of work, or if the Town requests a second review draft, we will contact the Town regarding the anticipated level of effort. Any additional analysis will affect the schedule and budget. A public meeting/hearing is not required by CEQA during the 45-day public review period for the Draft EIR, and our scope does not assume attendance at such a meeting.

Michael Baker will prepare the NOC and the Notice of Availability (NOA) and submit the Draft EIR with the NOC to the State Clearinghouse. We assume the Town will submit the required materials to the

Butte County Clerk and will be responsible for mailing the NOA as required by CEQA and for other local postings.

*Deliverables:* One (1) electronic copy (PDF) of the Draft EIR for posting on the Town's website  
Fifteen (15) copies of the Executive Summary with attached CDs to the State Clearinghouse  
One (1) electronic copy (PDF) of the NOC to include with State Clearinghouse delivery  
Ten (10) bound copies provided to the Town for its use; appendices to the Draft EIR will not be printed but will be included on CD in the back of the Draft EIR  
One (1) electronic copy (Word) of the draft Notice of Availability for review by the Town and one (1) electronic copy (pdf) of the final Notice of Availability for Town use for noticing

**TASK 4.0 ADMINISTRATIVE FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM**

Based on public and agency comments on the Draft EIR, Michael Baker will prepare an Administrative Final EIR and submit it to the Town for review and comment. The Final EIR will consist of an introduction, responses to comments on the Draft EIR, revisions (if any) to the Draft EIR, and a mitigation monitoring and reporting program (MMRP). The Draft EIR will not be reprinted with revisions.

Because the number or level of complexity of comments on the Draft EIR cannot be determined at this time, this scope of work anticipates a moderate level of effort commensurate with the labor assumed in the budget for this task, assumed to be 10 comment letters no longer than 3 pages each and up to 70 hours in labor. Comments received that require additional analysis/effort are considered beyond this scope; if such comments are submitted, we will contact the Town regarding the anticipated level of effort if additional analysis is required. Traffic Works' scope of work includes up to 8 hours for responding to public comments on the Draft EIR.

Michael Baker will prepare the MMRP incorporating mitigation measures identified for the project, which will be included in the Final EIR. We will use a template provided by the Town.

*Deliverables:* One (1) electronic copy (Word) of the Administrative Final EIR for review by the Town

**TASK 5.0 FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM**

Michael Baker will respond to one comprehensive set of comments on the Administrative Final EIR and will produce a Final EIR and MMRP. We assume revisions will be minor and editorial in nature, and that no additional technical analysis will be required. A second administrative final or screencheck is not proposed.

Michael Baker's project manager will attend one (1) Planning Commission meeting and one (1) Town Council meeting for EIR certification and project decision and will be available to answer questions. Our scope assumes we will not make any presentations or prepare written materials for the hearings. Traffic Works' principal/project manager will attend one Town Council meeting and will be available to answer questions; no presentation or materials to be prepared.

We assume the Town will prepare the Notice of Determination (NOD), will file the NOD with the County and the State Clearinghouse, and will be responsible for associated County and California Department of Fish and Wildlife filing fees.

*Deliverables:* One (1) electronic copy (PDF) and ten (10) bound copies of the Final EIR provided to the Town



**TASK 6.0 DRAFT CEQA FINDINGS**

In conjunction with the Final EIR, Michael Baker will prepare draft CEQA Findings and Statement of Overriding Considerations (SOC) for Town use. We will use a template provided by Town staff. If a template is not available, Michael Baker will suggest one for Town consideration. Michael Baker will provide the necessary CEQA background information text and specific findings for impacts and mitigation measures and a description of the alternatives. Our scope provides for up to 8 hours in labor for this task. We assume the Town will complete the portion of the Findings and SOC pertaining to the project's and the alternatives' merits and benefits to complete the Findings and SOC and finalize the Findings.

*Deliverables: One (1) electronic copy (Word) of the draft Findings/SOC for review and use by the Town*

**TASK 7.0 PROJECT MANAGEMENT/ATTENDANCE AT PUBLIC MEETINGS AND HEARINGS**

Michael Baker's project manager will attend three public meetings: one (1) scoping meeting during the NOP review period, one (1) Planning Commission meeting, and one (1) Town Council meeting. Our scope assumes we will be available to respond to questions but not presentations or preparation of materials is proposed. We assume 2 hours' attendance for each event.

Michael Baker's project management team (project director and EIR manager) will maintain regular contact with Town staff throughout the course of the project; we assume that email and conference calls will be sufficient (no in-person meetings required). Our scope assumes one conference call to discuss comments on the ADEIR (up to 2 hours), one conference call to discuss comments on the AFEIR (up to 2 hours), and up to three conference calls (up to 1 hour each) to discuss key issues throughout the EIR process.

**TENTATIVE SCHEDULE**

Based on the schedule presented below, Michael Baker estimates that the Black Olive Village EIR can be completed in approximately 26 weeks. Please note that the proposed schedule is linear and shows the length of time anticipated to complete a particular task. To reduce the length of time in the schedule, screencheck drafts of the Draft EIR and the Final EIR have not been assumed for this scope. We also assume Town staff will adhere to the review schedule and will provide one consolidated set of comments on draft documents, with no issues requiring additional technical analysis. Streamlining the schedule could be achieved through reduced Town review times. Please also note that this schedule would result in the end of the Draft EIR review period falling just after Thanksgiving and preparation of the Final EIR during the month of December, which could affect staff availability.

Task	Task Duration (weeks)
Michael Baker submits draft NOP for Town review	1
Town review of draft NOP; Michael Baker revises NOP, submits NOP and NOC to State Clearinghouse; Town responsible for noticing (mailing, newspaper)	2
NOP public review (30 days required)	4.3
NOP scoping meeting (during NOP review period) to be arranged and conducted by Town staff	
Michael Baker submits ADEIR for Town review 2 weeks after NOP period closes	2
Town reviews ADEIR and provides consolidated comments	2
Final edits/Michael Baker prepares DEIR/NOC/NOA and submits to State Clearinghouse; Town responsible for public noticing/mailing	2
45-day EIR review period	6
Michael Baker prepares AFEIR, MMRP, and draft Findings and submits for Town review	2
Town reviews AFEIR and provides consolidated comments	2
Michael Baker prepares FEIR and final Findings	1
<b>Total weeks to Final EIR</b>	<b>26</b>

**BUDGET**

The estimated cost of completing an EIR for the project (continuing and supplementing the work completed to date for the IS/MND) is summarized below. There is currently \$10,652 remaining in the budget as of July 10, 2017. The total for this budget augment request is \$43,983. This budget assumes there would be no major delays in schedule or additional technical work required beyond that identified above.

Estimated Budget	
Notice of Preparation	\$630
Draft EIR	\$20,140
Final EIR and Mitigation Monitoring and Reporting Program	\$11,000
Draft CEQA Findings	\$1,185
Project Management/Meetings	\$3,800
Subconsultant (Traffic Works)	\$15,880
Expenses (printing, SCH delivery, travel, etc.)	\$2,000
Total	\$54,635
Remaining IS/MND Budget	-\$10,652
<b>Total for this Request</b>	<b>\$43,983</b>

Please contact me at (916) 231-3366 or [pjunker@mbakerintl.com](mailto:pjunker@mbakerintl.com) with any questions regarding this proposal.

Sincerely,

  
Paul Junker  
Associate Vice President

## FIRST AMENDMENT TO AGREEMENT

This First Amendment dated \_\_\_\_\_, 2017, is between the Town of Paradise ("Town") and Safeway (the "Applicant").

**WHEREAS**, on April 13, 2017, the Town and the Applicant entered into an Agreement relating to the processing and environmental review for a mitigated negative declaration relating to the Applicant's proposed "Black Olive Village Project", a shopping center; and

**WHEREAS**, the Town and the Applicant wish to modify the environmental review to include an environmental impact report for the proposed project, requires an amendment to the Agreement regarding the scope and costs for an environmental impact report as an additional service by Michael Baker International relating to the processing of Applicant's proposed shopping center application with the Town.

**NOW, THEREFORE**, the Town and the Applicant hereby agree that the Agreement shall be amended as follows:

1. A new Section 5.1 shall be added to read:

In addition to the \$67,816 required in Section 5 of the Agreement for the proposed shopping center, Applicant shall deposit \$43,983 to cover the additional environmental review services relating to an environmental impact report by Michael Baker International set forth in Attachment No.

1.

2. Any conflicts between the Agreement and this First Amendment shall be controlled by this First Amendment.

3. All the other provisions of the Agreement shall remain in full force and effect.

TOWN OF PARADISE

By: \_\_\_\_\_  
Lauren M. Gill, Town Manager

ATTEST:

APPLICANT SAFEWAY

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dwight L. Moore, Town Attorney

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

ATTACHMENT NO. 1

July 17, 2017

Craig Baker, Community Development Director  
**TOWN OF PARADISE**  
5555 Skyway  
Paradise, CA 95969

**RE: PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE BLACK OLIVE VILLAGE PROJECT**

Dear Mr. Baker:

At the direction of the Town of Paradise, Michael Baker International has prepared the following scope of work for preparation of an Environmental Impact Report (EIR) for the Black Olive Village project.

**PROJECT UNDERSTANDING AND BACKGROUND**

Michael Baker International was originally contracted to prepare an initial study/mitigated negative declaration (IS/MND) for the proposed project. However, based on initial results from the traffic impact study and associated air emissions modeling, the Town determined that an EIR focused on specific topics would be appropriate.

The following describes the tasks associated with completion of an EIR that will address aesthetics, air quality, greenhouse gas emissions/climate change, noise, and traffic. Some work had been performed on the IS/MND for these topics, as well as for other topics identified in CEQA Guidelines Appendix G.

**TASK 1.0 NOTICE OF PREPARATION**

Michael Baker will prepare the Notice of Preparation (NOP) for public circulation. In order to expedite the schedule, the NOP will be approximately 2 to 3 pages long and will not include the initial study. (An initial study is not required to be attached to the NOP.) The NOP will need to include information regarding a CEQA-required scoping meeting during the 30-day review period, the date, time, and place for which will be determined by Town staff. Michael Baker will prepare an administrative draft NOP for Town review. We will revise the NOP based on Town comments and prepare the NOP for public circulation. We will prepare a Notice of Completion (NOC) and submit it with the NOP to the State Clearinghouse. We assume the Town will be responsible for providing public notice in accordance with CEQA Guidelines Section 15082 (direct mailing and/or newspaper notice).

Michael Baker's project manager will attend one (1) scoping meeting during the NOP review period to take notes on comments, which will be included in the Draft EIR. Our scope assumes Town staff will be responsible for arranging the venue, presentation, and handouts, and for leading the meeting.

*Deliverables: One (1) electronic copy (Word) of the administrative draft NOP for review by the Town  
Fifteen (15) copies of the NOP and one (1) copy of the NOC for submittal to the State Clearinghouse  
One (1) electronic copy (pdf) of the NOP to the Town*

### **TASK 2.0 ADMINISTRATIVE DRAFT EIR**

Michael Baker will prepare an Administrative Draft EIR in conformance with CEQA Guidelines Section 15161. The Administrative Draft EIR will contain all the required components of an EIR: project description, executive summary, cumulative impacts, and an alternatives analysis. Our scope assumes up to three alternatives: No Project and other(s) to be determined based on the findings of the technical sections in the EIR. The EIR will contain a technical section for traffic, based on the traffic impact study prepared by our current subconsultant under contract for the IS/MND (Traffic Works).

The EIR will also include the following technical sections: Aesthetics, Air Quality, Greenhouse Gas Emissions, and Noise. The analyses for air quality, greenhouse gases, and noise were in progress as part of the initial study and will be expanded, as appropriate, into full EIR sections.

The aesthetics section, for which some progress had been made in the initial study, will also be expanded into an EIR section. Our scope assumes the project applicant will provide elevations, photosimulations, and/or renderings, which have been separately requested by Michael Baker, to allow the public to visualize the project from various viewpoints. An urban decay study for purposes of the aesthetics impact analysis was not originally scoped for the IS/MND and is also not included in this proposal. Similarly, no economic analysis is proposed by Michael Baker.

The initial study, already in progress under the original contract, will be completed and included as an appendix to the Draft EIR. We have separately provided a list of information that is needed to complete the initial study (final geotechnical report, Phase II environmental site assessment, water demand estimate, among others).

The proposed schedule has the Administrative Draft EIR being submitted two weeks after the close of the comment period, which provides little time to respond to comments on the NOP that tend to be submitted at the end of the comment period. If substantive comments that require analysis not assumed in this scope of work are submitted late in the review period, a two-week turnaround time for the Administrative Draft EIR may not be feasible. We will notify the Town if comments could result in schedule delays.

*Deliverables: One (1) electronic copy (Word) of the Administrative Draft EIR sections and pdfs of figures and appendices for review by the Town*

### **TASK 3.0 DRAFT EIR**

Based on one set of consolidated comments from the Town, Michael Baker will incorporate Town comments on the Administrative Draft EIR to prepare the Draft EIR for submittal to the State Clearinghouse. We assume revisions will be minor and editorial in nature. A second administrative draft or screencheck is not proposed. If any comments result in the need for additional analysis in the EIR beyond that assumed in this scope of work, or if the Town requests a second review draft, we will contact the Town regarding the anticipated level of effort. Any additional analysis will affect the schedule and budget. A public meeting/hearing is not required by CEQA during the 45-day public review period for the Draft EIR, and our scope does not assume attendance at such a meeting.

Michael Baker will prepare the NOC and the Notice of Availability (NOA) and submit the Draft EIR with the NOC to the State Clearinghouse. We assume the Town will submit the required materials to the



Butte County Clerk and will be responsible for mailing the NOA as required by CEQA and for other local postings.

*Deliverables:* One (1) electronic copy (PDF) of the Draft EIR for posting on the Town's website  
Fifteen (15) copies of the Executive Summary with attached CDs to the State Clearinghouse  
One (1) electronic copy (PDF) of the NOC to include with State Clearinghouse delivery  
Ten (10) bound copies provided to the Town for its use; appendices to the Draft EIR will not be printed but will be included on CD in the back of the Draft EIR  
One (1) electronic copy (Word) of the draft Notice of Availability for review by the Town and one (1) electronic copy (pdf) of the final Notice of Availability for Town use for noticing

#### **TASK 4.0 ADMINISTRATIVE FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM**

Based on public and agency comments on the Draft EIR, Michael Baker will prepare an Administrative Final EIR and submit it to the Town for review and comment. The Final EIR will consist of an introduction, responses to comments on the Draft EIR, revisions (if any) to the Draft EIR, and a mitigation monitoring and reporting program (MMRP). The Draft EIR will not be reprinted with revisions.

Because the number or level of complexity of comments on the Draft EIR cannot be determined at this time, this scope of work anticipates a moderate level of effort commensurate with the labor assumed in the budget for this task, assumed to be 10 comment letters no longer than 3 pages each and up to 70 hours in labor. Comments received that require additional analysis/effort are considered beyond this scope; if such comments are submitted, we will contact the Town regarding the anticipated level of effort if additional analysis is required. Traffic Works' scope of work includes up to 8 hours for responding to public comments on the Draft EIR.

Michael Baker will prepare the MMRP incorporating mitigation measures identified for the project, which will be included in the Final EIR. We will use a template provided by the Town.

*Deliverables:* One (1) electronic copy (Word) of the Administrative Final EIR for review by the Town

#### **TASK 5.0 FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM**

Michael Baker will respond to one comprehensive set of comments on the Administrative Final EIR and will produce a Final EIR and MMRP. We assume revisions will be minor and editorial in nature, and that no additional technical analysis will be required. A second administrative final or screencheck is not proposed.

Michael Baker's project manager will attend one (1) Planning Commission meeting and one (1) Town Council meeting for EIR certification and project decision and will be available to answer questions. Our scope assumes we will not make any presentations or prepare written materials for the hearings. Traffic Works' principal/project manager will attend one Town Council meeting and will be available to answer questions; no presentation or materials to be prepared.

We assume the Town will prepare the Notice of Determination (NOD), will file the NOD with the County and the State Clearinghouse, and will be responsible for associated County and California Department of Fish and Wildlife filing fees.

*Deliverables:* One (1) electronic copy (PDF) and ten (10) bound copies of the Final EIR provided to the Town

**TASK 6.0 DRAFT CEQA FINDINGS**

In conjunction with the Final EIR, Michael Baker will prepare draft CEQA Findings and Statement of Overriding Considerations (SOC) for Town use. We will use a template provided by Town staff. If a template is not available, Michael Baker will suggest one for Town consideration. Michael Baker will provide the necessary CEQA background information text and specific findings for impacts and mitigation measures and a description of the alternatives. Our scope provides for up to 8 hours in labor for this task. We assume the Town will complete the portion of the Findings and SOC pertaining to the project's and the alternatives' merits and benefits to complete the Findings and SOC and finalize the Findings.

*Deliverables: One (1) electronic copy (Word) of the draft Findings/SOC for review and use by the Town*

**TASK 7.0 PROJECT MANAGEMENT/ATTENDANCE AT PUBLIC MEETINGS AND HEARINGS**

Michael Baker's project manager will attend three public meetings: one (1) scoping meeting during the NOP review period, one (1) Planning Commission meeting, and one (1) Town Council meeting. Our scope assumes we will be available to respond to questions but not presentations or preparation of materials is proposed. We assume 2 hours' attendance for each event.

Michael Baker's project management team (project director and EIR manager) will maintain regular contact with Town staff throughout the course of the project; we assume that email and conference calls will be sufficient (no in-person meetings required). Our scope assumes one conference call to discuss comments on the ADEIR (up to 2 hours), one conference call to discuss comments on the AFEIR (up to 2 hours), and up to three conference calls (up to 1 hour each) to discuss key issues throughout the EIR process.

**TENTATIVE SCHEDULE**

Based on the schedule presented below, Michael Baker estimates that the Black Olive Village EIR can be completed in approximately 26 weeks. Please note that the proposed schedule is linear and shows the length of time anticipated to complete a particular task. To reduce the length of time in the schedule, screencheck drafts of the Draft EIR and the Final EIR have not been assumed for this scope. We also assume Town staff will adhere to the review schedule and will provide one consolidated set of comments on draft documents, with no issues requiring additional technical analysis. Streamlining the schedule could be achieved through reduced Town review times. Please also note that this schedule would result in the end of the Draft EIR review period falling just after Thanksgiving and preparation of the Final EIR during the month of December, which could affect staff availability.

Task	Task Duration (weeks)
Michael Baker submits draft NOP for Town review	1
Town review of draft NOP; Michael Baker revises NOP, submits NOP and NOC to State Clearinghouse; Town responsible for noticing (mailing, newspaper)	2
NOP public review (30 days required)	4.3
NOP scoping meeting (during NOP review period) to be arranged and conducted by Town staff	
Michael Baker submits ADEIR for Town review 2 weeks after NOP period closes	2
Town reviews ADEIR and provides consolidated comments	2
Final edits/Michael Baker prepares DEIR/NOC/NOA and submits to State Clearinghouse; Town responsible for public noticing/ mailing	2
45-day EIR review period	6
Michael Baker prepares AFEIR, MMRP, and draft Findings and submits for Town review	2
Town reviews AFEIR and provides consolidated comments	2
Michael Baker prepares FEIR and final Findings	1
<b>Total weeks to Final EIR</b>	<b>26</b>


**BUDGET**

The estimated cost of completing an EIR for the project (continuing and supplementing the work completed to date for the IS/MND) is summarized below. There is currently \$10,652 remaining in the budget as of July 10, 2017. The total for this budget augment request is \$43,983. This budget assumes there would be no major delays in schedule or additional technical work required beyond that identified above.

Estimated Budget	
Notice of Preparation	\$630
Draft EIR	\$20,140
Final EIR and Mitigation Monitoring and Reporting Program	\$11,000
Draft CEQA Findings	\$1,185
Project Management/Meetings	\$3,800
Subconsultant (Traffic Works)	\$15,880
Expenses (printing, SCH delivery, travel, etc.)	\$2,000
Total	\$54,635
Remaining IS/MND Budget	-\$10,652
<b>Total for this Request</b>	<b>\$43,983</b>

Please contact me at (916) 231-3366 or [pjunker@mbakerintl.com](mailto:pjunker@mbakerintl.com) with any questions regarding this proposal.

Sincerely,

  
Paul Junker  
Associate Vice President



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 8, 2017**

**AGENDA NO: 2(h)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Valley Vista Estates Final Map (EN17-00040), APN 051-210-014

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 17-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Approving the Final Map of Valley Vista Estates, Assessor Parcel No. 051-210-014"

**BACKGROUND:** On July 26, 2005, the developers of this project submitted a General Plan amendment/rezone application and a tentative map (Valley Vista Estates) proposing to divide an existing +/- 9.4 acre property into fourteen lots of record. These applications were reviewed by staff and the Town Community Development Department processed the project in accordance with Town development policies and the California Environmental Quality Act (CEQA) guidelines. An initial study and a mitigated negative declaration were prepared for the project. On February 6, 2006, the Planning Commission approved the Valley Vista Estates tentative map and adopted a resolution recommending that the Town Council approve a General Plan amendment and property rezone application associated with the project.

On March 28, 2006, the Town Council conducted a public hearing and adopted resolution and ordinance documents, amending the General Plan land use designation affecting a portion of the project site from Agricultural Residential (AR) to Town Residential (TR) and changing the zoning for a portion of the site from Agricultural Residential-1 acre minimum (AR-1) to Town Residential-1/2 acre minimum (TR-1/2 in order to accommodate the design of the tentative map).

**DISCUSSION:** Adoption of the attached resolution and approval of this final map is the last action necessary to allow the recording of the Valley Vista Estates final map. Once recorded, the developers will then be able to sell the individual lots and/or construct individual homes on each lot. All 38 conditions of tentative map approval adopted by the Planning Commission have been satisfactorily completed.

Once recorded, the design of the final map will result in the creation of fourteen lots possessing frontage along a paved private road extension of Schmale Lane as well as a newly created private road, Boaz Lane. Improvements associated with the project that have been completed include approximately 220 lineal feet of public curb, gutter, and sidewalk/driveway street frontage improvements to the public portion of Schmale Lane, installation of new fire hydrants, a water main extension, installation of an emergency fire access roadway and the designation and protection of an existing oak tree as a landmark tree.

To insure adequate fire safety for this subdivision, the developer, and all future property owners, will maintain compliance with a fuel reduction plan in accordance with Town Fire Department requirements. Additionally, all future construction will be subject to the Town's adopted Building Code requirements including automatic interior fire sprinklers and non-combustible exterior materials.

**REVIEWED BY TOWN ENGINEER:** The subject map has been reviewed and its Town of Paradise adopted conditions of approval have been satisfactorily completed. The final map, Valley Vista Estates, is recommended for approval.

**FINANCIAL IMPACT:** Approval of this final Subdivision map will have no immediate impact upon the Town of Paradise General Fund. Over the long term, construction of fourteen new homes and the corresponding increased property tax base should result in an increased revenue flow into the Town's General Fund.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
APPROVING THE FINAL MAP OF VALLEY VISTA ESTATES SUBDIVISION,  
ASSESSORS PARCEL NO. 051-210-014**

**WHEREAS**, the tentative map application SD-05-3 (Valley Vista Estates) was conditionally approved by the Paradise Planning Commission on February 6, 2006; **AND**

**WHEREAS**, the final map of Valley Vista Estates complies with all 38 conditions adopted by the Planning Commission for the tentative map; **AND**

**WHEREAS**, the final map meets the requirements of the subdivision ordinance regulations of the Town and has been approved by the Town's contract land surveyor and the Town Engineer.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise as follows:

- Section 1. The final map for Valley Vista Estates is hereby accepted and approved.
- Section 2. The public utility easements over, on those strips of land shown on the annexed map as "P.U.E." (public utility easement) including communication facilities are accepted on behalf of the public at this time.
- Section 3. The Town Clerk is authorized to sign the certificate of approval on the subject map on behalf of the Town of Paradise.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_\_ day of August, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Scott Lotter, Mayor

**ATTEST:**

\_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: August 08, 2017**

**Agenda Item: 2(i)**

**Originated by:** Gabriela Tazzari-Dineen, Chief of Police  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Award Contract for the Purchase of Police Vehicle Emergency Equipment and Mobile Data Computers (MDC)

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**COUNCIL ACTION REQUESTED: Adopt a MOTION TO:**

- (1) Authorize the award of the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contracts for three new 2017 Patrol Vehicles and three additional replacement MDCs to Lehr Auto Electric
- (2) Authorize the Town Manager to execute all related Contracts for the Police Vehicle Emergency Equipment and the MDC

**Background:**

In November of 2014, Paradise residents voted to pass Measure “C;” a half percent sales tax increase that provides additional funding for public safety, roads and animal control. A citizen committee was formed to provide recommendations and oversight regarding the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C Funds expenditures, which included the purchase of police patrol vehicles for the Paradise Police Department.

On June 27, 2017, the Town Council met during a special council meeting and approved the FY 2017/2018 budget which included the Measure C committee’s recommendation and expenditure of funds for the purchase three patrol vehicles and the required additional equipment.

**Discussion:**

As a result of the approved budget, the Paradise Police Department received a competitively bid price of \$36,713.46 to purchase the emergency equipment required to prepare the 2017 vehicles for service. This price was obtained through contracts competitively bid by the County of Placer for emergency equipment.

The Paradise Police Department has also received a competitively bid price of \$24,935.63 for six Panasonic Toughbook CF-31 ruggedized laptops to install in Patrol vehicles as MDC’s; three of the MDCs to be installed in the new vehicles and three intended to replace old MDCs in vehicles already in the fleet. This price was obtained through a contract competitively bid by the State of Minnesota and extended to California public agencies through the National Association of State Procurement



Officials (NASPO) and the California Department of General Services.

The emergency equipment contract was awarded to Lehr Auto Electric of Sacramento, a qualified vendor for the MDC's. These contracts allow for other public agencies to utilize them with no additional fees charged. These competitively bid contracts cover the purchase of the equipment necessary to continue with the Town's policy of fleet uniformity to insure the interchangeability of parts, interoperability of maintenance tools, hardware and software, as well as the uniform operation of the entire fleet to reduce employee training and improve officer safety.

Pursuant to Paradise Municipal Code section 2.45.070D, the Town authorizes the purchase of equipment and supplies through cooperative purchasing arrangements with other public entities. The Placer County contract and the California Department of General Services/NASPO contract qualify as such.

**Fiscal Impact Analysis:**

The purchase of the police vehicle equipment necessary to outfit three Patrol vehicles under the Placer County competitively bid contract will cost a total of \$36,713.46, which would be paid using a five (5) year lease/purchase. The lease/purchase payment will be funded by Measure C funds.

The purchase of the MDC's under the NASPO competitively bid contract will cost a total of \$24,935. This cost would be divided between Measure C for the MDC's for the new Patrol Vehicles and the Traffic Offender Impound Fund to replace aging MDC's in older Patrol Vehicles. As such, \$12,467.82 would be paid through Measure C using five (5) year vehicle lease/purchase and the remaining \$12,467.81 would be paid from the Traffic Offender Impound Fund.

A request for proposal for the lease/purchase or financing of the three police vehicles and above detailed equipment is in process and will be brought forward to Town Council for consideration and approval at the September 12, 2017 meeting.

County of Placer  
**BLANKET PURCHASE ORDER**

BP022836

Page 1 of 2



Department of Administrative Services  
Procurement Services Division  
2964 Richardson Drive  
Auburn, CA 95603  
Phone (530) 886-2122

Please reference the above number on all invoices and correspondence related to this order.

**Blanket Purchase Order  
97 - 2017 - BP022836**

**Date Issued: 9/1/16**

<b>Vendor:</b> 32955 - 001  STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD  SACRAMENTO, CA 95834-	<b>Send Invoices to:</b> Multiple Departments Contact each department for billing instructions for each account -, CA -  Phone: (530) 000-0000
Direct all questions regarding this agreement to: <b>Buyer:</b> Jon Manning Phone: (530) 889-4290 <b>FOB Point:</b> Destination - Frt ppd & assumed by vndr <b>Payment Terms:</b> Net 30 Days	<b>Effective Date:</b> 10/1/16 <b>Expiration Date:</b> 9/30/17 <b>Total Purchases shall not exceed:</b> \$ 225,000.00

*This blanket purchase order shall be governed by the attached terms and conditions.*

**Description:**

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew BP021656 and their response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

**CONTACTS:**

Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com

**Placer County Contacts:**

Probation Dept. Contact (Orders and Billing): Chris Artim, Ph. #530-889-7912

Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865

Placer County Billing Contact: LeAnn Johnson, Ph. #530-889-6919

This represents the second of three optional one-year renewals which were approved by the Board of Supervisors on October 21, 2014.

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**Departments authorized to use this agreement:**

Multiple Departments, indicated be

Probation Department

Sheriff-Coroner-Marshal

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# BLANKET PURCHASE ORDER

**Special Instructions:**

<No Requisition>  
<Replaces BP022286>  
<Second Renewal of Bid No. 10385>

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**Brett Wood, Purchasing Manager**

By: Brett M Wood

**COUNTY OF PLACER  
PURCHASE ORDER/BLANKET PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

**The following provisions are made a part of this Purchase Order or Blanket Purchase Order, and Contractor, by acceptance of this order, agrees to these terms and conditions in their entirety and without exception. As used herein, the terms Purchase Order, Blanket Purchase Order, and Contract are interchangeable. As used herein, the term Placer County means Placer County or its officers, agents, employees and volunteers.**

- 1. APPLICABLE LAWS AND REGULATIONS.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. To the extent that a provision of the contract is contrary to the laws of the State of California or the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties, unless terminated by consent of both the Contractor and the County.
- 2. ALTERATIONS TO CONTRACT.** All specifications and plans referred to in this order shall form a part of the contract. This order must be filled exactly as specified. No exceptions, alternates or substitutes will be accepted unless authorized by a written change order. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Placer. No charges will be allowed for packing, wrapping bags, containers, reels, etc. unless otherwise specified.
- 3. ASSIGNMENT.** This contract shall not be assignable by the contractor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
- 4. TIMELY DELIVERY.** Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
- 5. INSPECTION AND ACCEPTANCE.** Materials purchased are subject to the acceptance of the County of Placer and if rejected are held subject to the Contractor's risk and expenses incurred for their return. No equipment, supplies or services received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies or services. All equipment, supplies or services which do not comply with the specifications or requirements of this contract or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 6. DOCUMENTATION.** Purchase Order / Blanket Purchase Order / Contract Number must appear on all invoices, packing lists, packages, shipping notices, and any correspondence. An itemized packing list shall be enclosed in each box or package.
- 7. MERCHANTABILITY.** The contractor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
- 8. INVOICES AND PAYMENT.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. Submit an original and one (1) copy of the invoice(s) to the invoice address shown on the face of the order. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified on the face of this purchase order (or blanket purchase order). The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County will pay interest at the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.
- 9. TAXES.** The County of Placer must pay California state and local sales tax, unless purchase order, blanket purchase order or contract specifically indicates exemptions. The County of Placer is exempt from Federal Excise and Transportation taxes. Exemption certification will be furnished upon request.
- 10. LIENS.** Contractor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.
- 11. INSURANCE.** The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase order, blanket purchase order or contract. The contractor may be required to file with the County of Placer certificates of insurance, naming the County, its agents, officials, and employees as additional insured in dollar limits specified by the County. Failure to furnish such evidence, if required, may be considered default of the contractor.

**12. INDEMNIFICATION.** Unless indemnification requirements are otherwise stated in this contract, the Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

**13. PATENT INFRINGEMENT.** Contractor shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

**14. NON-COLLUSION.** The contractor certifies that his/her quotation is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**15. CONFLICT OF INTEREST.** Contractor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

**16. FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

**17. RIGHTS AND REMEDIES OF COUNTY.** If any item furnished by the contractor fails to conform to bid specifications, or to the sample submitted by the contractor with his/her bid, the County may reject it. Upon rejection, the contractor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the contractor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual cost to the County. If the contractor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the contractor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the contractor therein agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

**18. NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

**19. TERMINATION OF CONTRACT.** In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Blanket Purchase Orders may be terminated by the County without cause upon 30 calendar days' written notice.

**20. ENTIRETY OF AGREEMENT.** This contract contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this contract, shall be binding or valid.

**21. VENDOR FINANCIAL STABILITY.** If, during the term of any contract the vendor has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor shall immediately provide the County with a written notice to that effect and that it shall provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County. County reserves the right to cancel the agreement if, in the sole opinion of the County, the vendor is financially unable to meet its obligations under the agreement.

**22. COUNTY'S OPTION TO RENEW BLANKET PURCHASE ORDER:** In the event that the awarded supplier offers to supply his service(s) to the County of Placer for the exact same price as indicated in the Blanket Purchase Order herein for any succeeding year or agreement period, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase at the time prior to the succeeding year's contract renewal, and if the service provided by the supplier was to the satisfaction of the County, the County reserves the right to extend the term of the contract on a year-to-year basis to the awarded supplier.



Administrative Services  
**Procurement Services**

2964 Richardson Drive ■ Auburn, CA 95603 ■ (530) 886-2122

July 20, 2016

Mr. Jim Stommel  
Stommel Inc  
4707 Northgate Blvd  
Sacramento, CA 95834

Via Email to: [jim@lehrauto.com](mailto:jim@lehrauto.com)

Re: Blanket Purchase Order No. 22286 – Patrol Vehicle Equipment and Installation Services

Dear Mr. Stommel,

Placer County awarded the above Blanket Purchase Order to your firm for the period of October 1, 2015 through September 30, 2016 on behalf of the Sheriff's Office. The office has reported they are satisfied with the services you have provided and would like to renew the agreement for the period of October 1, 2016 through September 30, 2017.

Please review the attached Blanket Purchase Order, note your decision below, then sign and return this letter to me by **August 3, 2016**. Please return it via email to: [jdmannin@placer.ca.gov](mailto:jdmannin@placer.ca.gov).

Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please feel free to call me at 530-889-4290 or contact me via email.

Sincerely,

Jon Manning, CPPB  
Buyer II

AS AUTHORIZED REPRESENTATIVE(S) OF THIS FIRM, I/WE:

- Agree to a one-year renewal of the above blanket purchase order(s) for the exact same pricing and terms.
- Agree to a one-year renewal of the above blanket purchase order(s) with the changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): Jim Stommel

Title: President

Signature:

Date: 7/25/16



County of Placer  
**BLANKET PURCHASE ORDER**

BP022286  
Page 1 of 2



Department of Administrative Services  
Procurement Services Division  
2964 Richardson Drive  
Auburn, CA 95603  
Phone (530) 889-7776

Please reference the above  
number on all invoices and  
correspondence related to this  
order.

**Blanket Purchase Order**  
**20 - 2016 - BP022286**

**Date Issued: 11/3/15**

<b>Vendor:</b> 32955 - 001 STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD SACRAMENTO, CA 95834-	<b>Send Invoices to:</b> Sheriff-Coroner-Marshal 2929 Richardson Drive, Suite A PO Box 6990 Auburn, CA 95604 Phone: (530) 889-7800
Direct all questions regarding this agreement to: <b>Buyer:</b> Jon Manning Phone: (530) 889-4290 <b>FOB Point:</b> Destination - Frt ppd & assumed by vndr <b>Payment Terms:</b> Net 30 Days	<b>Effective Date:</b> 10/1/15 <b>Expiration Date:</b> 9/30/16 <b>Total Purchases shall not exceed:</b> \$ 225,000.00

*This blanket purchase order shall be governed by the attached terms and conditions.*

**Description:**

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew BP021656 and their response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

**CONTACTS:**

Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com  
Placer County Contact: Matt Burgans, Ph. #530-889-7865  
Placer County Billing Contact: LeAnn Johnson, Ph. #530-889-6919

This represents the first of three optional one-year renewals which were approved by the Board of Supervisors on October 21, 2014.

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**Departments authorized to use this agreement:**

Sheriff-Coroner-Marshal

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County of Placer  
**BLANKET PURCHASE ORDER**

BP022286  
Page 2 of 2

**Special Instructions:**

INSURANCE: Your insurance certificate(s) and related documentation have been accepted on a preliminary basis. The County of Placer has contracted with Ebix RCS of Portland, Michigan to review the certificates(s) and endorsement(s) to assure complete and accurate compliance with the insurance provisions required by this agreement. They may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their requests for information or corrections in order for the County to continue your contract through the expiration date.

<Requisition No. 20-2016-RQ059974>  
<Replaces BP021656>  
<First Renewal of Bid No. 10385>

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**Brett Wood, Purchasing Manager**

By:           *Brett Wood*





# COUNTY OF PLACER

## ADMINISTRATIVE SERVICES DEPARTMENT

Jerry Gamez,  
Director of Administrative Services

- DIVISIONS:
- Administration
  - Central Services
  - Information Technology
  - Procurement Services
  - Revenue Services
  - Telecommunications

PROCUREMENT SERVICES DIVISION  
 2964 Richardson Drive,  
 Auburn, CA 95603  
 Phone: (530) 886-2122

August 10, 2015

Mr. Jim Stommel  
 Lehr Auto Electric  
 4707 Northgate Blvd  
 Sacramento, CA 95834

E-mail: [jim@lehrauto.com](mailto:jim@lehrauto.com)

Re: Blanket Purchase Order No. 21656 – Patrol Vehicle Equipment and Installation Services

Dear Mr. Stommel,

Placer County awarded the above Blanket Purchase Order to your firm on behalf of the Placer County Sheriff's Department during the period of October 21, 2014 through September 30, 2015. The terms and conditions of the original agreement allow the option to renew the agreement pending successful negotiation of terms for the renewal period.

The County is considering renewal of this agreement for the period of October 1, 2015 through September 30, 2016. Please note your decision below, then sign and return this letter via email to [jdmannin@placer.ca.gov](mailto:jdmannin@placer.ca.gov) or via fax to 530-889-4288 as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please feel free to call me at (530) 889-4290.

Jon Manning, CPPB  
 Buyer II

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I/WE:

- Agree to a one-year renewal of the above blanket purchase order(s) for the exact same pricing and terms.
- Agree to a one-year renewal of the above blanket purchase order(s) with the changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): Jim Stommel

Title: Proc.

Signature: [Handwritten Signature]

Date: 8/11/15



## Placer County

### Tabulation Report IFB #10385 - Patrol Vehicle Equipment, Supplies, and Installation Services Vendor: Lehr Auto Electric

Code	Name	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
Line 1	Total Bid Amount				\$78,607.75	1	TOTAL	\$78,607.75		

**General Comments:**

**General Attachments:** LEHR 10385 Attachment D - Bid Pricing Worksheets.xls

**COUNTY OF PLACER  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

**SUPPLEMENTAL TERMS AND CONDITIONS**

**1. REQUIRED DOCUMENTS**

Bidders shall complete all yellow fields in the documents listed below, which are documents that need to be downloaded, completed (offline), and then uploaded as part of your electronic response, or follow the instructions in Section 2 below, to be considered for award. Bids which are missing the required response attachments may be rejected as non-responsive.

Attachment A – Supplemental Terms and Conditions (informational only)  
Attachment B – Scope of Work (informational only)  
Attachment C – Insurance Requirements (informational only)  
Attachment D – Bid Pricing Worksheets  
Attachment E – Lightbar Configuration (informational only)

**2. HARD COPY BID RESPONSES**

Bidders wishing to submit a hard copy bid will need to complete the attachment titled “**Hard Copy Bid Cover Sheet**”, and submit it along with the other required documents listed in Section 1 above. Bidders shall submit their hard copy bid response in a sealed envelope that clearly identifies the bid number, title, and closing date and time to the Procurement Services Division, 2964 Richardson Drive, Auburn, CA, 95603, between the hours of 8:00 am and 5:00 pm (Pacific), Monday through Friday (excluding County holidays), prior to the close date and time specified in this bid solicitation.

**3. OVERVIEW**

Placer County intends to award one or more blanket purchase orders for the purchase of patrol vehicle equipment and supplies as well as equipment installation services on an as-needed basis for the County’s fleet of law enforcement vehicles and equipment on behalf of the Placer County Sheriff’s Office. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County’s estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

**4. NON-MANDATORY VEHICLE INSPECTIONS**

Interested bidders who wish to view a County vehicle in-person and get a better understanding of what services are required to complete the work described herein shall contact Matt Burgans for a viewing appointment at (530) 889-7865. This pre-bid visit is not mandatory, although interested bidders are highly encouraged to schedule a viewing appointment to better understand the nature of the work required in this bid. Failure to schedule and attend a viewing of a County vehicle shall not relieve any bidder from their responsibility to successfully perform the work described herein.

## 5. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the patrol vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

All bidders shall complete and return **Attachment D – Bid Pricing Worksheet**. The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in **Attachment D** shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

## 6. AWARD

**6.1.** This bid shall be evaluated and awarded by category or on an all-or-none basis, whichever is in the County's best interest. The bid evaluation will consider the total cost to install the patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 patrol vehicle for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

**6.2.** An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

- 6.3. Other public agencies may elect to “piggyback” on the County’s resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid’s General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

## 7. DELIVERY REQUIREMENTS

- 7.1. Bidder’s pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff’s Office  
2929 Richardson Drive, Ste. A  
Auburn, CA 95603

- 7.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor’s normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.
- 7.3. If the County’s orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid’s General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

## 8. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder’s completed **Attachment D – Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD’s, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer’s list price, the bidder’s offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff’s Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder’s/manufacturer’s published catalog/list prices that occur during the contract period.

## 9. INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish evidence of insurance, including required endorsements, to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in **Attachment C, Placer County Insurance Requirements**, within ten (10) calendar days following receipt of a Notice of Intent to Award.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S) CONTAINING THE EXACT ENDORSEMENT LANGUAGE SPECIFIED IN SECTION 5.0 OF THE ATTACHED INSURANCE REQUIREMENTS, AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the County's insurance and endorsement requirements will result in the disqualification of your bid. All costs of complying with the insurance AND endorsement requirements shall be included in your bid pricing. Bidders are strongly advised to read **Attachment C, Placer County Insurance Requirements**, prior to submitting a bid. Bidders are NOT required to submit proof of insurance with their bid responses.

## 10. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

## 11. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's patrol vehicle equipment including the County's inventory of repair/replacement parts as well as officer training issues, bids will only be accepted for the brand and model patrol vehicle equipment and supplies specified in **Bid Attachment D**.

## 12. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for patrol vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

## 13. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

**COUNTY OF PLACER  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

**SCOPE OF WORK**

- 1.0** The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles and equipment. Responding firms shall have staff experienced in the installation of law enforcement radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.
- 2.0** The successful bidder shall be qualified and capable of performing equipment installation services on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats.
- 3.0** Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.
- 4.0** In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.
- 5.0** The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.
- 6.0** The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
- 7.0** The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of

correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

- 8.0** The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.



## **PLACER COUNTY INSURANCE REQUIREMENTS**

### **1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

### **2. INSURANCE:**

CONTRACTOR shall file with the PLACER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to PLACER COUNTY, with a Best's Rating of no less than A:VII showing.

### **3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against PLACER COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

If the CONTRACTOR has no employees and is exempt from carrying Worker's Compensation Insurance, the following language shall apply:

"CONTRACTOR represents they have no employees and, therefore, is not required to have Workers Compensation coverage. CONTRACTOR agrees they have no rights, entitlements or claim against PLACER COUNTY for any type of employment benefits or workers' compensation or other programs afforded to PLACER COUNTY employees."

**4. GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PLACER COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by PLACER COUNTY as noted above. In no cases shall the types of policies be different.

5. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**6. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**7. ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against PLACER COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish PLACER COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PLACER COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PLACER COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder Information - Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on the insurance certificates and related documents shall read as follows:

County of Placer  
c/o Ebix RCS  
PO Box 257  
Portland, MI 48875-0257

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review. The County will forward those documents to Ebix RCS on your behalf.

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURER'S PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
<p><b>Vendor Name:</b> (Enter your Company Name here) <b>LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA, 95834</b></p> <p><b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided. Discount of <u>0</u> % for invoices paid within <u>  </u> days, or Net <u>30</u> .</p> <p><b>Delivery/Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided. <b>DELIVERY TIME: 2-21 Days</b> (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items <b>TURNAROUND TIME: 3-5 Days</b> normal)</p>									
<p><b>INSTRUCTIONS:</b> - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.                      - Note difference in package size and other variables in "Comments" section.                      - Indicate discount of manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).</p> <p><b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.</p>									
<p><b>CATEGORY 1 - PATROL VEHICLE EQUIPMENT AND SUPPLIES</b></p>									
1.1	Lightbar with the following options/modifications: Add (2) LR111 Flashing ALLEY Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRRB	1,425.00	21,375.00	5 Years	
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	50.00	750.00	2 Years	
1.3	CanCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCM/CX20 included (20" microphone cable).	EA	15	Whelen Engineering	CCSRNTA3	550.00	8,250.00	2 Years	
1.4	Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH07	240.00	3,600.00	5 Years	
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	875.00	13,125.00	5 Years	
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	550.00	8,250.00	5 Years	
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	64.35	965.25	1 Year	
1.8	Ratchet Lock	EA	15	Santa Cruz	SC-5H	100.10	1,501.50	1 Year	
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-91SP	58.50	1,755.00	1 Year	
1.10	Siren Speaker	EA	15	Whelen	SA31SP	150.00	2,250.00	2 Years	
1.11	Speaker Bracket Kit for Whelen SA31SP Speaker	EA	15	Whelen	SAK1	20.00	300.00	2 Years	

*OK*

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
<p><b>Vendor Name:</b> (Enter your Company Name here) <b>LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA: 95834</b></p> <p><b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided. Discount of <u>0</u> % for invoices paid within <u>    </u> days, or Net <u>30</u> .</p> <p><b>Delivery/Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the spaces provided. <b>DELIVERY TIME: 2-21 Days</b> (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items <b>TURNAROUND TIME: 3-5 Days</b> normal</p>									
<p><b>INSTRUCTIONS:</b> - Enter the Unit Price and Warranty information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. - Note difference in package size and other variables in "Comments" section. - Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).</p> <p><b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.</p>									
1.12	Plug In Headlight Flasher for 2007 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETH7AHO-07	62.40	936.00	5 Years	
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	65.00	2,925.00	5 Years	
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	65.00	2,925.00	5 Years	
1.15	LN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	50.00	750.00	5 Years	
1.16	LN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	50.00	750.00	5 Years	
1.17	Mounting Bracket for LN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	7.50	225.00	2 Years	
1.18	Chargeguard>Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	66.00	1,020.00	3 Years	
1.19	Little 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	41.40	621.00	5 Years	
1.20	Patrol Vehicle "Placer" Console, consisting of the following components:	EA	12	Lehr Auto Electric	PCC001	399.00	4,668.00	5 Years	
	Arm Rest w/2" Extension	EA	1	Lehr Auto Electric	PARAM02TALL	112.80			
	Arm Rest Pad	EA	1	Lehr Auto Electric	PAPP	46.00			
	XTL2500 3" Faceplate	EA	1	Troy Products	FP-MXTL5000	28.00			
	Centrom 4" Faceplate	EA	1	Troy Products	FP-WC10285909	28.00			
	1" Blank	EA	1	Troy Products	FP-BLNK1	7.00			
	2" Blank	EA	1	Troy Products	FP-BLNK2	7.00			
	4" Beverage Holder	EA	1	Troy Products	AC-INBHG	36.00			
	Mount Kit	EA	1	Troy Products	AC-FST12000	71.40			

OK

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
<p><b>Vendor Name:</b> (Enter your Company Name here) <b>LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA 95834</b></p> <p><b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided. Discount of <u>0</u> % for invoices paid within <u>    </u> days, or Net <u>30</u>.</p> <p><b>Delivery/Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided. <b>DELIVERY TIME: 2-21 Days</b> (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items) <b>TURNAROUND TIME: 3-5 Days normal</b></p>									
<p><b>INSTRUCTIONS:</b> - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.            - Note difference in package size and other variables in "Comments" section.            - Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).</p> <p><b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.</p>									
1.22	Discount off list price for <u>Havis Inc.</u> products not specified above.			30.00%	100.00	30.00	70.00		
1.23	Discount off list price for other <u>Trox Products</u> not specified above.			32.00%	100.00	32.00	68.00		
1.24	Discount off list price for other <u>SaundOff</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.25	Discount off list price for other <u>Federal Signal</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.26	Discount off list price for other <u>Selina</u> products not specified above.			25.00%	100.00	25.00	75.00		
1.27	Discount off list price for other <u>Cole Hersee</u> products not specified above.			57.00%	100.00	57.00	43.00		
1.28	Discount off list price for other <u>Whalen Engineering</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.29	Discount off list price for other <u>Santa Cruz Gunlocks</u> products not specified above.			35.00%	100.00	35.00	65.00		
1.30	Discount off list price for other <u>Laguna 3P Manufacturing</u> products not specified above.			15.00%	100.00	15.00	85.00		
SUBTOTAL FOR CATEGORY 1:							77,527.75		
<p><b>CATEGORY 2 - PATROL VEHICLE INSTALLATION SERVICES</b></p>									

*Handwritten signature/initials*



County of Placer  
 PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
 BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)  
 LEHR AUTO ELECTRIC 4707 Northgate Blvd  
 Sacramento, CA. 95834

Invoice Terms:  
 Bidders shall enter their payment terms in the space provided.  
 Discount of 0 % for invoices paid within days, or Net 30.

Delivery/Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.  
 DELIVERY TIME: 2-21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items  
 TURNAROUND TIME: 3-5 Days normal

INSTRUCTIONS: - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response.  
 - Note difference in package size and other variables in "Comments" section.  
 - Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).  
 NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.

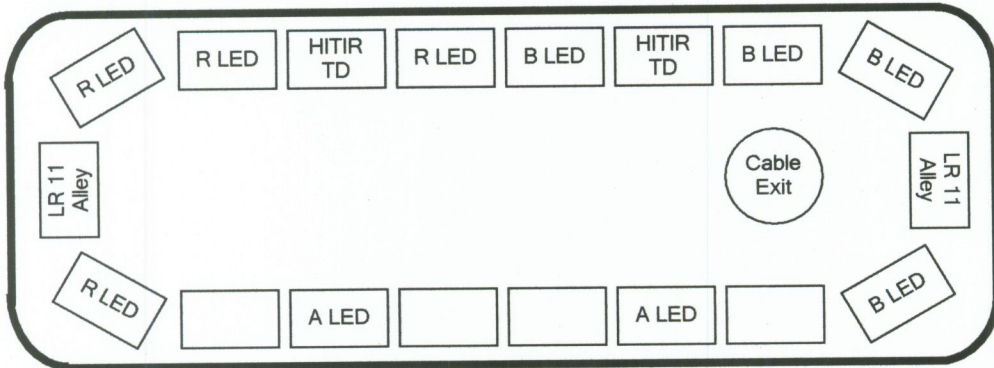
ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
2.1	Shop labor rate per hour for patrol vehicle equipment installation services:	HOUR	18			60.00	1,080.00		
SUBTOTAL FOR CATEGORY 2:							1,080.00		
TOTAL BID AMOUNT (BIDDERS SHALL ENTER THIS NUMBER AS THEIR RESPONSE IN PUBLIC PURCHASE): \$							78,607.75		

$\$165.00 / \$1170.00$

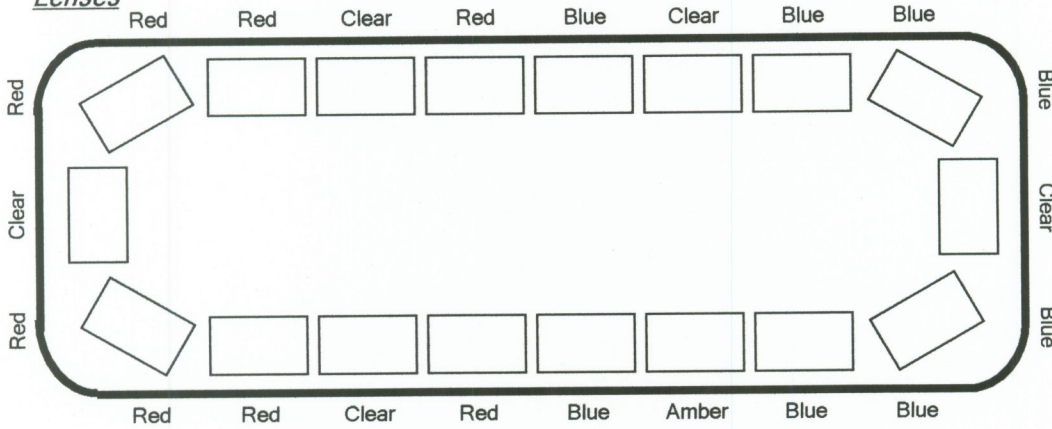
Due to rising Benefit cost (Health insurance) and minimum wage increase which impacts labor code of 2 times minimum when employees supply tools,

## Liberty WC Series Light Bar Order Form/Worksheet

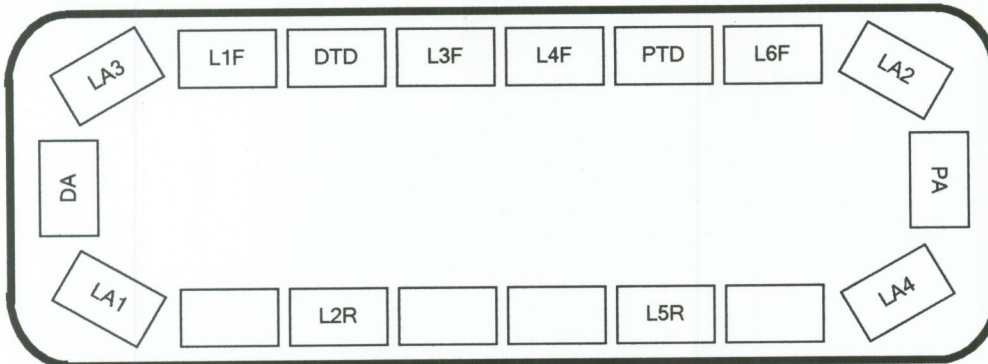
### Configuration



### Lenses



### Wecan Lightbar Mapping





**COUNTY OF PLACER**  
ADMINISTRATIVE SERVICES DEPARTMENT  
**Procurement Services Division**  
2964 Richardson Drive, Auburn, CA 95603

**INVITATION FOR BIDS OR PRICE QUOTES**  
**GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

**WARNING:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <http://www.placer.ca.gov/admin/procurement/openbids>. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County [EBid](#) System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County [EBid](#) System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the [EBid](#) System or obtained from [Procurement Services](#). Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

**WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.**

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
7. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
8. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
9. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
10. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
11. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
12. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
13. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
15. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
17. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
18. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at:  
<http://www.placer.ca.gov/Departments/Admin/Procurement/LocalVendorPref.aspx>
19. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more.
20. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
21. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
22. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.
23. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
24. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
25. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

26. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

**- - End of General Terms and Conditions - -**



# PLACER COUNTY PROCUREMENT

## BPO RENEWAL FILE MEMO

Date:	August 31, 2016	Buyer:	Jon Manning, CPPB
Customer Department:	Sheriff's Office		
BPO Subject/Commodity:	Patrol Vehicle Equipment and Installation Services		
Purpose:	Supply patrol vehicle equipment and provide equipment installation services on an as-needed basis for the County's fleet of law enforcement vehicles.		
Most Recent BPO Number(s):	BP022286		
Effective Dates:	10/1/15 – 9/30/16		
Awarded Vendor(s):	Stommel Inc. dba Lehr Auto Electric		
Org. Award	\$225,000.00	Spent to Date:	\$113,877.96

Mark an "X" next to each applicable renewal factor:

### RENEWAL

<input type="checkbox"/>	Vendor agreed to renew at the same pricing		
<input checked="" type="checkbox"/>	Vendor agreed to renew with proposed changes	0.11% increase	
<input checked="" type="checkbox"/>	Total impact of proposed renewal pricing:	1.42% decrease	
<input checked="" type="checkbox"/>	Data source used to evaluate proposed renewal pricing:	Name of Index	BLS PPI Commodities – Motor Vehicle Repair and Maintenance
		Index No.	WPU552
<input checked="" type="checkbox"/>	Percent change of data source over last year:	1.52% increase	
<input checked="" type="checkbox"/>	Renewal justification:	PPM Section 1.3(o); Section 15 of General Terms and Conditions of Bid No. 10385	
<input type="checkbox"/>	Vendor's insurance information current in EBIX?		
<input type="checkbox"/>	Other Comments:		

### COST IMPACT

<input checked="" type="checkbox"/>	Estimated overall savings of:	\$3,189.38
<input type="checkbox"/>	Estimated increased cost to the department of:	
<input checked="" type="checkbox"/>	Cost Impact Worksheet attached?	Yes
<input type="checkbox"/>	Other Comments:	

### AWARD RECOMMENDATION

<input checked="" type="checkbox"/>	Renewal BPO Amount:	\$225,000.00		
<input checked="" type="checkbox"/>	Renewal BPO Effective Period:	10/1/16 – 9/30/17		
<input checked="" type="checkbox"/>	This Renewal Represents the (nth) Renewal of Competitive Bid/Price Quote Number:	2 <sup>nd</sup> Renewal	Bid No.	10385
<input type="checkbox"/>	Requires Board of Supervisors approval?	No		
<input checked="" type="checkbox"/>	Within the Purchasing Manager's signature authority?	Yes per Board's actions on 10/21/14		
<input type="checkbox"/>	Other Comments:			

Current Contract Pricing

Proposed 2016/17 Pricing

Total Cost Increase/Decrease

		Name of Firm City/State	Lehr Auto Electric Sacramento, CA Jim Stommel 916-646-6626 <a href="mailto:jim@lehrauto.com">jim@lehrauto.com</a>		Lehr Auto Electric Sacramento, CA Jim Stommel 916-646-6626 <a href="mailto:jim@lehrauto.com">jim@lehrauto.com</a>		Lehr Auto Electric Sacramento, CA Jim Stommel 916-646-6626 <a href="mailto:jim@lehrauto.com">jim@lehrauto.com</a>	
		Telephone Fax Number						
		LVP Certified? <sup>(1)</sup> Invoice Terms <sup>(2)</sup>	No Net 30		No Net 30		No Net 30	
Item No.	Item Description	Qty	Unit Price	Extension	Unit Price	Extension	Total Increase/ Decrease	Percentage
<b>CATEGORY 1 - PATROL VEHICLE EQUIPMENT AND SUPPLIES</b>								
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	15	1,425.00	21,375.00	1,425.00	21,375.00	0.00	0.00%
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	15	50.00	750.00	50.00	750.00	0.00	0.00%
1.3	CenCom Sapphire Siren with amplifier control module with pigtailed, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	15	550.00	8,250.00	550.00	8,250.00	0.00	0.00%
1.4	Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	15	240.00	3,600.00	240.00	3,600.00	0.00	0.00%
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	15	875.00	13,125.00	875.00	13,125.00	0.00	0.00%
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	15	550.00	8,250.00	550.00	8,250.00	0.00	0.00%
1.7	Shotgun Gun Lock	15	64.35	965.25	64.35	965.25	0.00	0.00%
1.8	Ratchet Lock	15	100.10	1,501.50	100.10	1,501.50	0.00	0.00%
1.9	Muzzle Up Partition Mount	30	58.50	1,755.00	58.50	1,755.00	0.00	0.00%
1.10	Siren Speaker	15	150.00	2,250.00	150.00	2,250.00	0.00	0.00%
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	15	20.00	300.00	20.00	300.00	0.00	0.00%
1.12	Plug In Headlight Flasher for 2007 to current model year Chevrolet Tahoe Police SUVs	15	62.40	936.00	62.40	936.00	0.00	0.00%
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	45	65.00	2,925.00	65.00	2,925.00	0.00	0.00%
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	45	65.00	2,925.00	65.00	2,925.00	0.00	0.00%
1.15	LIN3 Series Super-LED Lighthouse, Horizontal Mounting, Color: BLUE	15	50.00	750.00	50.00	750.00	0.00	0.00%
1.16	LIN3 Series Super-LED Lighthouse, Horizontal Mounting, Color: RED	15	50.00	750.00	50.00	750.00	0.00	0.00%
1.17	Mounting Bracket for LIN3 Series Super-LED Lighthouse (Horizontal Mounting)	30	7.50	225.00	7.50	225.00	0.00	0.00%
1.18	Chargeguard-Select Auto Shut-Off Timer	15	68.00	1,020.00	68.00	1,020.00	0.00	0.00%
1.19	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	15	41.40	621.00	41.40	621.00	0.00	0.00%
1.20	Patrol Vehicle "Placer" Console, consisting of the following components:	12	389.00	4,668.00	389.00	4,668.00	0.00	0.00%
	Arm Rest w/2" Extension	1	112.80	112.80	112.80	112.80	0.00	0.00%
	Arm Rest Pad	1	46.00	46.00	46.00	46.00	0.00	0.00%
	XTL2500 3" Faceplate	1	28.00	28.00	28.00	28.00	0.00	0.00%
	Cencom 4" Faceplate	1	28.00	28.00	28.00	28.00	0.00	0.00%
	1" Blank	1	7.00	7.00	7.00	7.00	0.00	0.00%



Current Contract Pricing

Proposed 2016/17 Pricing

Total Cost Increase/Decrease

		Name of Firm City/State		Lehr Auto Electric Sacramento, CA		Lehr Auto Electric Sacramento, CA		Lehr Auto Electric Sacramento, CA	
		Telephone		916-646-6626		916-646-6626		916-646-6626	
		Fax Number		jim@lehrauto.com		jim@lehrauto.com		jim@lehrauto.com	
		LVP Certified? <sup>(1)</sup>		No		No		No	
		Invoice Terms <sup>(2)</sup>		Net 30		Net 30		Net 30	
Item No.	Item Description	Qty	Unit Price	Extension	Unit Price	Extension	Total Increase/ Decrease Percentage		
	2" Blank	1	7.00	7.00	7.00	7.00	0.00	0.00%	
	4" Beverage Holder	1	36.00	36.00	36.00	36.00	0.00	0.00%	
	Mount Kit	1	71.40	71.40	71.40	71.40	0.00	0.00%	
1.22	Discount off list price for <u>Havis Inc.</u> products not specified above.	100	30.00%	70.00	30.00%	70.00	0.00	0.00%	
1.23	Discount off list price for other <u>Troy Products</u> not specified above.	100	32.00%	68.00	32.00%	68.00	0.00	0.00%	
1.24	Discount off list price for other <u>SoundOff</u> products not specified above.	100	40.00%	60.00	40.00%	60.00	0.00	0.00%	
1.25	Discount off list price for other <u>Federal Signal</u> products not specified above.	100	40.00%	60.00	40.00%	60.00	0.00	0.00%	
1.26	Discount off list price for other <u>Setina</u> products not specified above.	100	25.00%	75.00	25.00%	75.00	0.00	0.00%	
1.27	Discount off list price for other <u>Cole Hersee</u> products not specified above.	100	57.00%	43.00	57.00%	43.00	0.00	0.00%	
1.28	Discount off list price for other <u>Whelen Engineering</u> products not specified above.	100	40.00%	60.00	40.00%	60.00	0.00	0.00%	
1.29	Discount off list price for other <u>Santa Cruz Gunlocks</u> products not specified above.	100	35.00%	65.00	35.00%	65.00	0.00	0.00%	
1.30	Discount off list price for other <u>Laguna 3P Manufacturing</u> products not specified above.	100	15.00%	85.00	15.00%	85.00	0.00	0.00%	
SUB-TOTAL FOR CATEGORY 1:				77,863.95		77,863.95	0.00	0.00%	
<b>CATEGORY 2 - PATROL VEHICLE INSTALLATION SERVICES</b>									
2.1	Shop labor rate per hour for patrol vehicle equipment installation services.	18	60.00	1,080.00	65.00	1,170.00	90.00	8.33%	
				Subtotal Bid		Subtotal Bid			
(1) Local Vendor Preference is granted to those firms who file an LVP Affidavit with the County prior to the close of the bid.				Categories 1-2	78,943.95	Categories 1-2	79,033.95	90.00	0.11%
				7.50% Sales Tax (Cat. 1 Only)	5,839.80	7.50% Sales Tax (Cat. 1 Only)	5,839.80	0.00	0.00%
				Bid Total	84,783.75	Bid Total	84,873.75	90.00	0.11%
(2) Invoice Terms of less than 10 days were not considered in this evaluation.				LVP	0.00	LVP	0.00	0.00	0.00%
				Prompt Pay Disc	0.00	Prompt Pay Disc	0.00	0.00	0.00%
				<b>Ref. Price</b>	<b>\$84,783.75</b>	<b>Ref. Price</b>	<b>\$84,873.75</b>	<b>90.00</b>	<b>0.11%</b>

**COST IMPACT WORKSHEET:**

Total Price - Current BPO	84,783.75
Total Proposed Renewal Pricing	84,873.75
Amount of Increase	90.00
Percentage of Increase	0.11%
PPI Increase October 2015-July 2016*	1.52%
Net Percentage Impact	1.42%
Aggregate BPO Amount	225,000.00

**TOTAL IMPACT (ESTIMATED SAVINGS): 3,189.38**

\* PPI Commodity Series ID #WPU552 (Not Seasonally Adjusted) - Group: Repair and maintenance services (partial), Item: Motor vehicle repair and maintenance (partial)

## Databases, Tables & Calculators by Subject

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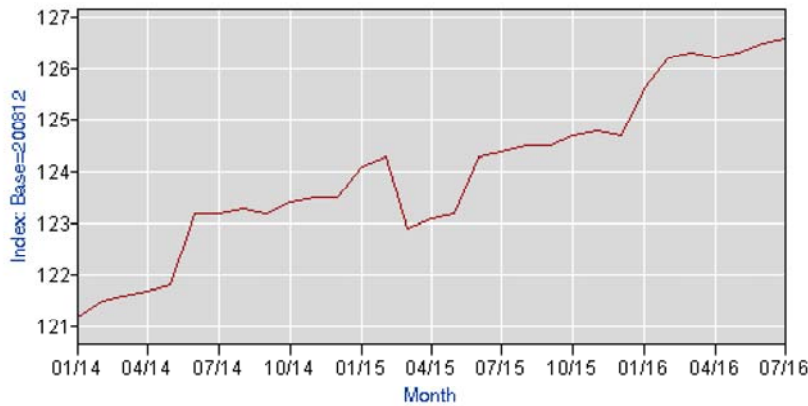
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### Producer Price Index-Commodities

**Series Id:** WPU552  
 Not Seasonally Adjusted  
**Group:** Repair and maintenance services (partial)  
**Item:** Motor vehicle repair and maintenance (partial)  
**Base Date:** 200812



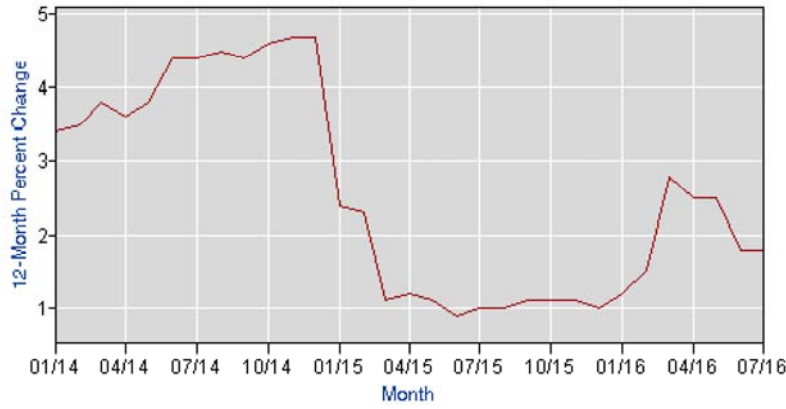
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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
<b>2014</b>	121.2	121.5	121.6	121.7	121.8	123.2	123.2	123.3	123.2	123.4	123.5	123.5	122.6
<b>2015</b>	124.1	124.3	122.9	123.1	123.2	124.3	124.4	124.5	124.5	124.7	124.8	124.7	124.1
<b>2016</b>	125.6	126.2	126.3	126.2(P)	126.3(P)	126.5(P)	126.6(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

### 12-Month Percent Change

**Series Id:** WPU552  
 Not Seasonally Adjusted  
**Group:** Repair and maintenance services (partial)  
**Item:** Motor vehicle repair and maintenance (partial)  
**Base Date:** 200812



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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	3.4	3.5	3.8	3.6	3.8	4.4	4.4	4.5	4.4	4.6	4.7	4.7	4.2
2015	2.4	2.3	1.1	1.2	1.1	0.9	1.0	1.0	1.1	1.1	1.1	1.0	1.2
2016	1.2	1.5	2.8	2.5(P)	2.5(P)	1.8(P)	1.8(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

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- Industries at a Glance
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- Databases & Tables
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Inquired key:

Dept: 20 Sheriff  
Contract: BP022286 NET 30/STOMMEL INC  
Vendor: 32955/001 STOMMEL INC  
Fiscal Period: Month 02 2017  
Account/Balance: Balance

Total Available Revenue:	225,000.00	Remaining Balance:
Expenditures:	113,877.96	111,122.04
Encumbrances:	0.00	111,122.04
Pre-Encumbrances:	0.00	111,122.04

Bal Type	Title	Amount
15	Actual Expenditures	\$113,877.96

**MEMORANDUM**  
**COUNTY OF PLACER**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES DIVISION**

TO: Honorable Board of Supervisors  
FROM: Brett Wood, Purchasing Manager *BW*  
DATE: October 21, 2014  
SUBJECT: Patrol Vehicle Equipment and Installation Services – Lehr Auto Electric

---

**ACTION REQUESTED**

1. Approve the award of competitive Bid No. 10385 to Lehr Auto Electric of Sacramento, CA for the purchase of patrol vehicle equipment, components, and installation services on an as-needed basis on behalf of the Sheriff-Coroner-Marshall's Office in the maximum amount of \$225,000, funded by the Sheriff-Coroner-Marshall's Office FY 2014-15 budget with no new net County cost, for the period of October 21, 2014 through September 30, 2015;
2. Approve the option to renew the resulting blanket purchase order for three additional one-year terms provided that each renewal amount does not exceed 10 percent in aggregate of the recommended award amount of \$225,000; and
3. Authorize the Purchasing Manager to sign the resulting blanket purchase orders.

**BACKGROUND**

The Sheriff-Coroner-Marshall's Office requires annual blanket purchase orders (BPOs) for the purchase of patrol vehicle equipment, components, and installation services on an as-needed basis to support the department's fleet maintenance operations. The departments' most recent BPOs expired on September 30, 2014.

On behalf of the Sheriff-Coroner-Marshall's Office, the Procurement Services Division developed Invitation for Bids No. 10385 to solicit competitive bids for the department's patrol vehicle equipment and installation service requirements. The bid was distributed via the County's e-Procurement system to fifty potential bidders and was posted on the County's website. Twenty-four vendors accessed the bid documents online. Lehr Auto Electric was the sole bidder and is the County's most recent provider of patrol vehicle equipment and installation services. Based on the department's satisfaction with the vendor's past contract performance and quality of work, the department concurs with Procurement's recommendation to award Bid No. 10385 to Lehr Auto Electric.

Therefore, your Board's approval is required to proceed with a BPO in the maximum amount of \$225,000 and to authorize the Purchasing Manager to sign the resulting BPO.

**FISCAL IMPACT**

Upon your Board's approval, a BPO will be awarded to Lehr Auto Electric in the maximum amount of \$225,000 for the period of October 21, 2014 through September 30, 2015. The department's purchases are funded by their annual budget with no net County cost. Funds are not encumbered until products are delivered or services are rendered against the BPO.

cc: Mark Reed, Support Services Commander – Sheriff's Office  
Virginia Valenzuela, Senior Administrative Services Officer – Sheriff's Office  
Liz Zmyslowski, Senior Accountant Auditor – Sheriff's Office



County of Placer  
Purchase Requisition

**THIS IS NOT AN ORDER**

Requisition No: 20 2017 RQ061348 -

Buyer: JDM

For: Renewal BPO 22286 - Lehr

Interface Code: RB

Posted: 7/19/16

Department: Sheriff-Coroner-Marshal 2929 Richardson Drive, Suite A PO Box 6990 Auburn , CA 95603  Delivery Date: 09/30/2016 Submitted by: LTALLEY	Delivery Address: Sheriff-Coroner-Marshal  2929 Richardson Drive, Suite A PO Box 6990 Auburn ,CA 95603  Suggested Vendor:
--	--

Item	Quantity	Commodity Code / Title	Unit Price	Extended Cost
001	1 EA	928-15- - Automobile and Other Passenger Vehic	300,000.00	300,000.00
			<b>Sales Tax:</b>	0.00

Specifications:

Renewal BPO 22286 for Lehr Auto Electric

Vendor 32955-001  
Stommel, Inc.  
dba Lehr Auto Electric  
4707 Northgate Blvd.  
Sacramento CA 95834  
Vendor Contact: Jim Stommel 916-646-6626

Amount: \$300,000.00  
Dates: 10-01-16 - 09-30-17  
Placer County contact: Matt Burgans 530-889-7865  
Placer County Billing: LeAnn Johnson 530-889-6919

**Requisition Total 300,000.00**

SUFFIX	ACCOUNT CODE			AMOUNT
1	202017219508030122273	BP007503	N	300,000.00
				<u>300,000.00</u>

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint Cooperative Purchasing Program**

COMPUTER EQUIPMENT MASTER AGREEMENT  
Minnesota Master Agreement No.: MNWNC-124

**California Participating Addendum No. 7-15-70-34-023**  
PANASONIC CORPORATION OF NORTH AMERICA DBA  
PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA (Contractor)

This Participating Addendum Number **7-15-70-34-023** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Panasonic Corporation of North America dba Panasonic System Communications Company of North America (hereafter referred to as "Contractor") under the NASPO ValuePoint Master Agreement Number MNWNC-124 ("Master Agreement") executed by the State of Minnesota.

**1. Scope**

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 2 – Laptop  
Band 3 – Tablet

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

**2. Term**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

### **3. Order of Precedence**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-023
- B. Minnesota NASPO ValuePoint Master Agreement MNWNC-124

### **4. Terms and Conditions**

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf).

### **5. Price List**

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

### **6. Partner Utilization**

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
  - 1) "Authorized Reseller"
    - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
    - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
    - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
    - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.



2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
  - b. Agents are not authorized to accept orders or payments.
  - c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.
- E. Subject to the approval of the State, Partners may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Partners or changes to approved Partner information at any time during the contract term.
- F. Contractor shall submit a list identifying the company name, address, contact name, phone number and email of authorized Partners to the State Contract Administrator for the State's approval prior to updating its California specific contract website.

**7. Invoicing**

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

**8. Usage Reporting**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the NASPO ValuePoint Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at [PDCCooperatives@dgs.ca.gov](mailto:PDCCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

**9. Administrative Fee**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California  
Department of General Services, Procurement Division  
Attention: Multiple Awards Program  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**10. Contract Management**

A. The primary contact individuals this Participating Addendum shall be as follows:

<b>Contractor</b>	
Name:	Michelle Chapin
Address:	Panasonic System Communications Company of North America Two Riverfront Plaza, 6th floor Newark, NJ 07102
Phone:	(973) 303-7787
Fax:	n/a
E-Mail:	<a href="mailto:NASPO@us.panasonic.com">NASPO@us.panasonic.com</a>

<b>State Contract Administrator</b>	
Name:	Julie Matthews
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	<a href="mailto:Julie.Matthews@dgs.ca.gov">Julie.Matthews@dgs.ca.gov</a>

B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

**11. Termination of Agreement**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**12. Agreement**

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master



## GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
  - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) **"Buyer"** means the State's authorized contracting official.
  - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
  - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
  - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
  - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
  - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
  - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
  - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
  - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
  - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
  - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
  - y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
  - z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
  - aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
  - bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

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- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint b

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its attention, regarding accessibility of its products or services.

- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.
- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
  - b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
  - c) Other Special Provisions;
  - d) Statement of Work, including any specifications incorporated by reference herein;
  - e) Cost worksheets; and
  - f) All other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
    - i) show the number of the container and the total number of containers in the shipment; and
    - ii) the number of the container in which the packing sheet has been enclosed.
  - b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
  - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
  - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
  - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.
- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Co

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- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

### 17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

### 18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.

Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
  - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
  - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
  - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
  - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
  - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** 136



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- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
  - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
  - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
  - (ii) The total of:
    - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
    - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
    - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
  - f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
- 23. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- (i) completed Deliverables,
  - (ii) partially completed Deliverables, and,
  - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding claims or claims of former lien holders.

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- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
  - Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
  - In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
  - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
  - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
  - The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
  - The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice. If applicable.

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- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
  - b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
- 37. RIGHTS IN WORK PRODUCT:**
- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
  - b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
  - c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
  - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
  - e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
  - b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is in operation.

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- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

### 39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

### 40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

- 41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

### 42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the

Contractor will provide all codes to the State with delivery of the Software.

- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

### 43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section ). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return

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infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

#### 44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

#### 45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination se

## GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
  - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 50. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignm

## GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
  - c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
    - (i) the assignee has not been injured thereby, or
    - (ii) the assignee declines to file a court action for the cause of action.
- 53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - (i) the dangers of drug abuse in the workplace;
    - (ii) the person's or organization's policy of maintaining a drug-free workplace;
    - (iii) any available counseling, rehabilitation and employee assistance programs; and,
    - (iv) penalties that may be imposed upon employees for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - (i) will receive a copy of the company's drug-free policy statement; and,
    - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 55. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
    - b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY****63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).





4707 Northgate Blvd.  
 Sacramento, CA. 95834  
 Parts Dept. 916-646-6626  
 Service Dept 916-646-6636  
 Fax 916-646-6656

**\*\* QUOTATION \*\***  
**\*\*\* DUPLICATE \*\*\***  
 Ord # 01 70462  
 P/O # UTIL 2017

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Lin	Qty	Part Number	S	Description	Wt.Each	Net	Value
001	3	WH STPKT83	F	STRAP KIT		57.0000	171.00
002	3	WH CCSRNTA3	F	CENCOM SAFFHIRE		550.0000	1650.00
003	2	WH SA315P	F	SIREN SPEAKER		150.0000	300.00
004	2	SE PK1134ITU12SCA		8XL PARTITION		569.2500	1138.50
005	2	SE GK10301S1U		DUAL WEAPON MT		306.7500	613.50
006	2	SE WK0514ITU12	F	WINDOW GUARDS		164.2500	328.50
007	2	SE DK0100ITU12	F	TPO DR PNL COVR		183.7500	367.50
008	3	SE BK2017ITU16	F	PB450L2 UTIL		567.0500	1701.15
010	2	SE TK0230ITU12	F	CARGO BOX		936.7500	1873.50
011	2	SE TPA9289		LOWER RADIO TRY		286.5000	573.00
012	3	SE TF0237ITU12	F	FREESTANDING KT		62.2500	186.75
013	9	NA 782-1635	F	POWER SCKT		10.4100	93.69
014	3	WH IJ795HT	P	795 MNT W/ TDS		91.7000	275.10
015	3	WH 795H	P	EMITTER		1145.7000	3437.10
016	3	WH SAK52	F	SPEAKER BRACKET		24.6000	73.80
017	3	WH IH8RRBB		LIBERTY II BAR		1650.0000	4950.00
018	3	HS C-VS-0812-INUT-1		UTILITY CONSOLE		313.9900	941.97
019	3	HS C-MD-119	F	11" SLIDE ARM		330.6300	991.89
020	3	HS DS-PAN-112-2	F	DEVMT, DOCKST,		932.5700	2797.71
021	3	HS C-CUP2-I	F	CON,ACSY,CUPHLD		30.8700	92.61
022	3	HS C-EB40-CCS-1P	F	FACE PLATE 1 PC			
023	3	HS C-EB25-MRD-1P	F	FACE PLATE 1 PC			
024	3	HS C-FP-2	F	PLT,2MS,			
025	3	HS C-FP-35	F	PLT,3.5MS,			
026	3	FS LF18TSB-LED	P	LITLITE,18,LED,		78.0000	234.00
027	2	AD SUVIC1311		SEAT/SCREEN C/B		953.0400	1906.08
028	3	WH VTX609R	F	VERTEX RED		68.0000	204.00
029	3	WH VTX609B	F	VERTEX BLUE		68.0000	204.00
030	6	WH VTXFB	F	VERTX BEZEL BLK		5.2200	31.32
031	3	WH TLIA	P	ION T AMBER		102.0000	306.00
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032	3	WH TLIB		ION T BLUE		102.0000	306.00
Part Ordered: ## TIONB							
033	3	WH VTX609R	F	VERTEX RED		68.0000	204.00
034	3	WH VTX609B	F	VERTEX BLUE		68.0000	204.00
035	3	RD AP-CG-Q-S11-BL		CELL/LTE/GPS		115.0000	345.00
036	3	PP 03-0211	F	UTIL HRNS FRONT		595.0000	1785.00
037	3	WH SSFFP16	F	H/LIGHT FLASHER		77.4000	232.20
038	1	SE TPA9289		LOWER RADIO TRY		286.5000	286.50

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
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WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM



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 Sacramento, CA. 95834  
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**\*\* QUOTATION \*\***  
**\*\*\* DUPLICATE \*\*\***  
 Ord # 01 70462  
 P/O # UTIL 2017

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039	1	SE TK0243ITU12	F	CARGO BOX	1011.7500	1011.7500	1011.75
040	1	RA F3	F	HEAT ALARM KIT	1100.0000	1100.0000	1100.00
041	1	HS KK-K9-F18-K	F	K-9 INSERT UTIL	1947.3300	1947.3300	1947.33
043	1	HS K9-A-104	F	10" FAN W/ GRD	333.2000	333.2000	333.20
044	3	RD AP-CG-Q-S11-BL		CELL/LTE/GPS	115.0000	345.0000	345.00
045	1	SC SC-934-5-A-K9	F	RAPID ADJUST	199.5000	199.5000	199.50

118	33742.15		525.00			2446.31	
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX	
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 Sacramento, CA. 95834  
 Parts Dept. 916-646-6626  
 Service Dept 916-646-6636  
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Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
001	6	P3 CF-3117-02KM	CF-31 PS ELITE	3875.0000	23250.00	
Public Sector Specific - Elite, Win7 (Win10 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Fingerprint, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred, 3 Year Public Sector Toughbook Service Bundle A-1 ..... NASPO Pricing Contract California Participating Addendum No. 7-15-70-34-023 PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA *****						

6	23250.00				1685.63
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER TAX
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**Town of Paradise**  
**Council Agenda Summary**  
**Date: August 8, 2017**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer  
**REVIEWED BY:** Lauren Gill, Town Manager  
**SUBJECT:** Paradise Transit Center - Preliminary Preferred Site  
**COUNCIL ACTION REQUESTED:**

1. Review the evaluation and ranking of the top 3 candidate sites.
2. Provide direction to Town and BCAG staff on the preliminary preferred site alternative for purposes of commencing the environmental review under CEQA and approval documents.

**Background:**

The Butte County Association of Governments (BCAG) operates the B-Line transit service throughout Butte County. The Town of Paradise is connected to Chico via the number 40 and 41 bus routes, and to Oroville via the number 31 route. Route 41 also serves the community of Magalia.

All three routes serve central Paradise by using Clark Road, Elliot Road, and Skyway. The routes converge at the existing "Transit Center" located on Almond Street between Birch and Fir Streets. The current transit center consists of a small bus shelter and an asphalt concrete pull-out.



BCAG is implementing a plan to provide a modern, but cost-effective bus transfer facility in each of the major communities it serves. The Town of Paradise is the third community in which BCAG

is working cooperatively with the local agency to design and construct a bus transfer facility. Previously, facilities were completed in Chico and Oroville.

BCAG has programmed \$550,000 to complete the preliminary design, environmental documents, and final design for a Paradise Transit Center. Although BCAG has provided the funding and is overseeing the consulting team, BCAG is actively seeking the Town's approval on both the project site and most of the project design elements.

### Analysis:

For several years prior to initiating the formal study of the Paradise Transit Center, BCAG and Town staff informally evaluated more than 20 locations along existing transit routes and potential candidates for a new bus transfer facility. Generally, the sites were along one or more of the existing transit routes and were in areas with appropriate land use designations and adjacent existing land uses.

In 2017 the newly-hired consultant team considered all the prior work and initially identified the four (4) most appropriate project locations.

1. Southeast corner of Skyway and Foster Road
2. Southeast corner of Almond Street and Birch Street (current location)
3. Northwest and northeast corners of Black Olive Drive and Birch Street
4. Southwest corner of Skyway and Pearson Road

During preliminary site evaluation, the Skyway/Pearson location was eliminated from further consideration for a variety of reasons, including impact on traffic and transit operations, and associated safe access for all modes of transportation.

The three remaining, most viable alternatives, are shown in the exhibit below.



The proposed facility is expected to consist of the following elements.

- Three concrete bus bays able to accommodate 40' buses
- Passenger shelters with seating
- Bike racks/lockers
- Pedestrian walkways & curb ramps to meet ADA (accessibility) requirements
- Wide sidewalks along bus bays for ADA ramp deployment at any position along bay
- Short term parking for passenger drop off and pickup
- Landscaping, irrigation, and storm rain systems
- Information Kiosk structure for transit system route maps
- Restrooms for bus operators, including a small septic system

BCAG also recommends the Town consider other potential elements of the facility that would benefit the adjacent area. For instance, the Spencer Avenue Transit Center in Oroville was designed to reduce vagrancy in the corridor, calm speeding traffic, enhance aesthetics, rehabilitate failed pavements, and better connect to the adjacent commercial uses.

Although none of the three candidate sites are expected to have any significant environmental issues, final site selection and project approval should occur following completion of the environmental studies and approval of environmental documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

BCAG is scheduled to approve the CEQA document and select a final alternative, consistent with the Town's preference. The NEPA document will be approved by the Federal Transit Administration.

**Financial Impact:**

There is no financial impact associated with providing direction to staff on a preliminary preferred site. The preliminary design, environmental documents, and final design for a Paradise Transit Center is being funded by BCAG, and BCAG is actively seeking funding for the project construction.

If the project moves forward and is constructed, BCAG's typical model is to split the operational costs with the local agency. These costs would be funded using available transit allocations through B-Line budgeting process.



**Town of Paradise  
Council Agenda Summary  
Date: August 8, 2017**

**Agenda Item: 6(b)**

**Originated and:** Lauren Gill, Town Manager  
**Reviewed by**

**Subject:** Concur with the Attached Response for the 2016-17 Butte County Grand Jury's Final Report, as Required by Penal Code Section 933 and 933.05

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**COUNCIL ACTION REQUESTED:**

- (1) Authorize the Town Manager to send the attached letter to Presiding Judge, Robert A. Glusman responding to findings/recommendations in the 2016-17 Butte County Grand Jury Report

**Background:**

During its 2016-17 session, the Butte County Grand Jury reviewed several issues in Butte County. According to Penal Code Sections 933(c) and 933.05, the Council, and sometimes individual departments, is required to respond to the findings and/or recommendations in the report. The final and official response should come from the Town Council as a whole; therefore, Council is being asked to concur with the response letter before submitting to the Grand Jury.

**Discussion:**

The 2016-17 Grand Jury report covered several topics that had findings/recommendations for the Town to respond to regarding Measure C, the lack of wastewater treatment, fleet services, police services, and deteriorating roads.

The Town is not required to necessarily agree with the findings/recommendations, but is asked to acknowledge the findings and recommendations and submit a response within the 90 days. The attached letter addresses all of the requirements of the 2016/17 Grand Jury Report.

**Fiscal Impact Analysis:**

None



July 31, 2017

The Honorable Robert A. Glusman, Presiding Judge  
Superior Court of California, County of Butte  
One Court Street  
Oroville, CA 95965

Re: Response to the FY 2016-17 Grant Jury Report

Dear Honorable Judge Robert A. Glusman:

On behalf of the entire Paradise Town Council and the citizens of the Town of Paradise, I would like to thank each of the 2016-17 Grand Jury members for their service to our community. The Town Council has reviewed the conclusion, findings, and recommendations as written in the 2016-17 Grand Jury Final Report. Based upon Penal Code Sections 933(c) and 933.05, the Town Council, Town Manager and Town Engineer are pleased to have the opportunity to provide the following responses, as requested by the Grand Jury Report.

### CONCLUSION

*The TOP is cognizant of the significant challenges it faces with respect to aging and deficient infrastructure. Management is transparent in its effort to be fiscally responsible. They recognize that Measure C is a temporary fix and are to be commended for being proactive in planning for when it expires. The purchase of modern equipment, supplies, and vehicles for many of the departments, made possible by measure C, has improved efficiency and morale. However, a long-range plan to provide for the infrastructure needs should be a top priority for TOP. In order to achieve this, the town must engage its greatest resource: the creative and volunteering spirit of its citizens. (2016-17 Butte County Grand Jury Report.)*

### FINDINGS

*F1. Measure C has been successful in the preservation of public services, such as police protection, fire suppression, street maintenance and animal control, while also providing a short-term solution for capital improvement and equipment funding.*

*F2. The lack of a waste water treatment system limits the town's future growth and burdens residents with high maintenance and replacement costs for private septic tanks and leach fields.*



*F3. The TOP fleet includes more than 100 vehicles and pieces of equipment currently maintained by a staff of one mechanic.*

*F4. Police Services is under-staffed and experiencing an increasing turnover rate combined with recruitment difficulties.*

#### RECOMMENDATIONS

*R1. The TOP town council should consider a vote to extend Measure C prior to its expiration in 2021.*

*R2. The TOP should urgently pursue one of the two preferred options for the proposed sewer project identified by the most recent feasibility study.*

*R3. The TOP should develop a long-term fiscal plan to address deficiencies in street, storm water drainage pipes and wastewater treatment.*

*R4. The TOP should hire another mechanic or shop assistant for fleet maintenance by FY 2017-18.*

*R5. The TOP should consider facility improvements to the fleet maintenance shop, possibly a canopy to provide protection from the elements when repairing vehicles or equipment in the shop driveway. This should be completed by FY 2018-19.*

#### **Town of Paradise Responses:**

##### **Measure C**

*Grand Jury Finding F1. Measure C has been successful in the preservation of public services, such as police protection, fire suppression, street maintenance and animal control, while also providing a short-term solution for capital improvement and equipment funding;*

*Grand Jury Recommendation R1. The TOP town council should consider a vote to extend Measure C prior to its expiration in 2021.*

Measure C was passed by the Paradise voters on November 4, 2014, became effective April, 2015, and automatically expires in 2021. The Town Council and Town Manager agree with Finding F1 that Measure C is extremely successful in providing a higher level of safety and a better quality of life for the residents of Paradise as Measure C helps support police, fire, roads and animal control.

Measure C is also instrumental in boosting employee morale because it shows our firefighters and police officers that our community supports our overall objective--to make Paradise a safe place to raise a family while protecting our beautiful, small-town quality of life. A nine member citizen oversight committee was established to give the citizens a higher level of trust in the Measure C accounting process.

The Town is now entering into its third year of the six year Measure C tax cycle. The additional revenue that Measure C brought to the community's coffers resulted in the following public safety purchases and road projects.

Fiscal Year 2015/16

New Investigation Sgt at PD  
 Sponsor 2 Police Academy Cadets  
 3 Police cars (Ford Interceptors)  
 Police Body Cameras  
 Police K9 Program  
 Enhanced Police Officer Training  
 LiveScan Machine for Police Dept.  
 Police Dept. siding and repairs  
 Maintain Cal Fire Contract  
 New Fire Engine  
 Firefighter breathing apparatus  
 Exhaust extraction unit for Fire Station  
 Increased Hours for AC Officer  
 Press. Wash/Sanit. Unit at Animal Shelter  
 Pedestrian Safety Crossings  
 Pearson Road Overlay/Drainage Project

Fiscal Year 2016/17

Increased hours for AC Officer  
 Training for Animal Control Officer  
 Animal Control System Training  
 Supplies for animals at the Shelter  
 4 Animal Isolation Units  
 Online Dog Licensing setup  
 Maintain Cal Fire Contract  
 New Fire Engine  
 Matching funds for SCBU's  
 2<sup>nd</sup> Detective for Police Department  
 3 new Police Vehicles  
 Body Cameras (Year 2 of 5)  
 Police Officer Training  
 K9 Program training, food, vet costs  
 Sponsor 2 Police Academy Cadets  
 Patrol Cameras with durable cases  
 PD Men's Locker room floor repair  
 2<sup>nd</sup> Phase of PD Siding replacement  
 2016 Road rehabilitation project

Fiscal Year 2017/18

Funds for 2 Animal Control Officers  
 Training for AC Officers  
 Computer for AC Supervisor  
 Online dog licensing maintenance  
 Rendering setup and maintenance  
 Concrete Repair at Animal Shelter  
 Maintain Cal Fire Contract  
 3 new Police Vehicles  
 Body Cameras (yr 3 of 5)  
 Police Officer Training  
 K9 Program, food, vet. costs  
 Police Dept. Roof replacement  
 Sponsor 2 Police Academy Cadets  
 Maxwell Dr. Safe Routes to School Project  
 Bille Rd. Overlay from Fern to Oliver  
 10% Fixed Reserve fund

In response to the Butte County Grand Jury recommendation to extend Measure C, the Town Council and Town Manager agree that the community has benefitted from this tax, but it is actually up to the voters to decide whether or not to agree to extend the tax. The Council received a recent budget update and projection that shows the Town's revenues will decline considerably without the benefit of the additional one-half percent sales tax revenue. What that means is that our Calfire contract will have to be reduced, our road projects will decline, and our public safety, including animal control will suffer under the reduced budgets.

An added benefit of having a local sales tax is that the community realizes a portion of online sales tax; whereas before Measure C we received nothing for online purchases. We know that buying local is very important because it supports the local economy and creates jobs. Paradise does not have a lot of retail opportunities and buying online is becoming a big trend. Therefore, receiving a small sales tax boost from purchases made online is a great benefit to the community as it helps to pay for our public safety and roads.

The Town Council and the Town Manager agree with recommendation R1; however, the Council can only vote to place a revenue enhancing item on the ballot, but ultimately the registered voters in our community must decide what level of service they want to receive and if they are willing to extend the sales tax measure. The Town Council and Town Manager agree to place an item on a future Town Council agenda to consider whether or not to place such item before the voters at an upcoming election.

### **Wastewater Treatment**

*Grand Jury Finding F2. The lack of a waste water treatment system limits the town's future growth and burdens residents with high maintenance and replacement costs for private septic tanks and leach fields;*

*Grand Jury Recommendation R2. The TOP should urgently pursue one of the two preferred options for the proposed sewer project identified by the most recent feasibility study.*

The Paradise Town Council and Town Manager agree with this finding and recommendation. The Town of Paradise received a grant for an independent feasibility study to determine the best option for wastewater

treatment *only for certain, specified areas of town*--mainly the commercial corridors and the downtown central business district. It is not recommended to be a town-wide system. Most residences in Town would remain on individual, on-site septic systems. The proposed wastewater treatment option may; however, include a septage receiving station that would be able to process solids from residential and commercial septic tanks—a local option could result in lower costs.

After a year of public meetings, public input, stakeholder meetings and technical advisory recommendations, the Town Council held an Adjourned Town Council Meeting on July 11, 2017, at 6:00 p.m., at the Paradise Performing Arts Center to deliberate and make a final decision as to the consultant's findings. The Paradise Town Council made the following motion, which is consistent with the Grand Jury's recommendation:

Acknowledge and accept Bennett Engineering's Town of Paradise Sewer Project, Alternatives Analysis and Feasibility Report: Determining a Preferred Option for Implementation; and,

- a. Select the Direct Connection to the City of Chico Water Pollution Control Plant *and* a wastewater treatment plant, with or without reuse, as alternatives to bring forward in the environmental process.
- b. Commence efforts with the City of Chico to determine with certainty if they are willing to negotiate a regional connection and draft a letter from the Town of Paradise Town Council to the City of Chico Council bringing them up to speed on what we have accomplished so far.
- c. Defer Special Assessment District Formation until adequate funding has been identified for construction of the selected alternative.
- d. Engage state and federal representatives on project need and alternative grant funding options.
- e. Secure additional grant funding for preliminary design and environmental studies.

### **Fleet Mechanic**

*Grand Jury Finding F3. The TOP fleet includes more than 100 vehicles and pieces of equipment currently maintained by one mechanic; and Grand Jury Recommendations R4-The TOP should hire another mechanic or shop assistant for fleet maintenance by FY 2017-18;*

*Grand Jury Recommendation R5. The TOP should consider facility improvements to the fleet maintenance shop, possibly a canopy to provide protection from the elements when repairing vehicles/ equipment in the shop driveway. This should be completed by FY2018-19*

The Town of Paradise is a small town with a small staff and a limited budget. Several town departments (Human Resources, IT, Code Enforcement and fleet mechanic) are all one person departments. The Town's current staff structure is mainly driven by limited funds and not by choice or best practices. We realize that all of our one person departments are critical to our mission and could use additional help; however, the Town is like many other cities that function in a constant state of balancing priorities and needs. We have many critical priorities and needs that are carefully considered through the budget process. Although our revenues are insufficient to meet all needs, we make tough decisions and move bravely forward balancing our budget priorities with our critical needs while providing the highest and best possible customer service to our residents. Measure C has been a major contributing factor in being able to carry our mission forward while making progress in creating financial stability for the organization. We remain hopeful that we can afford to hire

additional help in the near future, but cannot commit to a timeframe; however, we are currently planning an additional covered bay for the mechanic with a lift for heavy equipment to improve working conditions. An extension of Measure C sales tax would also help in providing a solution to these two Grand Jury recommendations. So although the Town Council, Manager and Engineer agree with this finding and recommendation, we will be closely monitoring our budget situation before hiring additional personnel.

### **Police Services**

*Grand Jury Finding F4. Police Services is under-staffed and experiencing an increasing turnover rate combined with recruitment difficulties.*

We agree with this finding and have been working diligently to fill our open, budgeted positions. Although there is an overall shortage of qualified police officers in the State, we are in a continual search to fill open positions with highly qualified candidates. We are currently sponsoring two cadets through the academy and will try to pick up one more to fill our three open positions. Once the three positions are filled, we will have all of our budgeted positions filled. This will go a long way towards reducing employee overtime and burnout. An extension of the Measure C sales tax would be a major help by allowing us to afford extra temporary positions as needed (e.g. detective, crime support, overtime, and other positions to address public safety issues that we simply cannot afford with our current budget.)

### **Streets and storm water deficiencies**

*Grand Jury Recommendation R3. The TOP should develop a long-term fiscal plan to address deficiencies in street, storm water drainage pipes and wastewater treatment.*

The Paradise Town Council just approved two items that address the Grand Jury's recommendation. These two items will be used to address deteriorating infrastructure and road safety concerns. Both of these items will place the Town in a better position to address critical needs concerning our streets/roadways and ensure we are in a state of readiness to apply for and receive federal/state grant funding for road projects.

The first item is a pavement management system that will provide up-to-date information on street conditions and maintenance/replacement costs. The information will be used to prioritize funding and address the most critical road issues first. It will also provide us with a funding scenario required to meet all of our road needs.

The second item is a town-wide Systemic Safety Analysis Report (SSAR). Systemic analysis is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. The goal of the SSARP is to help local agencies identify safety projects to submit for Highway Safety Improvement Program (HSIP) funding consideration. The Town of Paradise has received a grant for this project.

This concludes the Town's requested responses to the 2016-17 Grand Jury Report. On behalf of the Town Council and the Town staff, I would like to again thank the Butte County Grand Jury for thoroughly and thoughtfully examining issues that affect our community.

Sincerely,

Scott Lotter,  
Mayor, Town of Paradise



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 8, 2017**

**AGENDA No:6(c)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer

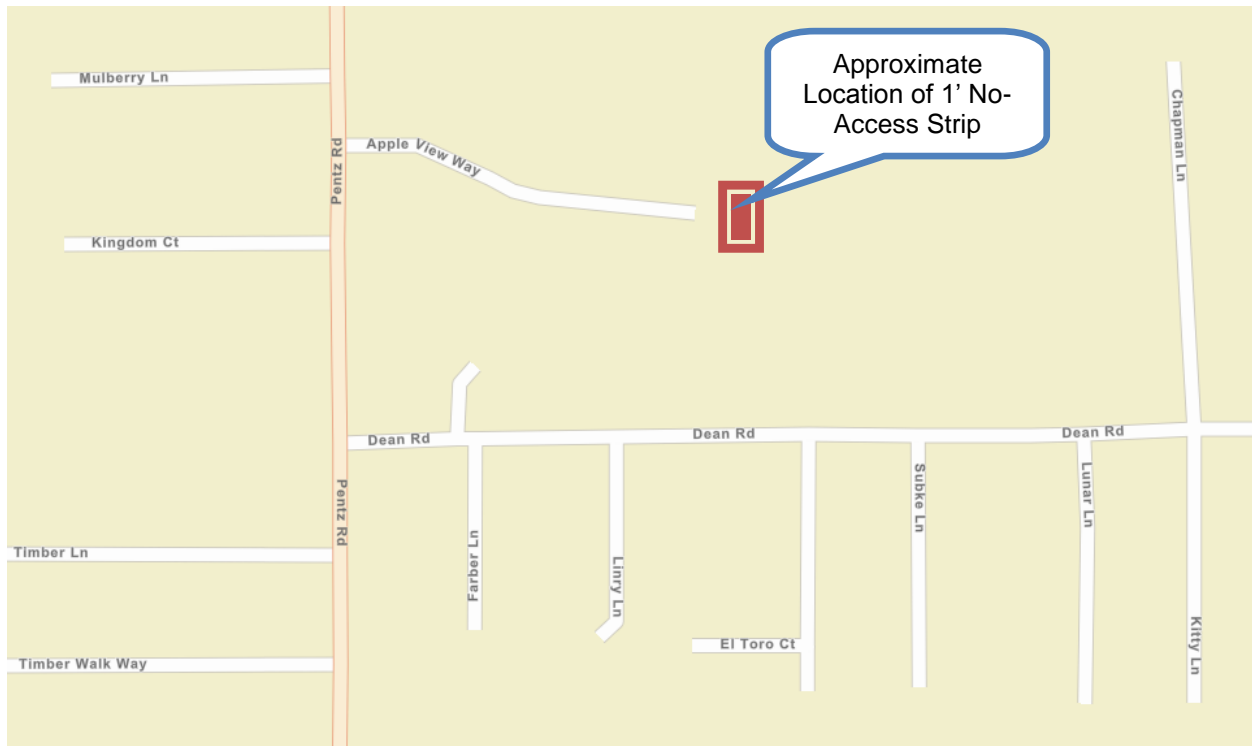
**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Noble Abandonment Application

**COUNCIL ACTION REQUESTED:**

1. Concur with staff recommendation to deny Abandonment Application #EN17-00055 affecting APN 050-430-014,15; OR
2. Provide alternative direction to staff

**BACKGROUND:** On May 28, 2017, NorthStar Engineering, on behalf of the Noble Family Trust, filed an application to abandon a one foot wide “no access strip” adjacent to their Orchard property along Pentz Road. The no access strip is at the east end of Apple View Way and was intended to prevent access from the Orchard property to Apple View Way and vice versa. Recordation of the no access strip and its offer of dedication to the Town of Paradise was required as a condition of approval for the Highland Acres Subdivision No. 2 Map that was recorded in October 1981, shortly after the incorporation date of the Town of Paradise.



**DISCUSSION:** Currently, the Noble Orchard property has public street access to Pentz Road and Dean Road. There is no proposed development for the Noble Orchard property that necessitates the abandonment of the no access strip.

NorthStar Engineering also filed a lot line adjustment application that, if approved, would limit access of the portion of the Noble property affected by the no access strip to Dean Road, a public street. The Noble family has indicated that the value and marketability of the resulting Noble parcel abutting the no access strip would be increased if the no access strip were to be abandoned by the town. However, it is staff's recommendation that the abandonment should only be associated with a future development project (e.g., land division) that incorporates through access to both Apple View Way and Dean Road and necessitates the abandonment. Staff believes that was the original intent of the no access strip. The design of the project could include proposed abandonment at that time. Staff expects that such a project would be beneficial, since the zoning assigned to the site (RR-2/3) since 1995-96 will accommodate such a project. While the removal of the no-access strip may be beneficial in the future for dual access routes for fire and emergencies, there appears to be no outright public benefit at this time.

**FINANCIAL IMPACT:** There is no financial impact to the Town for either concurring with staff's recommendation or approving the abandonment. All fees for the abandonment are paid by the project applicant.



*Annual Conference  
Resolutions Packet*

*2017 Annual Conference Resolutions*



*Sacramento, California  
September 13 – 15, 2017*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

**POLICY COMMITTEES:** One policy committee will meet at the Annual Conference to consider and take action on the resolutions referred to it. The committee is Public Safety. The committee will meet from 9:00 – 11:00 a.m. on Wednesday, September 13, at the Hyatt Regency. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 14, at the Hyatt Regency in Sacramento, to consider the report of the policy committee regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 14. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224



## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 13  
Hyatt Regency Sacramento  
1209 L Street, Sacramento  
**9:00 – 11:00 a.m.:** Public Safety

### **General Resolutions Committee**

Thursday, September 14, 1:00 p.m.  
Hyatt Regency Sacramento  
1209 L Street, Sacramento

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 15, 12:30 p.m.  
Sacramento Convention Center  
1400 J Street, Sacramento

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number                      Key Word Index                      Reviewing Body Action

		1	2	3
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1 - Policy Committee Recommendation  
to General Resolutions Committee  
2 - General Resolutions Committee  
3 - General Assembly

**PUBLIC SAFETY POLICY COMMITTEE**

		1	2	3
1	Implement Strategies to Reduce Negative Impacts of Recent Changes to Criminal Laws			
2	Local Control for Emergency Medical Response			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

## **KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)**

Resolutions have been grouped by policy committees to which they have been assigned.

### **KEY TO REVIEWING BODIES**

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### **KEY TO ACTIONS TAKEN**

- A     Approve
- D     Disapprove
- N     No Action
- R     Refer to appropriate policy committee for study

### **ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

- a     Amend+
- Aa    Approve as amended+
- Aaa   Approve with additional amendment(s)+
- Ra    Refer as amended to appropriate policy committee for study+
- Raa   Additional amendments and refer+
- Da    Amend (for clarity or brevity) and Disapprove+
- Na    Amend (for clarity or brevity) and take No Action+
- W     Withdrawn by Sponsor

### **Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

**2017 ANNUAL CONFERENCE RESOLUTIONS**

**RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE**

**1. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSION WITH LEAGUE AND OTHER PUBLIC SAFETY STAKEHOLDERS TO IDENTIFY AND IMPLEMENT STRATEGIES THAT WILL REDUCE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW**

Source: City of Whittier

Concurrence of five or more cities/city officials: Cities: La Mirada; Lakewood; Monrovia; Pico Rivera; Rolling Hills; Santa Fe Springs; and South Gate

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

**WHEREAS**, during the past several years, State legislative changes have made fundamental alterations to the fabric of California’s criminal justice system. Many of those changes have been needed and necessary, as not all crimes should be punished with jail sentences; and

**WHEREAS**, California cities, counties, and the State, however, are facing increased crime which endangers the health and safety of police officers, residents, business owners, and property due to some of these legislative changes which created a situation where violent and career criminals are serving little to no prison time; and

**WHEREAS**, negative impacts from State legislative changes have been far reaching and crime rates and the number of victims are skyrocketing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders; and

**WHEREAS**, incentives for offenders to voluntarily enroll in substance abuse programs have diminished, which has had the effect of eroding the safety of our communities; and

**WHEREAS**, AB 109 transferred nearly 45,000 felons from the State prison system to local jail facilities, which were not designed to house criminals on a long-term basis and were unprepared for such an increase in incarcerations, resulting in lower-level criminals being released early, directly impacting rising property crime rates throughout the State; and

**WHEREAS**, many probationers who have severe mental illness are released into communities where they continue to commit crimes that adversely impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

**WHEREAS**, Proposition 47, The Safe Neighborhoods and Schools Act, downgraded a number of serious crimes from felonies to misdemeanors—drug possession, repeated shoplifting, forging checks, gun theft, and possession of date-rape drugs; and

**WHEREAS**, Proposition 57 categorizes rape by intoxication, rape of an unconscious person, human trafficking involving sex with minors, drive-by shooting, assault with a deadly weapon, domestic violence, hate crime causing physical injury, and corporal injury to a child as “non-violent” felonies and offenders convicted of violating such laws are able to avoid appropriate prison sentences; and

**WHEREAS**, under Proposition 57, criminals who commit multiple crimes against multiple victims will be eligible for release at the same time as offenders who only committed a single crime against a single victim and allows repeat criminals to be eligible for release after the same period of incarceration as first time offenders; and

**WHEREAS**, cities must join together to voice their concerns for these legislative changes that have created an adverse impact on the safety of residents and businesses in local communities.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Sacramento on September 15, 2017, to:

1. Direct League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent and future criminal law based on appropriate documentation by local agencies to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.
2. Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.
3. Continue to advocate to place into law that for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following:
  - Murder or voluntary manslaughter.
  - Mayhem.
  - Rape.
  - Sodomy by force, violence, duress, menace, or threat of great bodily harm.
  - Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
  - Lewd acts on a child under the age of 14 years.
  - Any felony punishable by death or imprisonment in the state prison for life.
  - Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven.
  - Attempted murder.
  - Assault with intent to commit rape or robbery.

- Assault with a deadly weapon or instrument on a peace officer.
  - Assault by a life prisoner on a non-inmate.
  - Assault with a deadly weapon by an inmate.
  - Arson.
  - Exploding a destructive device or any explosive with intent to injure.
  - Exploding a destructive device or any explosive causing great bodily injury.
  - Exploding a destructive device or any explosive with intent to murder.
  - Robbery.
  - Kidnapping.
  - Taking of a hostage by an inmate of a state prison.
  - Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
  - Any felony in which the defendant personally used a dangerous or deadly weapon.
  - Escape from a state prison by use of force or violence.
  - Assault with a deadly weapon.
  - Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22.
  - Carjacking.
  - Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
  - Throwing acid or flammable substances with intent to injure.
  - Continuous sexual abuse of a child.
4. Request the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.
  5. Encourage the collection and organization of real world data from cities and counties on the universe of post-release community supervision (PRCS) offenders.
  6. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of recent policy changes to the criminal justice system.
  7. Call for the Governor and the Legislature to work with the League and others stakeholders to consider and implement such criminal justice system reforms.

//////////

## **Background Information on Resolution No. 1**

**Source:** City of Whittier

### **Background:**

During the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Some changes have been needed, as not all crimes should be punished with jail sentences. These changes included AB 109 as well as Propositions 47 and 57.

Approved in 2011, AB 109 was approved, transferring nearly 45,000 felons from the State prison system to local jail systems, resulting in lower-level criminals being released early. Then, Proposition 47, so called The Safe Neighborhoods and Schools Act, was approved by California voters in 2014. It reclassified and downgraded a number of serious crimes from felonies to misdemeanors. Similarly, Proposition 57, called The Public Safety and Rehabilitation Act, was approved by voters in 2016 and allows the State to provide for the release of up to 30,000 criminals convicted of "non-violent" felonies, including rape by intoxication, driveby shooting, human trafficking involving sex act with minors, assault with a deadly weapon, to name a few. Additionally, under Prop 57 repeat criminals are eligible for release after the same period of incarceration as first time offenders.

Now, California cities and counties are facing increasing crime rates which are being connected to these legislative actions which created a situation where violent and career criminals are serving little to no prison time while low-level offenders commit multiple crimes with limited consequences. This increasing level of crime endangers the health and safety of our residents, police officers, and property. Negative impacts from these State legislative changes have been far reaching, and crime rates and the number of victims are increasing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders.

As an example, the Public Policy Institute of California reports since 2015:

- California has experienced an uptick in overall crime
- Property crime is up 145%, violent crime up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB109

To make matters even worse, during the past two years we've seen officers shot, wounded and killed in communities throughout California including Whittier, Downey, Lancaster, Palm Springs, San Diego, Stanislaus County, and Modoc County. Further, the number of U.S. police officers killed in the line of duty hit a five-year high in 2016. The National Law Enforcement Officers Memorial Fund's preliminary report shows that this year's 135 fatalities were a 10% increase over the 123 officers who died in the line of duty last year.



When taken together the increases in crime in our communities and reductions in arrests for many crimes plus violent attacks against police officers underscores the need for a call to action amongst California's state and local leaders. This conference resolution is an important first step and seeks to initiate both a dialogue as well as actions to begin reforming California's criminal justice system by requesting that League staff analyze the negative impacts of recent criminal law, identify necessary changes, and work with stakeholders to promote support for such advocacy efforts. The resolution also calls on the Governor, Legislature, cities, and other stakeholders to work together toward reforms.

The resolution contains three specific reforms:

1. Address Issues with AB 109

The conference resolution promotes the amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.

2. Revise the Definition of Violent Crime

The resolution calls for the League to advocate to place into law for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following crimes:

- Murder or voluntary manslaughter
- Mayhem
- Rape
- Sodomy by force, violence, duress, menace, or threat of great bodily harm
- Oral copulation by force, violence, duress, menace, or threat of great bodily harm
- Lewd acts on a child under the age of 14 years
- Any felony punishable by death or imprisonment in the state prison for life
- Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven
- Attempted murder
- Assault with intent to commit rape or robbery
- Assault with a deadly weapon or instrument on a peace officer
- Assault by a life prisoner on a non-inmate
- Assault with a deadly weapon by an inmate
- Arson
- Exploding a destructive device or any explosive with intent to injure
- Exploding a destructive device or any explosive causing great bodily injury
- Exploding a destructive device or any explosive with intent to murder
- Robbery
- Kidnapping
- Taking of a hostage by an inmate of a state prison

- Attempt to commit a felony punishable by death or imprisonment in the state prison for life
- Any felony in which the defendant personally used a dangerous or deadly weapon
- Escape from a state prison by use of force or violence
- Assault with a deadly weapon
- Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22
- Carjacking
- Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
- Throwing acid or flammable substances with intent to injure.
- Continuous sexual abuse of a child.

3. Data Sharing

The resolution requests the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

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**League of California Cities Staff Analysis on Resolution No. 1**

Staff: Tim Cromartie  
 Committee: Public Safety

**Summary:**

This Resolution seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors, and Proposition 57 (2016), which revised the rules of parole for what are designated “non-violent” offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

This Resolution would direct staff to seek legislation expanding the term “violent felony” as defined in the California Penal Code; to tighten the criteria for the release of non-violent, non-serious, non-sex offender inmates; to mandate consideration of an inmate’s entire criminal history as part of the deliberations involving whether to grant individual parole; and to consider creation of a task force that would be charged with issuing a report recommending further changes in law, and supported by documentation collected by local agencies and other key stakeholders.

**Background:**

Since 2011, changes in state law, starting with AB 109, altered the fabric of California’s criminal justice system. In 2011, AB 109 began to shift nearly 45,000 felons from the state prison system to local county jails. Prior to AB 109, many of California’s more heavily populated counties already had jail systems that were operating under court-ordered or self-imposed population caps. As a result, AB 109 implementation triggered changes in that county jails experienced over time an influx of a rougher class of offender, and many lower level petty criminals committing new offenses were simply booked and released, serving no jail time at all.

Proposition 47 followed in 2014, reclassifying a host of felony offenses as misdemeanors and increasing the threshold amount for a felony charge of grand theft from \$450.00 to \$900.00. The effect of this change was to significantly stimulate the volume of petty theft, shoplifting, auto theft, and organized retail theft (shoplifting involving multiple persons with cell phones, designated getaway drivers, and a pre-determined escape route often involving a short trip to a major highway). Proposition 57, approved by voters in 2016, facilitates the potential early release of a large number of “non-violent” offenders by providing that inmates are eligible for parole once they have served 100% of their base sentence, without regard to any time served as a result of any sentencing enhancements. The universe of “non-violent” offenders could include individuals who have committed the following offenses: rape by intoxication, attempted drive-by shooting, assault with a deadly weapon, throwing acid with the intent to disfigure, to name but a few offenses. Since current law defines a “non-violent offender” based on the individual’s most recent commitment offense, even if the individual is a repeat offender, the State Parole Board must still consider that person’s parole application.

This state of affairs includes factors such as a higher proportion of offenders at large on our city streets, many of whom have had little in the way of rehabilitation programming while incarcerated, some with drug habits, who are more violent now than when initially incarcerated. Unless they engage in major illegal activity (murder, rape, arson, armed robbery), the available sanctions for any violations they commit, such as flash incarceration, i.e. temporary incarceration for 48-72 hours in a city or county jail, scarcely provide a meaningful deterrent to further criminal activity.

Communities in California are now facing increasing crime rates which can be linked to these recent legislative changes, which probation officers and local law enforcement are struggling to monitor and contain a situation in which a dramatically increase universe of offenders are at large in our communities.

The Public Policy Institute of California reports that since 2015:

- California has experienced an increase in overall crime
- Property crime is up 145%
- Violent crime is up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB 109

**Support:**

Cities of La Mirada, Lakewood, Monrovia, Pico Rivera, Rolling Hills, Santa Fe Springs, and South Gate

**Opposition:**

None received.

**Fiscal Impact:**

The collective and cumulative effect of the current criminal justice policies has led to increased pressure on county general funds for increased resources for probation supervision and incarceration in county jails, as well as identical pressure on municipal general funds related to increased law enforcement activity and in some areas, increased emergency medical services calls. Should the objectives outlined by the resolution be achieved, those pressures will be alleviated to a significant but undetermined amount.

**Comment:**

This measure is a response to a trend of rapidly mounting frustration among cities beset by calls for more law enforcement resources as a result of ongoing, sustained criminal activity. There is a growing sense among law enforcement professionals and local elected officials that current policies which have reduced criminal penalties, reclassified felonies as misdemeanors and facilitated what amounts to early release of many offenders who are not truly non-violent, will in time result in a high-profile tragedy involving significant loss of life.

**Existing League Policy:**

In regard to incarceration policy, the League supports stiffer penalties for violent offenders. In 2014, the League joined the California Police Chiefs in opposing Proposition 47, which reduces sentencing penalties for specified non-serious and non-violent drug and property crimes. It directed that the following offenses would be treated as misdemeanors, in most instances irrespective of the circumstances:

- Commercial Burglary
- Forgery
- Passing Bad Checks
- Grand Theft
- Receipt of Stolen Property
- Petty Theft with a Prior Offense
- Drug Possession

In 2013, the League Board of Directors approved a resolution pertaining to AB 109 (2011), which implemented Public Safety Realignment and brought significant changes to the state's incarceration policy. Specifically, it provided that specified categories of felony offenders previously sentenced to state prison, would prospectively be sentenced to terms in county jails.

The League's Resolution had two significant components relevant to this resolution:

- 1) It urged the Governor's office to adjust the implementation of Public Safety Realignment so that the criteria examined to evaluate the appropriateness of release of non-violent, non-serious, non-sex offender inmates would include their total criminal and mental

history, instead of merely the most recent criminal conviction for which they are currently committed; and

- 2) It urged the Governor's office to expedite the development of an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

Finally, the League in 2016 opposed Proposition 57, which altered rules for parole eligibility for non-violent felons, potentially facilitating parole before an individual has served any time toward a sentencing enhancement, and ushered in new rules for good time behavior seeking to incentivize inmates to undergo rehabilitation programming of an educational/vocational nature.

## **RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE**

### **2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

Source: City of Tracy

Concurrence of five or more cities/city officials: Cities: Lathrop, Lodi, Manteca, Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

**WHEREAS**, Government Code Section 38611 was last amended in 1957 and does not contain language clarifying the broad scope of emergency services as provided by present day fire departments; and

**WHEREAS**, Government Code Section 38611 requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body; and

**WHEREAS**, pursuant to Section 7 of Article XI of the California Constitution, municipal governments are vested with police power which imposes on the responsibility to protect public safety and public health and municipal governments must provide or contract for fire and/or emergency medical services; and

**WHEREAS**, the local provision of fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property is critical to the public peace, health, and safety of the state; and

**WHEREAS**, local fire and/or emergency medical services are financed by local taxpayers and the availability and use of such services is determined by the local governing body of the jurisdiction to which services are directly provided; and

**WHEREAS**, amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

**RESOLVED**, that the League of California Cities General Assembly, assembled at the League Annual Conference on September 15, 2017 in Sacramento, calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

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### **Background Information on Resolution No. 2**

**Source:** City of Tracy

**Background:**

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System. The statute also includes language that establishes “*The medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS Agency.*” In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970’s, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League of California Cities argued against depriving a city of local control over EMS service levels. The League of California Cities wrote, “*We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.*” Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201

Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become the epicenter on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes were the result of a failed county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

#### Proposed Amendment

The proposed amendment to Government Code Section 38611 would clarify local control and allow the local governing bodies to determine which services are directly provided within their respective jurisdictions. The existing law is extremely limited in scope having been last amended in 1957, at a time when fire departments did not routinely provide many of the specialized services of today. Changes in services provided include but are not limited to hazardous materials response, specialized rescue, and emergency medical services. The amendment aims to support the long-standing tradition in California of local control over the types, levels, and availability of these services.

////////

### **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Tim Cromartie  
Committee: Public Safety

#### **Summary:**

This resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

#### **Background:**

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System.

The statute also includes language that establishes “*The medical direction and management of an emergency medical services system shall be under the medical control of the medical director*”

*of the local EMS Agency.*” In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970’s, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League argued against depriving a city of local control over EMS service levels. The League wrote, “*We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.*” Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201 Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become one of the epicenters on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes have been attributed by some observers to a county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

**Support:**

Cities of Lathrop, Lodi, Manteca, City of Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

**Opposition:**

None received.

**Fiscal Impact:**

This resolution, if its directive can be achieved, will have no direct fiscal impact on cities. It will however, provide an atmosphere in which cities that have invested significant resources in building up and maintaining an independent EMS capability can have confidence that it will be deployed as intended.

**Comment:**

While this resolution calls for very specific action to clarify the rules governing emergency medical services, ideally it would be more generally worded to allow greater flexibility in pursuing legislative and other solutions to a problem that has existed for decades, spawning both legislation and multiple incidents of litigation.

However, it accurately expresses the legitimate frustration of cities in their efforts to provide emergency medical services (EMS) while abiding by the directives of their local emergency medical services authorities (LEMSA’s), which are county entities. Counties have broad



discretion under existing case law in how they administer EMS under the doctrine of medical control. To the degree there is dissatisfaction on the part of cities within a given county or counties, the following should be noted:

- 1) A task force convened by the California Emergency Medical Services Authority, the state entity with jurisdiction over this subject matter, made significant headway in crafting regulations governing the provision of ground emergency medical transport -- until disputes over local control and the criteria under which a local (municipal) agency could lay claim to the exclusive right to provide EMS in a specific operating area led to a lawsuit being filed by the California Fire Chiefs Association. That suit effectively suspended the work of the Task Force.
- 2) Over the past two decades, multiple attempts at legislation to resolve this issue have been tried, most without success. It was in part the multiple attempts at legislation that triggered the formation of the above-referenced task force.

**Existing League Policy:**

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc. as well as cities' authority and discretion to provide all emergency services to their communities.

The League supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

The League supports legislation to provide the framework for a solution to longstanding conflict between cities, counties, the fire service and LEMSA's particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

The League opposes legislation, regulations and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

The League supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

# **LETTERS OF CONCURRENCE**

Resolution No. 1

Implement Strategies to Reduce Negative Impacts of  
Recent Changes to Criminal Laws



**CITY OF LA MIRADA**  
*DEDICATED TO SERVICE*

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P.O. Box 828  
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July 11, 2017

**LETTER OF SUPPORT**

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2017 CONFERENCE RESOLUTION STRATEGIES TO IMPROVE NEGATIVE IMPACTS OF CRIMINAL LAW**

Dear Committee:

The City of La Mirada supports the League of California Cities Annual Conference Resolution proposed by the City of Whittier calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of La Mirada has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Specifically, since 2014 the City of La Mirada has seen property crime increase by 41 percent. The proposed resolution seeks to correct these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include one's total criminal and mental health history instead of only the most recent criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms to enhance public safety in our community. For these reasons, the City of La Mirada strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

**CITY OF LA MIRADA**

Ed Eng  
Mayor

EE:JB:vdr



Diane DuBois  
Mayor

July 10, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution – Notice of Support  
Strategies to Improve Negative Impacts of Criminal Law**

Dear Committee:

The City of Lakewood supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Like other cities, Lakewood has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts. These include:

- Request League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes and work with key stakeholders to promote support for resulting advocacy efforts.
- Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent."
- Request that the State improve the "Smart Justice" platform to allow state and local law enforcement agencies to rapidly share information to track offenders and encourage data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Lakewood strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

A handwritten signature in blue ink that reads "Diane DuBois".

Diane DuBois  
Mayor

# Lakewood



July 11, 2017

President JoAnne Mounce  
The League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Letter of Support for the Resolution Brought Forward by the City of Whittier Regarding the Unintended Negative Consequences of Recent Legislative Changes to California's Criminal Justice System**

Dear Ms. Mounce:

The City of Monrovia strongly supports the Resolution brought forth by the City of Whittier, which asks the League of California Cities (League) to initiate and facilitate further discussion between the Governor, the State Legislature, and other key public safety stakeholders regarding the legislative changes that have been made to California's criminal justice system during the past few years.

Taken together, Assembly Bill 109, Proposition 47, and Proposition 57 have reshaped how we approach public safety issues in our State. And certainly, the identified measures have resulted in measurable and positive impacts to California's criminal justice system, such as a decrease in the State prison system population. However, the cumulative effect of these legislative actions have had several significant unintended consequences, which have resulted in California cities now needing to address increasingly complex public safety challenges.

For example, in the City of Monrovia, violent and property crimes increased by 19% when comparing 2016 crime levels against 2015 rates. On-the-street information being provided by our Police Officers seems to correlate that the increasing levels of crime are connected with the legislative changes that have been enacted in California during the past several years. Additionally, the public safety issues we are experiencing in Monrovia are not occurring in a vacuum, as other neighboring jurisdictions are reporting similar concerns that impact our region as a whole.

Given these factors, we believe that California's overall criminal justice system needs to be carefully reexamined for potential methods to mitigate these emerging public safety issues. The City of Whittier's Resolution represents a positive first step, which includes the formation of a task force to examine possible criminal justice system modifications in greater detail. We believe that such a step would be a move in the right direction for California.

For these reasons, the City of Monrovia strongly supports the Resolution brought forth by the City of Whittier. Of course, please feel free to contact me if I can provide any additional information. I can be reached at (626) 932-5501, or via email at [ochi@ci.monrovia.ca.us](mailto:ochi@ci.monrovia.ca.us).

Best regards,

A handwritten signature in blue ink that reads "Oliver Chi".

Oliver Chi  
City Manager



**René Bobadilla, P.E.**  
City Manager

# City of Pico Rivera

## OFFICE OF THE CITY MANAGER

6615 Passons Boulevard · Pico Rivera, California 90660

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### City Council

Bob J. Archuleta  
*Mayor*

Gustavo V. Camacho  
*Mayor Pro Tem*

David W. Armenta  
*Councilmember*

Gregory Salcido  
*Councilmember*

Brent A. Tercero  
*Councilmember*

July 12, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Committee:

The City of Pico Rivera supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Pico Rivera has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Following are some specific impacts provided by the Pico Rivera Sheriff's Department:

**Part I crimes**

Robbery is up 10.26% in 2017 compared to 2016  
Larceny Theft is up 4.09% in 2017 compared to 2016

**Part II crimes**

Weapon Law is up 9.68% in 2017 compared to 2016  
Felony Transport & or Sales of controlled substance (except Marijuana) is up 44.44% compared to 2016  
Misdemeanor Possession of a Controlled Substance (excluding Marijuana) is up 56.06% compared to 2016  
Under the influence of Narcotic is up 28.57% in 2017 compared to 2016

The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

General Resolutions Committee

**2017 Conference Resolution – Strategies to Improve Negative Impacts of Criminal Law**

Notice of Support

July 12, 2017

Page 2

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make “violent offenses” include crimes that meet the plain language definition of “violent”.

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Pico Rivera strongly supports this resolution to strategically address criminal justice reforms.

Best regards,



René Bobadilla, P.E.  
City Manager  
City of Pico Rivera



July 12, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Members of the General Resolutions Committee:

As a member of the Rolling Hills City Council, I support the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and with other public safety stakeholders to identify and implement strategies that will relieve the unintended negative impacts of existing criminal law.

The City of Rolling Hills has seen increases in burglaries, mail/package theft and other property related crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The City has also seen a significant jump in identity theft. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".



General Resolutions Committee

July 12, 2017

Re: 2017 Conference Resolution Strategies to Improve Negative Impacts of Criminal Law -  
Notice of Support

Page 2

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, I strongly support this resolution to strategically address criminal justice reforms.

Sincerely,



Bea Dieringer  
Councilmember  
City of Rolling Hills

RC:BD:hl

07-12-17League Resolution Support.docx



July 11, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Committee:

The City of Santa Fe Springs supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Santa Fe Springs has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. In addition, the City of Santa Fe Springs contracts with the Whittier Police Department for Law Enforcement Services. In February, Whittier Police Department Officer Keith Boyer was gunned down by a AB 109 offender in a heinous act of indiscriminate violence. We feel strongly that AB 109 and the loosening of oversight and control over recidivist offenders was atleast partially responsible in Officer Boyer's death. We believe that the proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem  
City Council  
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora  
City Manager  
Thaddeus McCormack

July 10, 2017

Page 2

**2017 Conference Resolution**

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Santa Fe Springs strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,



William K. Rounds, Mayor  
City of Santa Fe Springs

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem  
City Council  
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora  
City Manager  
Thaddeus McCormack



# City of South Gate

8650 CALIFORNIA AVENUE + SOUTH GATE, CA 90280-3075 + (323) 563-9543  
WWW.CITYOFSOUTHGATE.ORG FAX (323) 569-2678

MARIA DAVILA, Mayor  
MARIA BELEN BERNAL, Vice Mayor  
DENISE DIAZ, Council Member  
JORGE MORALES, Council Member  
AL RIOS, Council Member

July 11, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 ANNUAL CONFERENCE RESOLUTION: STRATEGIES TO IMPROVE  
NEGATIVE IMPACTS OF CRIMINAL LAW-NOTICE OF SUPPORT**

Dear Committee:

As a Council Member of the City of South Gate, and a Member of the League's Public Safety Policy Committee, I am writing to express my support of the City of Whittier's 2017 Annual Conference Resolution (Resolution.) The proposed Resolution calls on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders, to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Cities in Los Angeles County have experienced increases in property crimes that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed Resolution seeks to remedy many of the negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The passage of this Resolution would provide a range of important League directives to address the growing public safety concerns in these communities. For these reasons, I strongly support this Resolution to strategically address criminal justice reforms.

Sincerely,

Jorge Morales  
Council Member

**LETTERS OF CONCURRENCE**  
Resolution No. 2

Local Control for Emergency Medical Response



**COSUMNES FIRE DEPARTMENT**

10573 E Stockton Blvd.  
Elk Grove, CA 95624

(916) 405-7100  
Fax (916) 685-6622  
www.yourcsd.com

July 13, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

**RE: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT  
CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

Dear President Mounce,

The Cosumnes CSD Fire Department, which encompasses the Cities of Elk Grove and Galt supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the Cosumnes CSD Fire Department supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Sincerely,

Michael W. McLaughlin  
Fire Chief

July 14, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Sent to Via Email to: Meg Desmond [mdesmond@cacities.org](mailto:mdesmond@cacities.org)<<mailto:mdesmond@cacities.org>

**Re: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

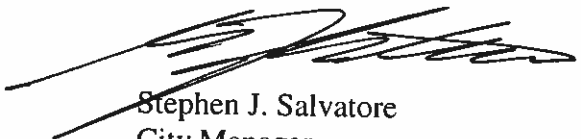
Dear President Mounce,

The City of Lathrop supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the City of Lathrop supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Thank you,



Stephen J. Salvatore  
City Manager

Cc: Members of the City of Lathrop City Council  
Lathrop Manteca Fire Chief, Gene Neely  
Tracy City Manager, Troy Brown  
Tracy Fire Chief, Randall Bradley  
Central Valley Regional Public Affairs Manager LOCC, Stephen Qualls

CITY COUNCIL  
DOUG KUEHNE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
MARK CHANDLER  
BOB JOHNSON  
JOANNE MOUNCE

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702 / FAX (209) 333-6807  
[www.lodi.gov](http://www.lodi.gov)    [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov)

STEPHEN SCHWABAUER  
City Manager  
JENNIFER M. FERRAILOLO  
City Clerk  
JANICE D. MAGDICH  
City Attorney

July 19, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING  
LEGISLATION AMENDING GC §38611 TO CLARIFY DEFINITION OF LOCAL  
CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL  
OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT  
EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

---

The City of Lodi supports the proposed resolution to support legislation amending Government Code §38611 to clarify the definition of local control providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Accordingly, we concur in the submission of the resolution for consideration by the League of California Cities General Assembly at its annual meeting on September 15, 2017.

Government Code Section 38611 does not contain language clarifying the broad scope of emergency services as provided by present day fire departments. The code requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body. Amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

The City of Lodi is in strong support of providing statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Sincerely,



Doug Kuehne  
Mayor, City of Lodi

DK/JMF

cc: Larry Rooney, Fire Chief, City of Lodi  
Randall Bradley, City of Tracy, [randall.bradley@ci.tracy.ca.us](mailto:randall.bradley@ci.tracy.ca.us)  
Stephen Qualls, League of California Cities, [squalls@cacities.org](mailto:squalls@cacities.org)





## CITY OF MANTECA - FIRE DEPARTMENT

1154 S. UNION ROAD • MANTECA, CA 95337  
(209) 456-8300 • FAX (209) 923-8936

July 13, 2017

League of California Cities  
1400 K Street, Suite 400  
Sacramento CA 95814

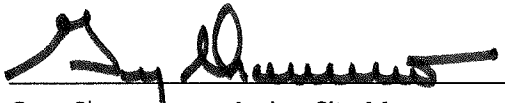
**RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

To Whom It May Concern:

This letter confirms that the City of Manteca supports the resolution on Emergency Medical Services submitted to the League of California cities by the City of Tracy. The City of Manteca believes that local control of Emergency Services is critical to ensure that the best possible service and protection of our citizens/taxpayers is provided.

We appreciate the City of Tracy's willingness to bring this crucial issue to the forefront.

Respectfully,

  
Greg Showerman, Acting City Manager

Date: 13 July 2017

  
Kyle Shipherd, Fire Chief

Date: 13 July 2017

MICHAEL TUBBS  
Mayor

ELBERT HOLMAN  
Vice Mayor  
District 1



# CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL  
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202  
209 / 937-8244 • Fax 209 / 937-8568

DAN WRIGHT  
District 2

SUSAN LOFTHUS  
District 3

SUSAN LENZ  
District 4

CHRISTINA FUGAZI  
District 5

JESÚS ANDRADE  
District 6

July 13, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

**SUBJECT: Resolution of the League of California Cities Supporting Legislation Providing Broad Statutory Authority for Local Officials to Determine Emergency Service Levels - SUPPORT**

Dear President Mounce,

On behalf of the City of Stockton, I wish to voice our support of the City of Tracy proposed resolution for consideration by League membership. Stockton supports this resolution for the following reasons:

- 1) The City of Stockton Legislative Program seeks the broadest authority for the City Council to make decisions locally, particularly related to the local exercise of police powers;
- 2) The City of Stockton Legislative Program advocates for efforts that impact the City's ability to enhance the well-being, quality of life, health, and safety of residents;
- 3) The City of Stockton has experienced challenges and frustrations in delivering the highest quality of emergency medical services to our residents due to provision of the Emergency Medical Services (EMS) Act.
- 4) Amendments to the EMS Act would clarify local control and allow governing bodies to determine which services are directly provided within their respective jurisdictions.

For these reasons, the City of Stockton concurs with and supports the City of Tracy proposed resolution for consideration by League membership.

MICHAEL TUBBS  
MAYOR

MT:cc

cc: Stockton City Councilmembers  
Kurt Wilson, Stockton City Manager



# City of Whittier

13230 Penn Street, Whittier, California 90602-1772  
(562) 567-9999 www.cityofwhittier.org



Joe Vinatieri  
Mayor

Cathy Warner  
Mayor Pro Tem

Josué Alvarado  
Council Member

Fernando Dutra  
Council Member

Bob Henderson  
Council Member

Jeffrey W. Collier  
City Manager

July 11, 2017

The Honorable Scott Lotter  
Mayor, City of Paradise  
5555 Skyway  
Paradise, CA 95969

Dear Mayor Lotter:

On March 28, 2017 the Whittier City Council adopted a resolution supporting AB 1408 (Calderon) and a second resolution supporting further crime legislation reform (both enclosed). We ask that the City of Paradise support these reforms.

Whittier continues to mourn the February 20, 2017 fatal shooting of Whittier Police Officer Keith Boyer and wounding of Whittier Police Officer Patrick Hazell. This tragic incident could have been avoided if state law had allowed the offender's appropriate incarceration for multiple probation violations and review of the offender's history of violent crime. The City Council also noted widespread increases in property crime and decreases in offender participation in rehabilitative mental health and drug programs that may also have resulted from State legislation and propositions, and considered measures that could reduce the potential negative impacts from existing criminal law.

### Assembly Bill 1408

Assembly Majority Leader Ian Calderon amended Assembly Bill 1408 on March 22, 2017 in response to the shooting of the two Whittier officers. AB 1408 would require revocation of probation if the offender has violated probation terms for a third time. The League of California Cities has analyzed the bill language as follows:

Existing law requires the Department of Corrections and Rehabilitation to provide specified information to local law enforcement agencies regarding an inmate released by the department to the agency's jurisdiction on parole or post-release community supervision, including a record of the offense for which the inmate was convicted that resulted in parole or post-

release community supervision. This bill would require the department to also provide the local law enforcement agency with copies of the record of supervision during any prior period of parole.

Existing law provides the procedure by which the Board of Parole Hearings considers an indeterminately sentenced inmate's suitability for parole and generally requires a panel of the board, or the board, sitting en banc, to grant parole on the inmate's minimum eligible parole date unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration. This bill would require the panel or board, sitting en banc, to consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

Existing law requires the county agency supervising the release of a person on post-release community supervision to petition a court to revoke, modify, or terminate post-release community supervision if the agency determines, following application of its assessment processes, that intermediate sanctions are not appropriate. This bill would require the county agency supervising the release of a person on post-release community supervision to also petition a court to revoke, modify, or terminate post-release community supervision if the person has violated the terms of his or her release for a third time. The bill would allow a peace officer to arrest a person without warrant who fails to appear at a hearing to revoke, modify, or terminate post-release community supervision. By imposing additional duties on county agencies administering post-release community supervision, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.

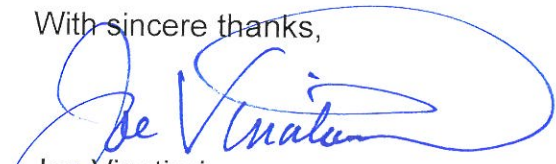
#### Additional Legislative Reforms

The City of Whittier is also interested in exploring additional strategies for reducing the unintended negative impacts of existing criminal law. For example, there is some interest in seeing parole hearings televised on the CAL channel so the public can watch. Another concept is to require enhanced sentencing if the violator is a member of a criminal gang. Also, Proposition 47 reduced all thefts to misdemeanors if they involve \$950 or less worth of cash or goods; one suggestion has been to find a way to drop the misdemeanor level to a lower level such as the previous \$450. Other potential measures might include the following strategies:

- Enable the courts to consider the totality of an offender's history when sentencing, rather than the most recent offense, to identify patterns of violence and escalating criminal behavior.
- Redefine violent crime to include resisting arrest and other crimes that involve force that are now classified as non-violent.
- Use County probation and State parole in such ways as to enable the oversight authority to return individuals to State prison for multiple violations.
- Mandate the use of State parole rather than County probation for suspects convicted of prior violent crimes.
- Redefine recidivism as incarceration, release, and return rather than requiring a prior offender to commit a new crime resulting in arrest, trial, conviction and incarceration.
- Encourage the timely release of Prop 47 funds as promised to invest in evidence-based rehabilitation and treatment programs.
- Seek increased State funding for AB109 sweeps by local law enforcement to assure compliance with the terms of release.
- Establish ineligibility for early release on violations of parole and probation sentences for those with violations of parole and probation that return them to custody.

We appreciate your thoughtful consideration of potential criminal law reform and solicit your support for AB 1408 and additional measures. We would be pleased to know if your City Council determines to adopt these resolutions or take other definitive actions toward this goal. We ask that upon adoption, you communicate your action to your state assembly member and state senator. Support from the City of Paradise is particularly important since your State Senator Jim Nielsen is a member of the Senate Appropriations Committee, which is soon considering such legislation. Please contact City Manager Jeff Collier at [jcollier@cityofwhittier.org](mailto:jcollier@cityofwhittier.org) or 562-567-9301 for further information.

With sincere thanks,

  
Joe Vinatieri  
Mayor

*Thanks!*

Enclosures: City of Whittier Resolutions

RESOLUTION NO. 8852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, SUPPORTING AB 1408, A STATE MEASURE TO REQUIRE REVOCATION OF PROBATION AFTER A THIRD VIOLATION

WHEREAS, on March 14, 2017 the City Council mourned the February 20, 2017 fatal shooting of Whittier Police Officer Keith Boyer and wounding of Whittier Police Officer Patrick Hazell, and considered measures that could reduce the potential negative impacts from existing criminal law;

WHEREAS, Assembly Majority Leader Ian Calderon has introduced AB 1408, which would require revocation of probation if the offender violates probation terms for a third time;

WHEREAS, AB 1408 will require the Department of Corrections and Rehabilitation to provide the local law enforcement agency with copies of the record of supervision during any prior period of parole;

WHEREAS, AB 1408 will require the panel or Board of Parole Hearings, sitting en banc, to consider the entire criminal history of the inmate, including all current or past convicted offenses, in making the determination to grant parole;

WHEREAS, AB 1408 will require the county agency supervising the release of a person on post-release community supervision to also petition a court to revoke, modify, or terminate post-release community supervision if the person has violated the terms of his or her release for a third time; and

WHEREAS, AB 1408 will allow a peace officer to arrest a person without warrant who fails to appear at a hearing to revoke, modify, or terminate post-release community supervision.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council strongly supports AB 1408 and hereby urges its immediate approval.

SECTION 2. The City Council directs the City Manager to provide copies of the resolution to the City of Santa Fe Springs, the League of California Cities, the Gateway Council of Governments, other cities, and similar organizations to promote support for AB 1408.

CITY OF WHITTIER            )  
   ) SS  
 STATE OF CALIFORNIA    )

I, Kathryn A. Marshall, City Clerk-Treasurer in and for the City of Whittier, California, hereby certify that the foregoing resolution was duly introduced and adopted at a regular meeting of the City Council of said City held on the 28<sup>th</sup> day of March 2017, by the following roll call vote:

AYES:           F. Dutra                    J. Alvarado                C. Warner  
                   R.L. Henderson        J.A. Vinatieri

NOES:

ABSENT:

WITNESS my hand and the official seal of the City of Whittier, California, this  
30<sup>th</sup> day of March 2017.

Kathryn A. Marshall  
 KATHRYN A. MARSHALL  
 City Clerk-Treasurer

RESOLUTION NO. 8853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, PROMOTING LEGISLATIVE REFORMS TO IMPROVE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW

WHEREAS, the City of Whittier, along with the County of Los Angeles and State of California, is facing increased crime which endangers the health and safety of police officers, residents, and property;

WHEREAS, there have been recent local, regional, and statewide decreases in offender participation in rehabilitative mental health and drug programs;

WHEREAS, these increases in crime and decreases in offender participation in rehabilitation programs may have resulted from existing State legislation and propositions;

WHEREAS, the City Council mourns the February 20, 2017 fatal shooting of Whittier Police Officer Keith Boyer and wounding of Whittier Police Officer Patrick Hazell, and has considered measures that could reduce the potential negative impacts from existing criminal law, including these avenues:

- Enable the courts to consider the totality of an offender's history when sentencing, rather than the most recent offense, to identify patterns of violence and escalating criminal behavior.
- Use County probation and State parole in such ways as to enable the oversight authority to return individuals to State prison for multiple violations.
- Redefine recidivism as incarceration, release, and return rather than requiring a prior offender to commit a new crime resulting in arrest, trial, conviction and incarceration.
- Encourage the timely release of Prop 47 funds as promised to invest in evidence-based rehabilitation and treatment programs.
- Seek increased State funding for AB109 sweeps by local law enforcement to assure compliance with the terms of release.
- Establish ineligibility for early release on violations of parole and probation sentences for those with violations of parole and probation that return them to custody.



CITY OF WHITTIER            )  
   ) SS  
 STATE OF CALIFORNIA    )

I, Kathryn A. Marshall, City Clerk-Treasurer in and for the City of Whittier, California, hereby certify that the foregoing resolution was duly introduced and adopted at a regular meeting of the City Council of said City held on the 28<sup>th</sup> day of March 2017, by the following roll call vote:

AYES:        F. Dutra                    J. Alvarado                    C. Warner  
               R.L. Henderson        J.A. Vinatieri

NOES:

ABSENT:

WITNESS my hand and the official seal of the City of Whittier, California, this  
30<sup>th</sup> day of March 2017.

Kathryn A. Marshall  
 KATHRYN A. MARSHALL  
 City Clerk-Treasurer