



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 03, 2023
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)). Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.**

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber,
Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Head Positions.
2. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: *Sears v. City of Oroville, et al.*, United States District Court, Eastern District of California, Case No. 2:22-cv-01624.
3. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: *James v. City of Oroville, et al.*, United States District Court, Eastern District of California, Case No. 2:23-CV-00215.
4. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the employment related to the following position: Assistant Police Chief.

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. Pension Update Presentation from NHA Advisors

Fiscal Year 2022/23 CalPERS Investment Returns Summary and Impacts on City's Unfunded Liability

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 3** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. Approval of the September 19, 2023 Oroville City Council Meeting Minutes

The Council may approve the Minutes of September 19, 2023.

ACTION REQUESTED -

APPROVE THE MINUTES OF SEPTEMBER 19, 2023.

2. Accept Grant Funding and Establish Budget for Encampment Resolution Funding Grant Number 23-ERF-3-L-00009

The City Council may consider accepting the grant agreement and establishing a budget of \$1,730,450 for Encampment Resolution grant number 23-ERF-3-L-00009 for Mission Esperanza.

ACTION REQUESTED -

ACCEPT THE 2023 ENCAMPMENT RESOLUTION FUNDING GRANT AWARD, AGREEMENT NO. 23-ERF-3-L-00009, IN THE AMOUNT OF \$1,730,450: AND

APPROVE BUDGET ADJUSTMENT AS INDICATED IN THE FISCAL IMPACT OF THIS STAFF REPORT, DATED OCTOBER 3, 2023.

3. Amendment to Professional Services Agreement Number 3439 with Susanne Kochems DBA SiLK Consulting Group for Administrative Services Related to the Encampment Resolution Funding Grants

The City Council may consider amending the Professional Services Agreement No. 3439 with Suzanne Kochems d/b/a SILK Consulting Group to coordinate, facilitate and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9186 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP TO INCREASE THE AMOUNT BY \$50,000.00 AND TO EXTEND THE AGREEMENT TO APRIL 30, 2027, TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3439-1)

REGULAR BUSINESS

4. Contract with NextRequest

NextRequest is a Freedom of Information Act (FOIA) management software powered by CivicPlus to empower agencies to receive requests through a modern online portal, route them to staff automatically, and release records to individuals or the public at large. The cost of this contract is \$9591.00 and is for a term of one year.

ACTION REQUESTED -

APPROVE THE CONTRACT WITH NEXTREQUEST AND AUTHORIZE THE MAYOR TO SIGN.

5. Task Order #1 with Sutter Butte Flood Control Agency for Preliminary Work Associated with Feather River Levee Certification

The City Council may consider approving Task Order #1 with the Sutter Butte Flood Control Agency (SBFCA) to perform work for the City with regard to certifying the levee located on the eastern side of the Feather River, running through downtown Oroville.

ACTION REQUESTED -

APPROVE TASK ORDER #1.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

There are no public hearings this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

[i.](#) - Letter from First Responder

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on October 17, 2023 at 3:30 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are recorded and broadcast live on www.cityoforoville.org and YouTube.



City of Oroville
1735 Montgomery Street Oroville, CA 95965

STAFF REPORT

ITEM

TO: City Council
FROM: Ruth Duncan, Assistant City Administrator
SUBJECT: FY 2022/23 CalPERS Investment Returns Summary and Impacts on City's Unfunded Liability
DATE: October 3, 2023

RECOMMENDATION

That the City Council receive and file this staff report and corresponding presentation on FY 2022/23 CalPERS investment returns impacts to the City's pension unfunded liability.

EXECUTIVE SUMMARY

The City of Oroville (the "City") has a reported \$12.8M Unfunded Accrued Liability (UAL) with the California Public Employers Retirement System (CalPERS) as of 6/30/2022. The UAL represents the shortfall/gap between the present value of benefits projected to be paid to retirees and the market value of assets held by CalPERS. The City is making payments against the UAL with CalPERS charging 6.8% annually on the outstanding UAL. Annual costs to amortize this debt with CalPERS and outstanding pension obligation bonds ("POBs") have fallen from approximately \$2.5M in FY 2022 to \$1.4M in FY 2024 after the 2021 POB issuance and strong CalPERS returns of 21.3% in FY 2021. However, these total payments are currently projected to double to approximately \$2.9M by FY 2029 based on CalPERS returns of -7.5% in FY 2022 and 5.8% in FY 2023. Rising pension costs are one of the largest financial challenges facing agencies state-wide and are projected to impact the City's budget significantly over the next 5-10 years.

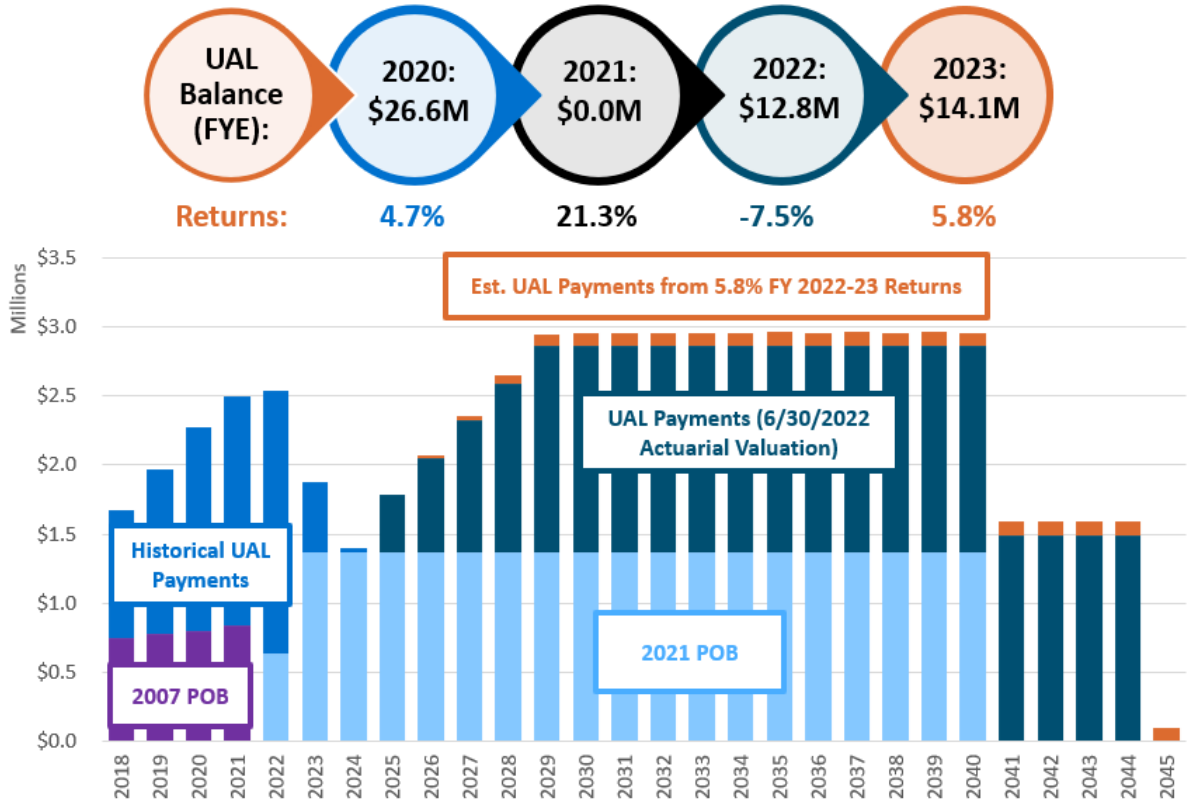
The City has historically been proactive in addressing the pension challenge through the timely issuance of pension obligation bonds in 2021 (3.21% interest rate), establishing a pension funding policy, and by accumulating \$4.3M in Section 115 Trust pension reserves. Continuing to monitor and manage these debt liabilities will be critical to ensure financial resiliency against future budgetary cost impacts.

BACKGROUND

The City, like most cities in California, has a UAL associated with its CalPERS pension plans for Miscellaneous & Safety employees. A UAL occurs when current pension plan assets are not projected to be sufficient to pay projected pension costs in future years. After the issuance of 2021 Pension Obligation Bonds and CalPERS returns of 21.3% in FY 2021, the City's UAL was estimated to be fully funded. CalPERS, however, reported an investment return of negative 7.5%

for fiscal year 2022, which has increased the City's UAL back to \$12.8M. CalPERS investment earnings for fiscal year 2023 were 5.8%, which is estimated to further increase the UAL to \$14.1M in next year's CalPERS June 30, 2023 valuation.

CalPERS effectively charges the City a 6.8% interest rate on this UAL debt and requires a repayment schedule that escalates over the next decade as shown in the chart below (colored bars represent payments to amortize the UAL and prior & current POBs). Payments to amortize these debts had risen from \$1.6M in FY 2018 to \$2.5M in FY 2022, and have declined to approximately \$1.4M in FY 2024 following the 2021 POB issuance and CalPERS strong FY 2021 returns. However, future UAL and POB payments are projected to rise to close to \$2.9M by the end of the decade based on FY 2022 and 2023 CalPERS returns.



DISCUSSION/ANALYSIS

Historical Efforts: The City has historically taken proactive steps to get ahead of rising pension costs. In 2007 the City issued POBs to fund its pension liability with CalPERS at the time. In 2021, the City conducted a thorough education process to evaluate the risks and opportunities of pension bonds in the current market, leading to a decision to take advantage of historically low interest rates to restructure its outstanding UAL and 2007 POBs at a 3.21% interest rate. In conjunction with the issuance process, the City also adopted a pension funding policy to establish pension funding criteria and provide guidance in prudent financial management practices. The City has also accumulated \$4.3M in a pension Section 115 Trust to address future pension cost challenges.

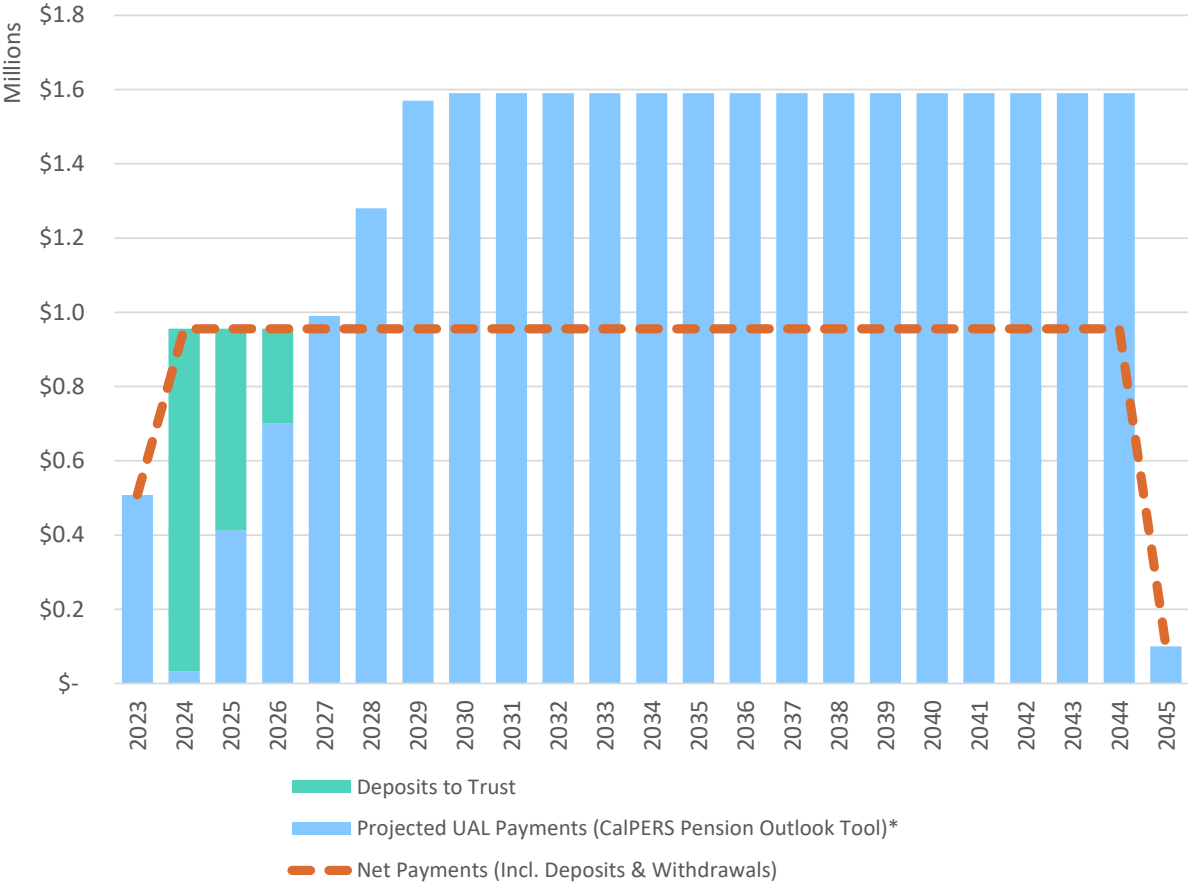
Cost-Management Considerations: With pension costs increasing significantly in recent years due to poor CalPERS investment performance, it has become imperative for the City to continue evaluating ways to manage growing expenses and implement cost management strategies to help

stabilize future pension cost volatility. Common strategies to address rising pension costs include a Fresh Start option on the UAL with CalPERS, making additional discretionary payments (“ADPs”) to CalPERS above current required payments and utilizing a Section 115 Trust as a resource for managing future pension costs.

The Section 115 Trust is a separate trust whereby funds deposited can legally only be used for pension and OPEB expenses. Benefits of a Section 115 Trust include (1) the ability to use the funds in the future to pay down the plan’s UAL or help smooth required CalPERS expenses; (2) enhanced budgetary flexibility; and (3) increased potential long-term investment earnings vs. other City reserves.

The City’s accumulated Section 115 Trust reserves can be a resource for managing and/or “smoothing” the future projected peak in UAL payments. Hypothetically, should the City continue to grow the Section 115 Trust balance over time, the City can make withdrawals in future years to (1) assist with growing UAL payments and (2) manufacture a more level or “smoothed” payment schedule factoring in the withdrawals.

In the example shown below, should the City contribute an additional \$1.7M to the Section 115 Trust from budgetary capacity in FY 2024 – 2026 and achieve 5.0% long-term investment returns, the City could reduce the UAL payments peak to a level of about \$1.0M from \$1.6M using withdrawals from the Section 115 Trust to manage net payments at a more fixed level. This approach, if achieved, could generate approximately \$4.5M of cumulative savings to the City (net of initial deposits and contributions) through FY 2044.



It should be noted that several approaches can be considered for utilizing Section 115 Trust funds, and that such strategies are not mutually exclusive from other options, including ADPs. Staff will continue to evaluate all available options to augment the City’s long-term budgetary flexibility, which could be helpful under potential recessionary scenarios in the future.

RECOMMENDATION:

City management recommends that the Council receive and file this report and corresponding presentation on FY 2022/23 CalPERS investment returns and impacts on the City’s unfunded liability.

FISCAL IMPACT

None.

APPENDICES

Exhibit A – CalPERS Unfunded Liability Update & Impacts Presentation



CITY OF OROVILLE

CALPERS UNFUNDED ACCRUED LIABILITY (UAL) AND PENSION UPDATE

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

OCTOBER 3, 2023

Presentation Objectives

- ▶ Executive Summary
- ▶ Background – What is a UAL?
- ▶ Historical and Projected CalPERS UAL Payment Schedule
- ▶ Recap of 2021 POB Objectives
- ▶ 2021 POB Issuance Process
- ▶ Recent CalPERS FY 2022 & 2023 Impacts
- ▶ Considerations for Continued CalPERS UAL Cost Management



Executive Summary

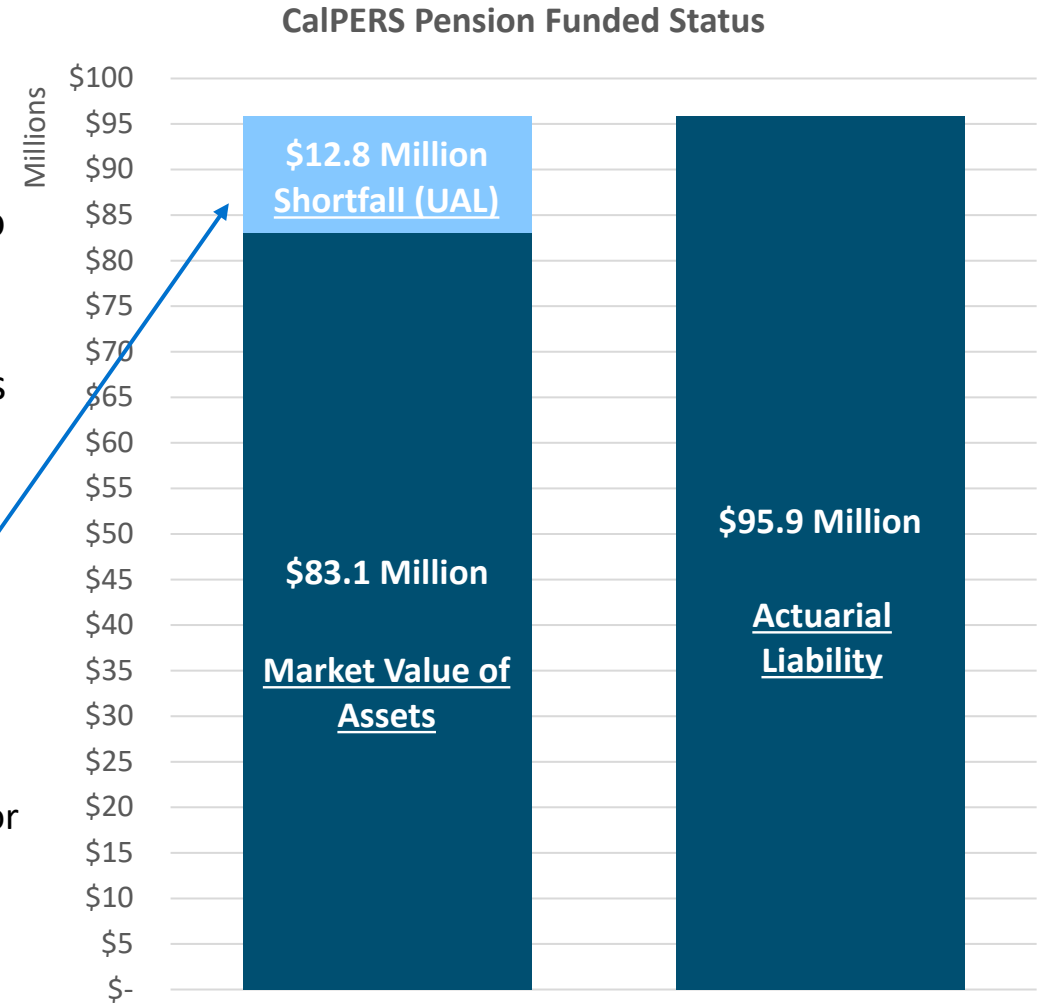
- ▶ City of Oroville has a projected \$12.8M CalPERS Unfunded Accrued Liability (“UAL”), as of the latest CalPERS valuation estimates for 6/30/2022
 - ▶ Increased from approximately \$0 (post 2021 POB) due to CalPERS weak investment returns of -7.5% in FY 2021-22
 - ▶ The underperformance offset the benefits of strong 21.3% investment returns in FY 2020-21
- ▶ CalPERS FY 2022-23 Investment Returns: 5.8%
 - ▶ Projected to increase UAL to \$14.1M (as of 6/30/2023)
 - ▶ City’s UAL payments will not be impacted by this change until FY 2024-25
- ▶ Continuing to monitor and manage ongoing debt liabilities (i.e. UAL + POB) will be critical for fiscal resiliency
 - ▶ Resources: City maintains \$4.3M Section 115 Trust balance for pensions



Background on How CalPERS Works

Two Payments Made to CalPERS Annually

- ▶ **(1) Normal Cost (NC)** = Annual cost for current employees
- ▶ **(2) Unfunded Accrued Liability (UAL):** Annual payment to amortize the “debt” to CalPERS
 - ▶ CalPERS actuaries calculate how much the City is required to have in its account with them to pay out benefits to City’s retirees over the next 30-40 years (Actuarial Liability)
 - ▶ CalPERS annually calculates the Market Value of City’s assets held on account with them; Most public agencies have *less assets than required* to meet Actuarial Liability
 - ▶ This shortfall (i.e., the “UAL”) is not repaid all at once but amortized over time with the City paying down a portion each year (principal and interest)
 - ❑ CalPERS uses a “discount (i.e., interest) rate” of 6.80%
 - ❑ CalPERS annually adjusts this repayment schedule by adding a new “base” (i.e., layer) which adds to (in bad investment years) or lowers (good investment years) the overall repayment schedule
 - ❑ Over the past 20 years, the addition of these “layers,” along with other CalPERS assumption changes, has created a very irregular repayment shape for most CalPERS public agencies

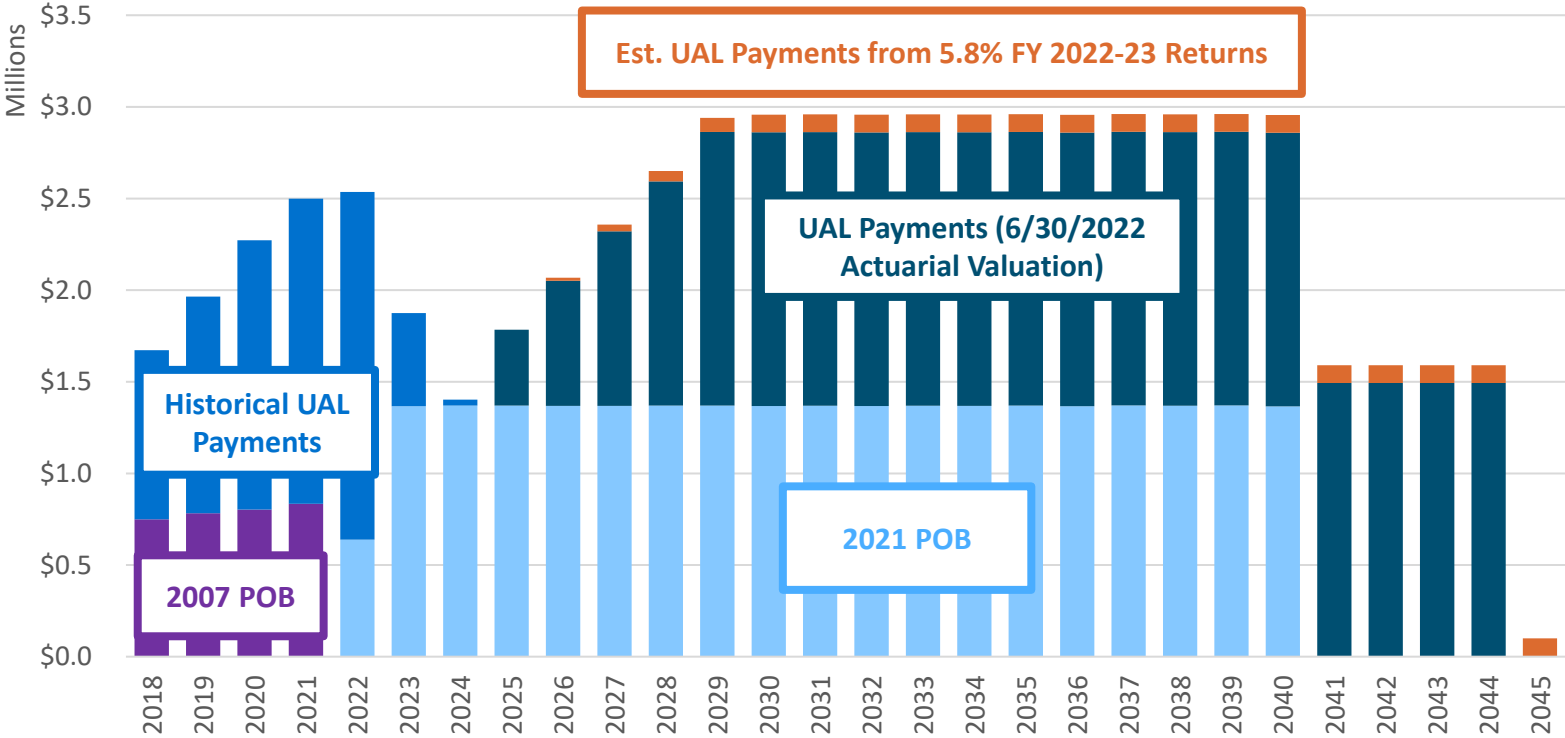
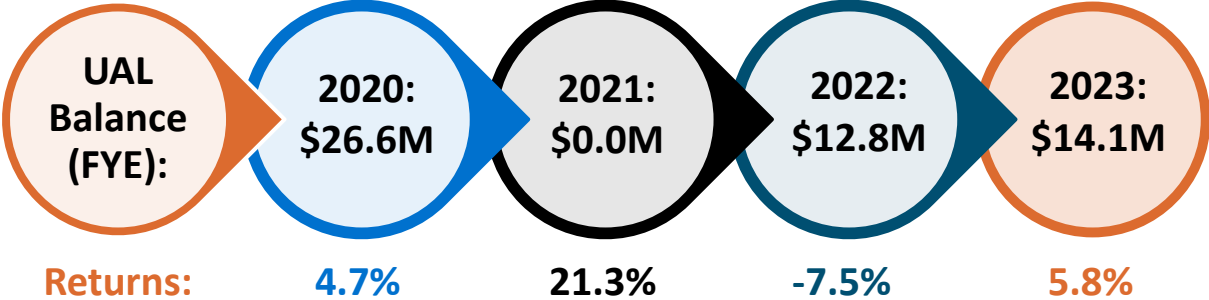


*Figures in chart based on CalPERS 6/30/2022 valuation report data.



Historical and Projected CalPERS UAL Payment Schedule

- ▶ City’s UAL has increased back to \$12.8M in the latest CalPERS valuation
 - ▶ UAL balance is projected to increase to \$14.1M from 5.8% returns in FY 2022-23
- ▶ City’s prior UAL + 2007 POB payments totaled \$2.5M in 2022 prior to 2021 POB restructuring
 - ▶ City has minimal UAL payments in FY 2024; however, future UAL payments are projected to ramp up quickly
 - ▶ Combined payments on UAL + 2021 POB projected to double to \$2.9M by FY 2029



Recap of 2021 POB Objectives & CalPERS UAL Trends

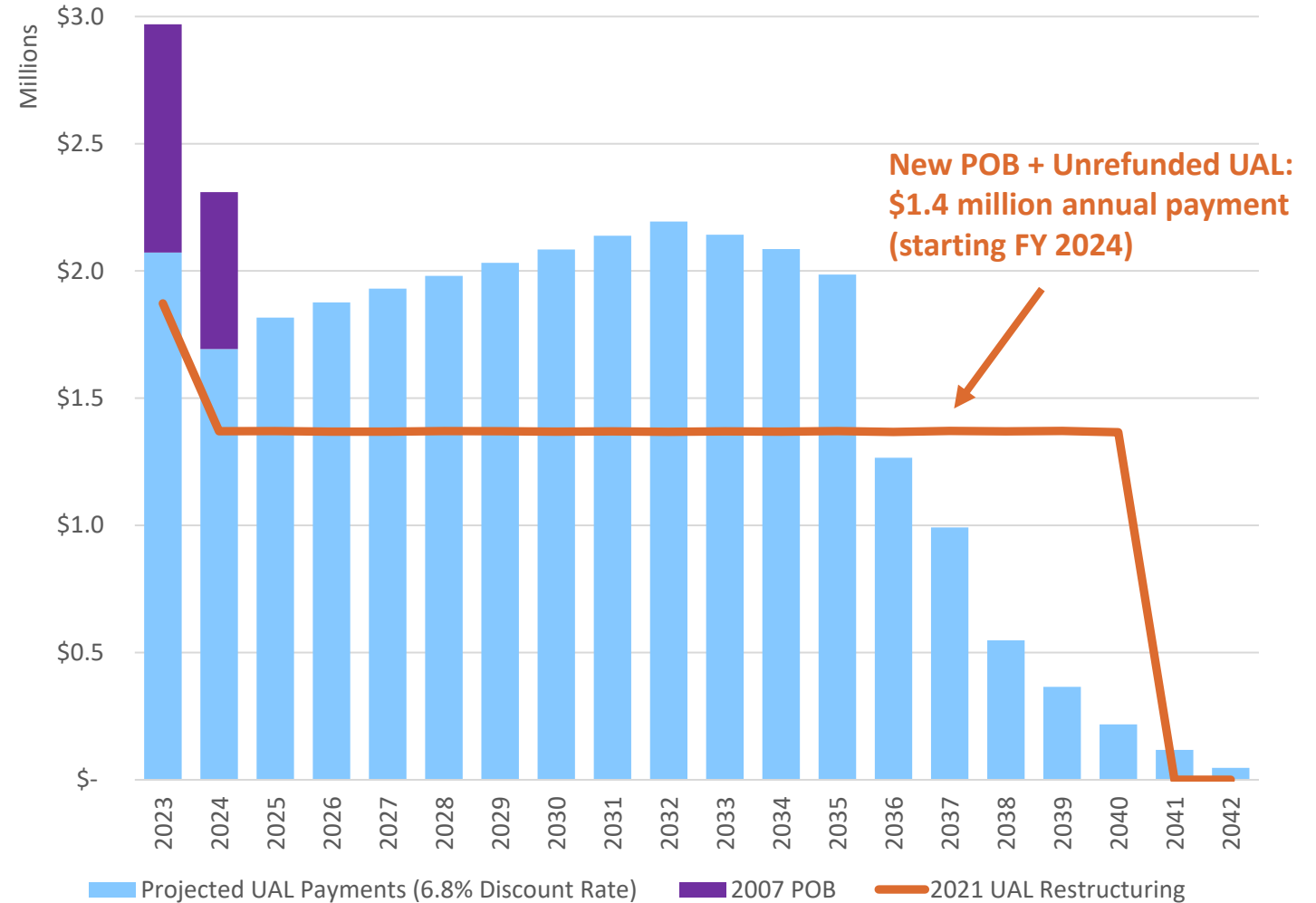
- ▶ The City’s UAL had grown rapidly (like all other agencies in California) from \$12M in 2014 to about \$27M in 2020
 - ▶ City also had about \$2.4M outstanding on its 2007 Pension Obligation Bond (POB)
 - ▶ UAL reduced to \$0 after 2021 POB and strong CalPERS investment returns of 21.3% in FY 2021
- ▶ In the Fall of 2021, the City issued a \$19.2 million POB to refinance/restructure 100% of the UAL and the 2007 POB
 - ▶ City also used the POB issuance process to develop a Pension Funding Policy and achieve a strong “AA-” inaugural credit rating with S&P Global Ratings
- ▶ Key Changes Since POB: In FY 2022, CalPERS posted a -7.5% investment loss which created a new \$12.8M UAL
 - ▶ In FY 2023, CalPERS posted a 5.8% investment return which is expected to further increase UAL to \$14.1M
- ▶ Looking forward, it is important for the City to continue monitoring and managing its debt liabilities (CalPERS UAL & 2021 POB) while maintaining strong reserves and financial resiliency
 - ▶ City prudently maintains a Section 115 Trust for pensions with a \$4.3M balance



2021 POB

Sizing and Payment Smoothing Strategy

- ▶ **Strategy:** 19-year term; 100% of CalPERS UAL restructured through the POB
- ▶ **Stats:** 3.21% interest rate; Over \$4.8 million of estimated savings
- ▶ **Goals:** Enhanced Fiscal Sustainability, Budget Predictability, and Resiliency to Future Economic “Shocks” (like CalPERS underperformance)



What Happened With CalPERS After the 2021 POB?

-7.5% Investment Returns in 2022 and 5.8% in 2023

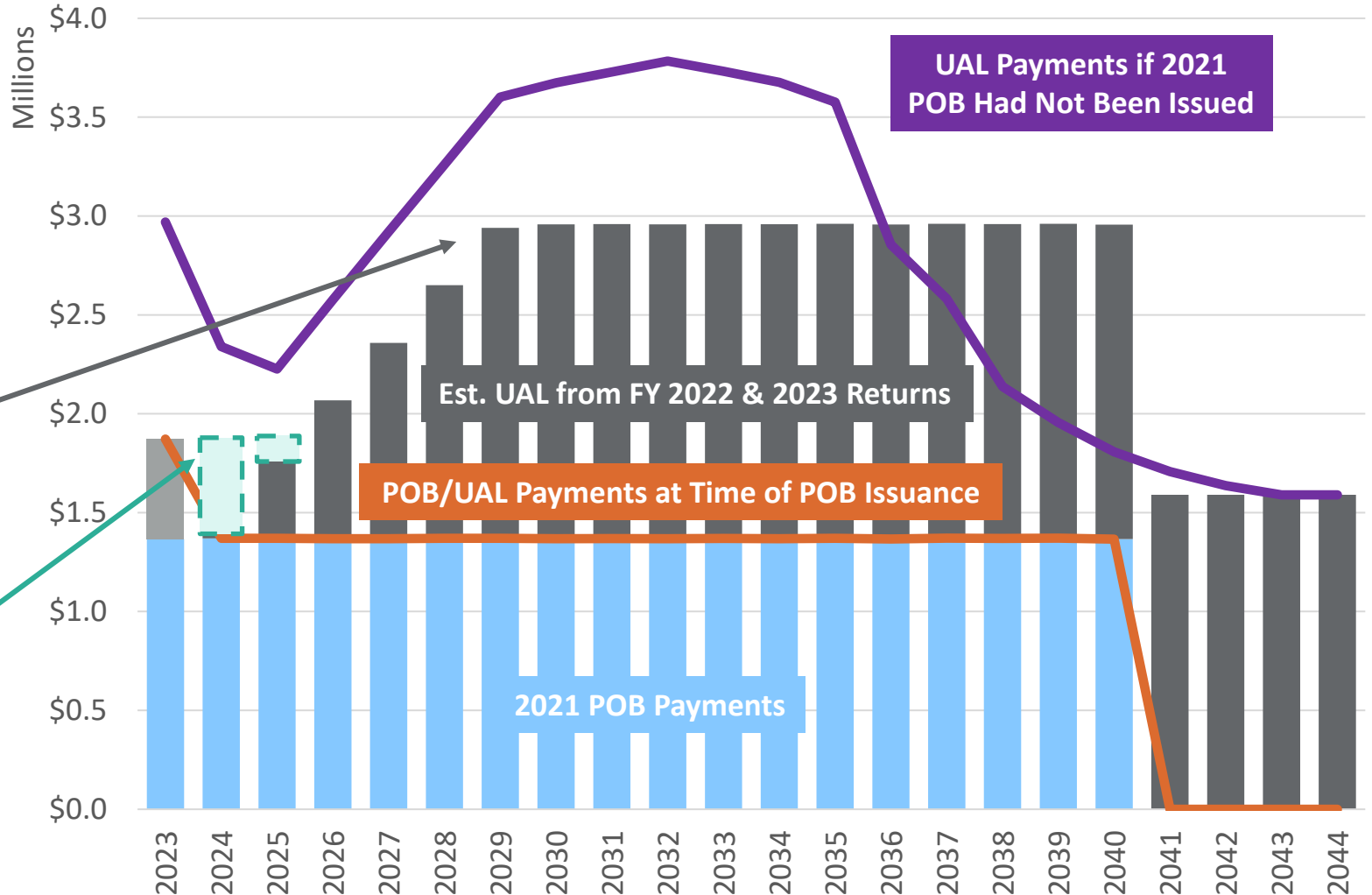
▶ Timeline of UAL Balance:

- ▶ **2021:** UAL balance dropped to \$0 after POB and strong FY 2021 returns (100% funded ratio)
- ▶ **2022 (-7.5% Returns):** \$12.8M UAL (88% funded ratio)
- ▶ **2023 (5.8% Returns):** \$14.1M UAL (87% funded ratio)

- ▶ POB + UAL payments growing to \$2.9M by end of decade

Possible Strategy:

- ▶ City can consider utilizing savings from **lower payments in FY 2024 & 2025** (and any other surplus) to continue addressing pension UAL
- ▶ Either in Section 115 Trust or direct ADP with CalPERS



Source: CalPERS Pension Outlook Tool (assumes CalPERS earns 5.8% in FY 2022-23, and 6.8% every year thereafter).

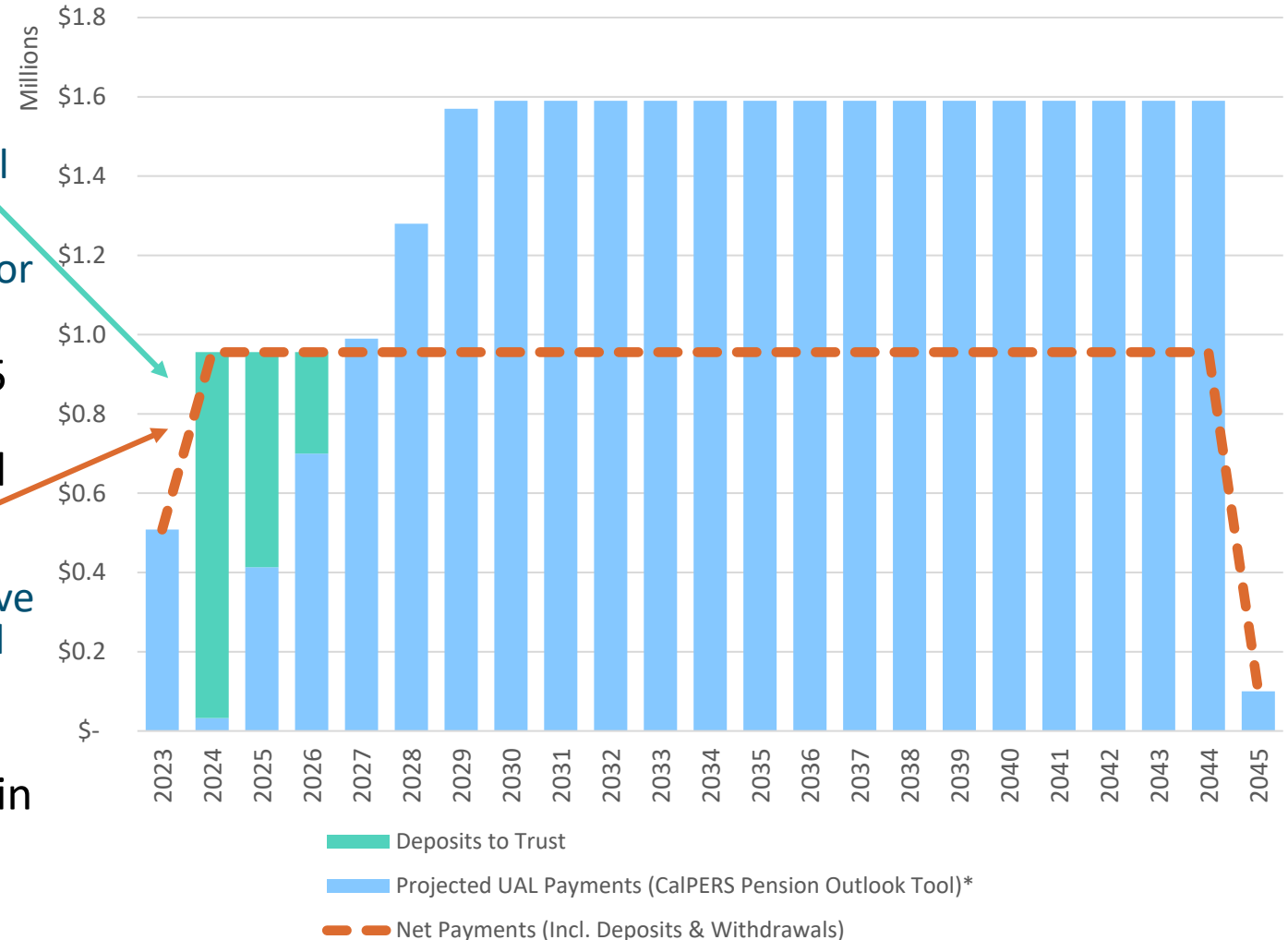


Considerations for Managing New 5.8% UAL Debt

Apply Section 115 Trust Assets to Smooth Out Peak UAL Payments

Assumptions:

- ▶ \$4.3M current balance from the Section 115 Trust stays invested
- ▶ **\$1.7M additional invested** from potential budget capacity from 2024-2026
- ▶ 5.0% long-term investment returns rate for Section 115 Trust
- ▶ Funds could be withdrawn from the 115 Trust during higher payment years to stabilize net impact to the General Fund
 - ▶ Smooth annual payments at **≈ 956K**
 - ▶ Projected to generate **\$4.5M** of cumulative savings, net of initial deposit & additional contributions
- ▶ Increased earnings potential vs. current General Fund investments (particularly in today's inflationary environment)



**Source: CalPERS Pension Outlook Tool (assumes CalPERS earns 5.8% in FY 2022-23, and 6.8% every year thereafter)*



QUESTIONS?



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 19, 2023
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

This agenda was posted on September 15, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

STAFF: City Administrator, Brian Ring; Assistant City Administrator, Ruth Duncan; Karolyn Fairbanks, City Treasurer, Assistant City Clerk, Kayla Reaster; Business Assistance and Housing Director, Amy Bergstrand; Community Development Director, Pat Piatt; Public Works Director, Fred Mayo; Code Enforcement Director, Ron Belser; City Attorney, Scott Huber; Chief of Police, Bill LaGrone

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – One case.

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that direction was given. There were no announcements out of Closed Session.
2. Pledge of Allegiance – Led by 3 Ophir Elementary students: Fiona MacIntyre, Carly DeLeon, and Ryan Landucci.
3. Adoption of Agenda – Motioned by Council Member Goodson; Seconded by Council Member Thomson.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Steve Christensen
- Bill Speer
- Teri P.S.

Consent calendar **items 1 – 9** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. Approval of the September 5, 2023 Oroville City Council Meeting Minutes

The Council approved the Minutes of September 5, 2023 by the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

2. Contract Amendment with Avenu Muniservices, LLC Extending Term by Three Years

The Council approved the Contract Amendment with Avenu Muniservices, LLC, extending the contract through October 13, 2026 by the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

3. Lease Software Purchase

The Council approved the purchase of lease software from LeaseQuery, for a term of three years by the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

4. Fee Waiver Request by the Oroville Hmong New Year Festival Committee

The Council waived 65% of the fees, in the amount of \$5,876.00, and had the applicant pay the remainder of the fees, in the amount of \$3,164, for the 2023 Oroville Hmong New Year Festival by the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

5. Capital Projects Task Order 3; Rolls, Anderson & Rolls

The Council directed the City Administrator to proceed with the task order with Rolls, Anderson & Rolls Civil Engineers by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

The following member(s) of the public submitted public comment on this item: Bill Speer

6. Memorandum of Understanding with Oroville City Elementary School District for School Resource Officer

The Council adopted Resolution No. 9183 - A resolution of the Oroville city council authorizing and directing the mayor to execute a memorandum of understanding with the Oroville City Elementary School District for School Resource Officer services for 2023/2024, 2024/2025, 2025/2026, 2026/2027, and 2027/2028 school years by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

7. Second Amendment to Agreement No. 3387 for Professional Services with NorthStar Engineering

The Council directed the City Administrator to approve Amendment #2 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

8. Professional Services Agreement with Evie Feldman, Better Homes and Gardens Real Estate, for Real Estate Broker Services

The Council adopted Resolution No. 9184 – a resolution of Oroville City Council authorizing and directing the Mayor to execute a professional services agreement with Evie Feldman of Better Homes and Gardens Real Estate for real estate broker services for a period of two years by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

9. FAA Flight Check of Precision Approach Path Indicator (PAPI) System for Runways 13/31 and 02/20 Following Replacement to Verify Calibration

The Council approved an estimated expenditure of \$28,274.00 for the Reconfiguration Flight Check by FAA for PAPI verification by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

10. Paving Project Update

Fred Mayo, Director of Public Works presented an update to the Council regarding numerous important road projects that are currently in progress and set to begin construction in the fiscal years 2023/24 and 2024/25 for the City.

Direction was provided to staff on the upcoming paving projects.

11. Caltrans Hwy 162 Update

Caltrans will provided the Council on an update on the State Route (SR) 162 pavement rehabilitation program that is slated to begin construction in 2025.

Accepted for Information

The following member(s) of the public submitted public comment on this item: Susan Sears

PUBLIC HEARINGS

12. Feather Ranch Subdivision, Including an Overrule of the Butte County Airport Land Use Commission's Inconsistency Determination, and the Second Reading of Ordinance 1873 to Rezone 45-acre APN: 030-230-098 to 172 Parcels Zoned R-1 (Single Family Residential)

The City Council conducted a public hearing on the proposed project; adopted Resolution No. 9185; and waived the second reading and adopted Ordinance 1873 by the following vote:

Motioned: Council Member Riggs; Seconded: Council Member Goodson

AYES: Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: Johnstone
 ABSENT: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSION / CORRESPONDENCE

1. Council Announcements and Reports

- Vice Mayor Smith: Smith spoke on the upcoming Salmon Festival and the progress being made on planning/setting up event.
- Mayor Pittman: Pittman spoke on the Highway 70 Segment 3 ribbon cutting event.
- Council Member Goodson: Goodson spoke on the fentanyl crisis in the City of Oroville. She also spoke on a Southside Community Center event that she attended.

2. Administration Reports

- City Administrator Brian Ring: Mr. Ring spoke on the legislative recess. He also spoke on the Charter Review Committee and the progress being made regarding the City Charter.

3. Future Agenda Items

- Council Member Johnstone requested that an item be brought to the Council regarding funding of the gas pumps, as well as a gas truck for Oroville Airport. This was seconded by Council Members Thomson and Webber.
- Council Member Webber requested the City bring an item to the Council regarding potentially starting a PSA campaign around the topics of violence, safety awareness, etc. This was seconded by Council Member Thomson.

4. Correspondence

- i. **Letter from The Barber**
- ii. **Police Department Monthly Report for August 2023**

ADJOURN THE MEETING

Mayor Pittman adjourned the meeting at 7:02PM.

APPROVED:

ATTESTED:

Mayor, David Pittman

Assistant City Clerk, Kayla Reaster



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: ACCEPT GRANT FUNDING AND ESTABLISH BUDGET FOR
ENCAMPMENT RESOLUTION FUNDING GRANT NUMBER 23-ERF-3-L-
00009**

DATE: OCTOBER 3, 2023

SUMMARY

The City Council may consider accepting the grant agreement and establishing a budget of \$1,730,450 for Encampment Resolution grant number 23-ERF-3-L-00009 for Mission Esperanza.

DISCUSSION

The State of California has established the Encampment Resolution Funding (ERF) Program pursuant to Division 31 of the Health and Safety Code. The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (BCSH). The ERF program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within the encampments, resolved critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing first and coordinated approaches.

In December 2021, City staff, in partnership with the Oroville Rescue Mission (Mission), submitted a competitive application and entered into a sub-recipient agreement with the Mission to provide housing and supportive services as articulated in the City's response to the State's Request for Applications. On October 27, 2022, the City of Oroville was awarded \$2,733,374.11 in Encampment Resolution Funding (ERF-2-L) Program grant funds from the Cal ICH. The project is titled "Mission Esperanza." This funding is budgeted for both services and capital improvements.

On May 8, 2023, a Request for Proposals (RFP) was published and posted for the preparation of engineered drawings and construction of the site to convert the existing shop building into an intake/navigation center, office space, and congregate shelter, including grading and preparing pads to erect (15) non-congregate (pallet shelters), and the installation of utilities and infrastructure to accommodate all upgrades to the facility to accommodate up

to 30 persons in non-congregate and 40 persons in congregate interim shelter. The construction contract only covered Phase I, which includes all infrastructure for fifteen (15) pallet shelters, forty (40) congregate beds and offices for service providers. In June 2023, City submitted an application for funding under the 22-ERF-2-R funding in the amount of \$1,730,450, that application was not funded. However, the City received notification that the application was funded under the 23-ERF-3-L funding cycle for the full amount of \$1,730,450, which is the remaining funding needed to secure the project budget. With this additional funding, the City will implement change orders to the existing construction project scope and budget to encompass all the remaining needed elements of the project, which includes fifteen (15) additional pallet shelters and 5 additional ADA accessible pallet shelters. Collectively, the project now will include thirty (30) pallet shelters, 5 ADA pallet shelters, forty (40) congregate beds, 5 spots for safe camping, 5 spots for safe parking, and the office space needed for the service provider.

FISCAL IMPACT

No impact to the General Fund. There is realized revenue for encampment resolution and housing activities in the amount of \$1,730,450.00 previously awarded by Cal ICH.

Funds in the amount of \$1,730,450 will budgeted as follows:

CDBG Grant Fund: 140

Org: 1401600

Project Code: 23ERF3LGA

<u>Account</u>	<u>Description</u>	<u>Amount</u>
5100-5610	Salaries and Wages	\$20,000
6260	Maint-Vehicles	\$ 500
6270	Office Expenses	\$ 500
6360	Outside Services \$	\$ 3,000
6470	Telecommunications	<u>\$ 500</u>
Total		\$24,500

Project Code: 23ERF3LAD

<u>Account</u>	<u>Description</u>	<u>Amount</u>
6360	Outside Services	\$1,705,950

RECOMMENDATION

1. Accept the 2023 Encampment Resolution Funding Grant award, Agreement No. 23-ERF-3-L-00009, in the amount of \$1,730,450: and
2. Approve Budget adjustment as indicated in the fiscal impact of this Staff Report, dated October 3, 2023.

ATTACHMENTS

- 1. Award Announcement



**California
Interagency Council
on Homelessness**

**BUSINESS, CONSUMER
SERVICES AND
HOUSING AGENCY**

September 2023

City of Oroville
Attn: Amy Bergstrand
4250 Lincoln Blvd.
Oroville, CA 95966

Gavin Newsom,
Governor

Lourdes M.
Castro Ramirez,
Secretary

RE: Award Announcement – City of Oroville #23-ERF-3-L-00009
Award Amount: \$1,730,450.00

801 Capitol Mall
Suite 601
Sacramento, CA 95814

(916) 651-2820
bcsb.ca.gov/calich

Dear Amy Bergstrand:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that the **City of Oroville** has been awarded an **Encampment Resolution Funding Round 3 Lookback (ERF-3-L)** grant in the amount of **\$1,730,450.00**. This letter constitutes notice of the award of ERF-3-L funds for use in the **City of Oroville**.

The **City of Oroville** will receive its full disbursement of funds after the Standard Agreement is fully executed. Please be advised that this award is subject to the terms and conditions of the Standard Agreement. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information or if you have any questions, please contact me at Jeannie.McKendry@bcsb.ca.gov or calichgrants@bcsb.ca.gov.

Sincerely,

Jeannie McKendry

Jeannie McKendry,
Grants Development Section Chief, Cal ICH



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NUMBER
3439 WITH SUSANNE KOCHEMS D/B/A SILK CONSULTING GROUP
FOR ADMINISTRATIVE SERVICES RELATED TO THE ENCAMPMENT
RESOLUTION FUNDING GRANTS**

DATE: OCTOBER 3, 2023

SUMMARY

The City Council may consider amending the Professional Services Agreement No. 3439 with Suzanne Kochems d/b/a SILK Consulting Group to coordinate, facilitate and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

DISCUSSION

In December 2021, City staff, in partnership with the Oroville Rescue Mission submitted a competitive application and was awarded \$2,733,374.11 in Encampment Resolution Funding in October 2022 under Round 2 Lookback funds.

On December 6, 2022, City staff entered into a Professional Services Agreement with Suzanne Kochems, d/b/a SiLK Consulting Group for a period through October 31, 2025 in the amount of \$75,000 to provide administrative duties for this grant funding. Duties would include: 1. Provide training and technical assistance to the project, 2. Serve as a liaison between the City of Oroville, the Rescue Mission and between the project and the funder (Cal ICH), 3. Prepare all documents related to grant administration, including program narrative, program reports, budgets, quarterly and final reports, RFPs, correspondence, contracts, etc., 4. Communicate with the City Council, partners and supporters the progress and accomplishments of the project, 5. Hold responsibility for other duties/tasks that arise in conjunction with the implementation of grant funds and the capacity building of the shelter programming.

In June 2023, the City submitted an application for additional funding under the 22-ERF-2-R funding in the amount of \$1,730,450. While this application was not funded, on September 13, 2023, City received notification that the application

was funded under the 23-ERF-3-L funding cycle for the full amount of \$1,730,450 which is the remaining funding needed to secure the project budget.

City Staff is requesting that the City Council consider extending SiLK Consulting's agreement by an additional two years until April 30, 2027 to coincide with the grant term. Additionally, City staff is requesting to add an additional \$50,000 to the SiLK Consulting Group agreement to complete the extended work associated with the additional funding.

City staff will waive the \$1,000,000 vehicle insurance limit requirement and allow for a \$300,000 limit because Mrs. Kochems does not drive in the course of her work for the City.

FISCAL IMPACT

Funding will be provided from the Encampment Resolution Funding Grant, 23-ERF-3-L-00009.

RECOMMENDATION

Adopt Resolution No. 9186 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP TO INCREASE THE AMOUNT BY \$50,000.00 AND TO EXTEND THE AGREEMENT TO APRIL 30, 2027, TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3439-1)

ATTACHMENTS

- A – Resolution No. 9186
- B – Agreement No. 3439-1

**CITY OF OROVILLE
RESOLUTION NO. 9186**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP TO INCREASE THE AMOUNT BY \$50,000.00 AND TO EXTEND THE AGREEMENT TO APRIL 30, 2027, TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING

(Agreement No. 3439-1)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an amended professional agreement with Suzanne Kochems d/b/a SILK Consulting Group to increase the agreement amount by \$50,000 and to extend the agreement to April 30, 2027 to provide Administration Services in relation to the Encampment Resolution Funding. A copy of the agreement is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 3, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

AMENDED PROFESSIONAL SERVICES AGREEMENT
(Agreement No. 3439-1)

Contract Description: Coordinate, facilitate and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

THIS AMENDED AGREEMENT is made at Oroville City, California, as of October 3, 2023 by and between the City of Oroville, ("City"), and **Suzanne Kochems d/b/a SILK Consulting Group** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to the Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to City. **The amount of this amendment to the agreement shall not exceed Fifty Thousand** Dollars (\$50,000.00). This agreement amount is in addition to the \$75,000 previously approved with grant agreement 3439. Therefore, the total amount of the Agreement, including this amendment, shall not exceed \$125,000.
3. **Term** This Agreement shall commence on October 3, 2023. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: April 30, 2027.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the City. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of City. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of City, and that the nature of the work is outside the usual course of the City's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to City employees. Contractor shall hold City harmless and indemnify City against such claim by its agents or employees. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the City.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend and hold harmless City for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties, and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of City. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of City.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach

of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to suspend payments hereunder, or terminate this Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party 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 either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Accessibility** It is the policy of the City of Oroville that all City services, programs, meetings, activities, and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide City contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
15. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a

contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

17. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
18. **Financial, Statistical and Contract-Related Records:**
- 18.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by City. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract- related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel, and field expenses, together with a general ledger itemizing all debits and credits.
- 18.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to City, or to the State.
- 18.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by City or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises, or, at City's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from City. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
19. **Termination.**
- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, City may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. City, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the

City or the State of California, as the case may be, does not appropriate funds sufficient to discharge City's obligations coming due under this contract.

- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: City, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as City deems necessary due to delays in Federal, State or City appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from City, Contractor shall immediately suspend or stop work as directed by City and shall not resume work until and unless City gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) City shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) City shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to City such financial information as in the judgment of the City is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which City may have in law or equity.
20. **Intellectual Property** To the extent City provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by City, shall be the property of City, and upon fifteen (15) days demand therefor, shall be promptly delivered to City without exception.
 21. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 22. **Conflict of Interest** Contractor certifies that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by City. This includes prior Oroville City employment in accordance with City Personnel Code
 23. **Entirety of Agreement** This Agreement contains the entire agreement of City 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 Agreement, shall be binding or valid.

24. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
25. **Governing Law and Venue** 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. The venue for any legal proceedings regarding this Agreement shall be the City of Oroville, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
26. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state, and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
27. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the City, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the City, be considered a material breach of this Agreement.

28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify City of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
 - B. Contractor will immediately notify City of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with City in response to any investigation commenced by City with regard to this Agreement or the clients served herein, including providing any/all records requested by City related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers, and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including

fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

- 29. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

CITY OF OROVILLE:
Amy Bergstrand
1735 Montgomery Street
Oroville, California, 95965
530-538-2584

CONTRACTOR:
Suzanne Kochems
d/b/a SiLK Consulting Group
105 Shasta Street
Orland, CA 95963
530-228-7811

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

- 30. **Modification to Agreement.** Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CITY OF OROVILLE:

By: _____ Date: _____
Printed Name/Title: Brian Ring, City Administrator

CONTRACTOR: Suzanne Kochems d/b/a SiLK Consulting Group

By: _____ Date: _____
Printed Name/Title: Suzanne Kochems, CEO/Principal

EXHIBIT A – SCHEDULE OF SERVICES

Contractor will coordinate, facilitate, and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

Contractor will

- 1) Provide training and technical assistance to the Project
- 2) Serve as liaison between the City of Oroville and the Oroville Rescue Mission and between the Project and the funder (Cal ICH)
- 3) Prepare all documents related to grant administration, including program narrative, program reports, budgets, quarterly and final reports, RFPs, correspondence, contracts, etc.
- 4) Communicate with the city council, partners and supporters the progress and accomplishments of the Project
- 5) Hold responsibility for other duties/tasks that arise in conjunction with the implementation of grant funds and the capacity building of shelter programming

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Suzanne Kochems d/b/a SiLK Consulting Group

Contractor shall be compensated for satisfactory performance of services in accordance with Exhibit "A", Schedule of Services, which shall cover professional services, office overhead and ordinary business expenses. The City shall pay to Contractor a maximum not to exceed \$50,000 for the contract term based on an hourly fee of \$75. This is an additional amount to the \$75,000 previously approved with grant agreement number 3439.

Contractor shall submit invoices throughout the term of the agreement as each phase of the job scope has been completed. Contractor shall itemize on the invoice the dates, duration, services provided, including identification of activities and deliverables completed. The invoices shall be submitted no later than the 5th of the month following the completion of each phase of the job scope.

Invoices may be submitted to:
City of Oroville
Attn: Amy Bergstrand
1735 Montgomery Street
Oroville, CA 95965

City shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s).

Contractor shall be reimbursed within thirty (30) days of City's receipt of complete, correct, and approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor 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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability** CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$300,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification, it has no employees).**
- (iv) **Errors and Omissions Liability** insurance appropriate to the Contractor’s profession.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions:

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

- (i) The Entity, its officers, officials, employees and volunteers are to be covered as insureds 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.
- (ii) For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
- (iii) 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 Entity.
- (iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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 Entity.

Verification of Coverage

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



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND CITY COUNCIL
FROM: KAYLA REASTER, ASSISTANT CITY CLERK
RE: NEXTREQUEST CONTRACT
DATE: OCTOBER 3, 2023

SUMMARY

The City Council may consider executing a one-year contract with NextRequest for assisting with the processing and management of public records requests.

DISCUSSION

The City has had a significant increase in public records requests in recent times. The processing of these requests is a tremendous burden on limited staff resources.

NextRequest is a FOIA (Freedom of Information Act) management software powered by CivicPlus to which provides agencies the ability to receive requests through a modern online portal, route them to staff automatically for processing, post previously requested requests and release records to individuals or the public at large. The cost of this contract is \$9591.00 and is for a term of one year.

Execution of this contract would provide better customer service for requesting records while at the same time will provide staff with a tool to more efficiently process these requests.

FISCAL IMPACT

Funding for this contract will be coming out of the Fiscal Fund Balance.

RECOMMENDATION

Approve the contract with NextRequest and authorize the Mayor to sign.

ATTACHMENT(S)

Contract with NextRequest

NextRequest for City of Oroville, CA	
What do I get with NextRequest?	<p><i>An all-in-one platform for managing records requests</i> across your entire agency. It's an annual subscription and includes:</p> <ul style="list-style-type: none"> • Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates
Security?	<p>We protect your information using:</p> <ul style="list-style-type: none"> • SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security
Technical Requirements?	<p>NextRequest is entirely web based and software-as-a-service</p> <ul style="list-style-type: none"> • Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	City of Oroville, CA	Start Date	10/5/2023
Account URL(s)*	cityoforovilleca.nextrequest.com <i>*Account URL cannot be altered once created</i>	Invoice Date	10/5/2023
Primary Contact Name	Kayla Reaster	Renewal Date	10/5/2024
Email and Phone	cityclerk@cityoforoville.org (530) 538-2535		
Address	1735 Montgomery Street, Oroville, CA, 95965		

Service Agreement : Welcome to NextRequest! Thanks for using our platform. This Service Agreement (“Agreement”) is entered between NextRequest, LLC, with a place of business at 302 South 4th Street Suite 500, Manhattan, KS 66502 (“NextRequest”), and the Customer listed above (“Customer”), as of the Effective Date. This Agreement includes the above subscription and support (the “Services”) and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals : Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Name	Price	QTY	Subtotal
<p>NextRequest Standard License <i>(monthly pricing, billed annually)</i> Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Unlimited Storage</p> <p>Core Features:</p> <ul style="list-style-type: none"> • Public Portal <ul style="list-style-type: none"> • Customizable request intake page, request and document publishing, Real-Time Keyword Trigger Alerts • Workflow Automations <ul style="list-style-type: none"> • Due Date calculation, automated reminders, holiday calendar • Messaging (internal and external) with unlimited templates • Task assignment, task tracking, automated reminders • Time tracking and cost calculation • Staff assignment • Request timeline / audit trail • Request repository <ul style="list-style-type: none"> • Filtering and reporting, automated status updates • Reporting and Statistics <ul style="list-style-type: none"> • General Report, Time Tracking, Invoicing and Payments, Admin Dashboard • Document Dashboard • Premier Security Package • Email Monitoring Suite • Email Notifications <p>Payments: Invoicing templates, invoice tracking, and Online Payments (<i>*Approved payment processors</i>)</p> <p>Review and Redaction Features:</p> <ul style="list-style-type: none"> • Standard Redaction with unlimited users <ul style="list-style-type: none"> • Manual redactions, keyword redactions, redaction patterns • Custom redaction reasons, automated redaction logs • Custom redaction patterns • RapidReview with unlimited users <ul style="list-style-type: none"> • True Batch Redaction • Draft redaction, redaction commenting • PST extractor and ZIP extractor • Record staging • OCR <p>IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA</p>	<p>\$899.00</p>	<p>12</p>	<p>\$10,788.00</p>
<p>Set Up & Onboarding Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles, and Service Level Agreement</p>			

Subtotal **\$10,788.00**

CivicPlus Customer Credit (one-time) **-\$2,697.00**
25% off Year 1

Set Up & Onboarding \$1,500.00

Total \$9,591.00

*Pricing is Valid for 60 Days from the Current Date

City of Oroville, CA	NextRequest, LLC
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:
Accounts Payable Info	
Name:	Phone:
Email:	Will issue PO? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Download our W-9 at: <https://www.civicplus.com/verify> (password: foiasoftware)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: TASK ORDER #1 WITH SUTTER BUTTE FLOOD CONTROL AGENCY
FOR PRELIMINARY WORK ASSOCIATED WITH FEATHER RIVER
LEVEE CERTIFICATION**

DATE: OCTOBER 3, 2023

SUMMARY

The City Council may consider approving Task Order #1 with the Sutter Butte Flood Control Agency (SBFCA) to perform work for the City with regard to certifying the levee located on the eastern side of the Feather River, running through downtown Oroville.

DISCUSSION

On August 1, 2023 the Oroville City Council entered into an agreement with SBFCA to provide assistance with managing the City's flood risk reduction efforts on an on-call Task Order basis. The levee currently is not rated at the 100-year protection level that Federal Emergency Management Agency requires. Task Order #1, would allow SBFCA to work with City Staff to gather necessary information that is needed in order to then target and apply for grant funding that would pay for the technical assistance that his needed to fully assess the levee (per the recommendation made in the 2015 report), and to start design and permitting work with regard to those recommendations.

FISCAL IMPACT

Funding will be provided from available unallocated Fund Balance.

RECOMMENDATION

Approve Task Order #1.

ATTACHMENTS

A – Task Order #1.

Sutter Butte Flood Control Agency

City of Oroville Services Agreement Task Order 1 Financial Planning Support

September 25, 2023

This Task Order No. 1 is associated with the Services Agreement between the Sutter Butte Flood Control Agency (“SBFCA”) and the City of Oroville (“City”) dated August 1, 2023.

I. Scope of Work

This Scope of Work (SOW) identifies a framework for the evaluation of the City’s funding opportunities to support improvements to the levee along the east bank of the Feather River. SBFCA proposes supporting the City in advancing funding opportunities through a two-phased approach. The first phase would be work with City staff to identify all records/material need in order to help identify possible opportunities for generating new revenues, including the outreach and technical planning activities to pursue and secure additional external funding for advancing improvements to the levee system. These funds would be used to fully assess the levee pursuant to the recommendations made in the report which was completed in 2015 in order to attain 100 year flood certification.

Phase 2 tasks (to be completed in the future as part of a separate Task Order) would be initiated after the full levee assessment was completed and would focus on advancing the design, environmental, and permitting work. Phase 2 tasks would also include the efforts needed to identify possible new revenue sources, the evaluation and screening of those options, and feasibility testing of the options against any legal limitations and practicable implementation. Phase 2 work would conclude with recommended actions and the development of a scope of work for implementation of the recommended new funding mechanism(s).

PHASE 1 - TASK 1 –Data Gathering

As noted above, this first effort entails a series of tasks to gather needed data from the City and to identify potential new funding mechanisms.

- Working with the project team, identify existing funding options outside and within the City, which may include State flood-related grants, the City’s supplemental benefits fund (SBF), etc.
- Develop conceptual goals and objectives and identify parameters with criteria for evaluating new potential funding mechanisms alongside existing revenue streams.

- Identify who receives a benefit from current City services associated with the levee, future increased levels of service and identified capital project(s).

Deliverables: Technical Memorandum – Sections to include Background, Problem Identification and Quantification, Funding Opportunities (existing and new mechanisms), and Identification of Beneficiaries.

TASK 2 – Advocacy and External Funding Support

This task includes the outreach and technical planning activities to pursue and secure additional external funding for advancing improvements to the levee system, including obtaining State or Federal grant funding for technical studies, project development, design, environmental, permitting, and/or implementation (as needed/requested). SBFCA will coordinate with City staff on potential external funding opportunities (as identified in Task 1) and will assist the City in the preparation of funding applications. The proposed budget for this task includes the estimated efforts for preparation of two (2) grant funding applications based on recent SBFCA experience. However, the nature of this work can vary greatly depending upon the complexity of each particular application.

Deliverables: Assistance with preparation of two (2) grant funding applications. The intent of the grant applications will be to acquire funding for the technical assistance that's needed to assess the current levee conditions and to begin the engineering design, environmental, and permitting work.

II. Budget

Compensation will be paid for services on a time and materials basis in accordance with the provisions of the Services Agreement and the proposed budget breakdown included as Attachment A. The total budget associated with this Task Order 1 is not-to-exceed \$52,525 without prior written approval from the City.

III. Schedule

Services associated with this Task Order 1 will begin immediately. It is assumed that the services will be completed within a period of 6 months.

SUTTER BUTTE FLOOD
CONTROL AGENCY

CITY OF OROVILLE

By: _____
MICHAEL BESSETTE
Executive Director

By: _____
BRIAN RING
City Administrator

Dated: _____

Dated: _____



September 26, 2023

VIA EMAIL & OVERNIGHT MAIL

State Government

WARN Act Coordinator
Program Support Unit
Workforce Services Division
Employment Development Department
P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Phone: (916) 654-7585
Fax: (916) 654-9586
eddwarnnotice@edd.ca.gov

Local Workforce Investment Boards

Northern Rural Training and Employment Consortium
Michael Cross, Executive Director
11 Ilahee Lane
Chico, CA 95983
Fax: 1-530-892-9609

City of Chico

Mayor Andrew Coolidge
City Council
PO Box 3420
Chico, CA 95927
andrew.coolidge@chicoca.gov

Town of Paradise

Mayor Greg Bolin
Town Council
5555 Skyway
Paradise, CA 95969
gbolin@townofparadise.com

City of Oroville

Mayor David W. Pittman
City of Oroville City Council
Office of the City Clerk
1735 Montgomery Street
Oroville, CA 95965
pittman@cityoforoville.org



Butte County

Bill Connelly, Chair
Butte County Board of Supervisors
25 County Center Drive
Suite 200
Oroville, CA 95965
BConnelly@ButteCounty.net

Re: First Responder Emergency Medical Services – Employee Transfers Due to Sale of Business

Dear Sir/Madam,

First Responder Emergency Medical Services (FREMS) will be selling its assets and offering employees the opportunity to transfer employment to the buyer of those assets, Enloe Medical Center. As a result of this transaction, employees who accept their transfers will no longer be employed by FREMS and will instead become employees of Enloe. This transaction will affect all employees at the various FREMS facilities, the addresses for which are in Attachment A to this letter (the “FREMS facilities”). The planned action, when finalized, will be permanent.

Currently, the affected employees are expected to begin transferring their employment beginning on October 1, 2023, or during a 14-day period starting on that date. All transfers are expected to have been completed by October 31, 2023, or during a 14-day period starting on that date. All FREMS employees will no longer be employed by FREMS as of October 31, 2023, transaction closing, or during the 14-day period starting on that date.

A list of job titles and the number of employees currently holding affected positions accompanies this letter as Attachment B. Certain FREMS employees are represented by Local R12-530 of The International Association of EMTs and Paramedics, a division of SEIU—National Association of Government Employees. Any bumping rights for union-represented employees are governed by their collective bargaining agreement. Non-union employees do not have the right to bump or displace other employees working for FREMS.

Contact information for union representatives is as follows:

Philip Petit, National Director
International Association of EMTs and Paramedics (IAEP)
A Division of the National Association of Government Employees (NAGE)
159 Thomas Burgin Parkway Quincy, MA 02169
Phone 617-376-0220 / Email: ppetit@nage.org

Shelly Hudelson
International Association of EMTs and Paramedics
1819 Knoll Drive
Ventura, CA 93003
Phone: (805) 650-6983 / Email: rhudelson@nage.org



Nathan Smith
International Association of EMTs and Paramedics
International Association of EMTs and Paramedics (IAEP)
A Division of the National Association of Government Employees (NAGE)
159 Thomas Burgin Parkway Quincy, MA 02169
Phone 617-376-0220 / Email: nsmith@nage.org

Kathleen Sage
Assistant General Counsel
National Association of Government Employees (NAGE), IAEP
1819 Knoll Drive,
Ventura, CA 93003
Phone: (805) 650-6983 / Email: ksage@nage.org

This announcement and the above timetable are based on the best information currently available. You will be informed of any significant changes in these plans as additional information becomes available.

To the extent that the sale and resulting transfers constitute a covered event under the Worker Adjustment and Retraining Notification Act (WARN), the "California WARN" act, or any similar state statute, this letter is intended to fulfill any requirements imposed under these provisions. By providing this information, however, the company does not concede that any such provision applies or that notice is required as there are not sufficient affected employees as defined by the law, there are no covered employment losses resulting from the transaction, and sufficient affected employees will be maintaining their positions within a successor concern.

If you have any questions concerning this announcement, please contact Byron Parsons, at tel. (530) 879-5510, to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Hall", is written over a horizontal line.

Bob Hall, EMS Chief
Phone: 530-879-5512 / Email: bob@firstresponder.com

ATTACHMENT A

FREMS Facilities affected by the sale of business.

FREMS HQ	333 HUSS DR, STE 100	CHICO, CA	95928
STATION 11	14182 SKYWAY	MAGALIA, CA	95954
STATION 12	1295 BILLE RD	PARADISE, CA	95969
STATION 21	1020 10TH ST	OROVILLE, CA	95965
STATION 22	2774 FAY WAY	OROVILLE, CA	95966
STATION 23	4607 OLIVE HWY	OROVILLE, CA	95966
STATION 31	796 EAST AVE	CHICO, CA	95926
STATION 32	821 CHESTNUT	CHICO, CA	95928
STATION 33	2279 NORD AVE	CHICO, CA	95926



ATTACHMENT B

As explained in the accompanying letter, we anticipate that the positions listed below will be affected by the sale of business and employment transfers affecting all FREMS facilities.

Transfers of employees that are scheduled to occur commencing on October 1, 2023 or during a 14-day period starting on that date:

Paramedic:	38
EMT:	31
Administration:	23 (non-union)

TOTAL AFFECTED EMPLOYEES AT ALL FREMS FACILITIES: 92