



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**December 20, 2022**  
**REGULAR MEETING**  
**OPEN SESSION 10:00 AM**  
**AGENDA**

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### PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

#### To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Watch via Zoom  
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>  
Meeting ID: 968 7031 9529  
Passcode: 67684553
3. Listen via Telephone  
Telephone: 1-669-900-6833  
Meeting ID: 968 7031 9529  
Passcode: 67684553

#### To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to [publiccomment@cityoforoville.org](mailto:publiccomment@cityoforoville.org)
2. Attend the meeting in person.

**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 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.**

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### CALL TO ORDER / ROLL CALL

Council Members: David Pittman, Eric Smith, Krys Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

### OPEN SESSION

1. Pledge of Allegiance
2. Adoption of Agenda

## 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.

## 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. WARMING / COOLING CENTER OPERATIONS**

The Council will consider a one-year agreement with the Oroville Rescue Mission to provide both a Warming / Cooling center for community members

#### **RECOMMENDATION**

Approve the one-year agreement with the Oroville Rescue Mission to provide warming and cooling services for fiscal year 2022/2023 not to exceed \$20,000

### **2. CONSIDER AND ADOPT THE UPDATED SALARY SCHEDULE FOR CITY ADMINISTRATOR**

The City Council will consider and may adopt the updated salary schedule and the City Administrator

#### **RECOMMENDATION**

Approve Salary Schedule for City Administrator.

### **3. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOFF & ASSOCIATES TO CONDUCT A NATIONWIDE SEARCH FOR A CITY ADMINISTRATOR**

The Council may consider and approve the professional services agreement between the City of Oroville and Koff & Associates to conduct a nationwide search for a City Administrator.

#### **RECOMMENDATION**

**Adopt Resolution No. 9118 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A NATIONWIDE SEARCH FOR A CITY ADMINISTRATOR**

## REGULAR BUSINESS

### **4. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LAGRONE**

The Council will consider an employment agreement between the City of Oroville and Billy LaGrone for the position of Chief of Police for the City of Oroville.

#### **RECOMMENDATION**

**Adopt Resolution No. 9119 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LAGRONE TO SERVE AS THE CHIEF OF POLICE – (Agreement No. 1969-11).**

## 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](mailto: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](mailto:publiccomment@cityoforoville.org)
- 5. FIRST READING OF AN ORDINANCE ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND AN ORDINANCE AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE AND A RESOLUTION FOR THE OROVILLE CITY COUNCIL ADOPTING THE LEGISLATIVE FINDINGS SUPPORTING AMENDMENTS AND CHANGES TO THE CALIFORNIA STATE BUILDING STANDARDS CODE, 2022**

This public hearing item will be continued to January 17, 2023.

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
  - [i](#) Police Department Monthly Report for November 2022
4. Correspondence
  - [i](#) Comcast Rate Increase Correspondence

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 3, 2023 at 8:00 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 [cityoforoville.org](http://cityoforoville.org) and YouTube.



# CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**RE: WARMING / COOLING CENTER OPERATIONS**

**DATE: DECEMBER 20, 2022**

## SUMMARY

The Council will consider a one-year agreement with the Oroville Rescue Mission to provide both a Warming / Cooling center for community members

## DISCUSSION

The City of Oroville released a request for proposal for cost to operate a Cooling and Warming Center for those that are either unhoused or do not have adequate heating or cooling in their homes. The City parameters for financial participation are:

**Cooling:** The cooling center consists of a structure for those seeking respite from the extreme heat. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Cooling Center.

The Emergency Cooling Center is activated where weather forecasts show the temperature staying at or above 100 degrees Fahrenheit with no precipitation for 3 consecutive days.

**Warming:** The Warming center consists of a structure for those seeking respite from the extreme cold. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Warming Center.

The Warming Center is activated where weather forecast show temperatures at 45 degrees with rain or 40 degrees with a sustained wind of 15mph for more than 3 consecutive days.

See attached request for proposal for additional details.

The request for proposal was sent to three local providers and was placed on the City Website. The city received one response. The response was from the Oroville Rescue Mission (ORM).

The Oroville Rescue Mission proposed to provide a warming and cooling center, including two meals to those interested, laundry facilities and shower trailer. The daily cost for the cooling center described above is \$150.00 per day and \$180.00 per day to operate the heating center.

The city has previously worked with ORM and have not had any adverse experiences.

### **FISCAL IMPACT**

Funding for the project will come from the General Fund. There are currently no known grants or outside resources to fund this project.

### **RECOMMENDATION**

Approve the one-year agreement with The Oroville Rescue Mission to provide warming and cooling services for fiscal year 2022/2023 not to exceed \$20,000

### **ATTACHMENTS**

Warming/Cooling Center RFP  
Bid Summary  
ORM Response Letter  
ORM Agreement

## AGREEMENT FOR WARMING / COOLING CENTER SERVICES

This Agreement is made and entered on December 20, 2022, by and between the **City of Oroville** (“City”) and the **Oroville Rescue Mission** (“Provider”).

### RECITALS

- A. Provider is experienced and competent to provide services to the unhoused and underserved of the Oroville community for the City of Oroville as required by this Agreement; and
- B. Provider possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Provider to render services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. The Provider shall furnish the following services in a professional manner:  
  
Provider shall perform the services described on Exhibit AA”, which is attached hereto and incorporated herein by reference. Provider shall provide a safe and welcoming warming and cooling center for the Oroville community for the City of Oroville in the manner specified in Exhibit AA,@ subject to the direction of the City or its Administrator.
2. Time of Performance. The services of Provider are to commence upon execution of this **Agreement and shall continue until August 31, 2022.**
3. Compensation. Compensation to be paid to Provider shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and

incorporated herein by reference. **In no event shall Provider's compensation exceed the amounts of \$20,000 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Provider's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the number of clients serviced, the date the services were performed. City shall pay Provider no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Provider's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Provider shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Provider shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Provider, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

notes and internal documents, shall become the property of the City upon payment to Provider for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Provider or to any other party. Provider shall, at Provider's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

X Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Provider under this Agreement (ADocuments and Data@). Provider shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Provider represents and warrants that Provider has the legal right to license any and all Documents and Data. Provider makes no such representation and warranty in regard to Documents and Data which may be provided to Provider by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

X Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written



information, and other Documents and Data either created by or provided to Provider in connection with the performance of this Agreement shall be held confidential by Provider. Such materials shall not, without the prior written consent of City, be used by Provider for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Provider which is otherwise known to Provider or is generally known, or has become known, to the related industry shall be deemed confidential. Provider shall not use City's name or insignia, photographs relating to project for which Provider's services are rendered, or any publicity pertaining to the Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Provider's Books and Records.

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

any longer period required by law, from the date of termination or completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Provider's address indicated for receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Provider's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
9. Independent Contractor. It is understood that Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Provider shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Provider hereby expressly waives any claim it may have to any such rights.
10. Interest of Provider. Provider (including principals, associates, and professional

employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Provider's services hereunder. Provider further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Provider is not a designated employee within the meaning of the Political Reform Act because Provider:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
11. Professional Ability of Provider. City has relied upon the professional training and ability of Provider to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Provider under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Provider's field of expertise.
12. Compliance with Laws. Provider shall use the standard of care in its profession to

comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Provider to practice its profession. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
14. Indemnity. Provider agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements.
  - a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit AC@ attached hereto.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be

deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

**City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Provider:

**Oroville Rescue Mission  
P.O. Box 2481  
Oroville, CA 95965**

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Provider. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Provider and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express prior written consent of the City. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and

subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators.

Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any

present or anticipated material benefit arising there from.

- 28. Equal Opportunity Employment. Provider represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

OROVILLE  
RESUCE MISSION

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Allan Dikes, Executive Director

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Jackie Glover, Assistant City Clerk

Attachments: Exhibit A: Scope of Services  
Exhibit B: Schedule of Charges  
Exhibit C: Insurance Requirements



## **EXHIBIT A: SCOPE OF SERVICES**

### **Warming Center**

The Warming center consists of a structure for those seeking respite from the extreme cold. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Warming Center.

The Warming Center is activated where weather forecast show temperatures at 45 degrees with rain or 40 degrees with a sustained wind of 15mph for more than 3 consecutive days.

### **Cooling Center**

The cooling center consists of a structure for those seeking respite from the extreme heat. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Cooling Center.

The Emergency Cooling Center is activated where weather forecasts show the temperature staying at or above 100 degrees Fahrenheit with no precipitation for 3 consecutive days.

**EXHIBIT B: SCHEDULE OF CHARGES**

City will pay Provider Monthly payments as billed by provider. Payment will be made within 30 days after receipt of billing

**EXHIBIT C: INSUREANCE REQUIREMENTS**

The provider shall provide proof of insurance in an amount of at least \$1,000,000.00. The provider shall ensure the City is named as an additional insured party

# Request for Proposal

## Partnership to provide Cooling and Warming Center

The City of Oroville is requesting proposal for cost to operate a Cooling and Warming Center for those that are either unhoused or do not have adequate heating or cooling in their homes. The City parameters for financial participation are:

**Cooling:** The cooling center consists of a structure for those seeking respite from the extreme heat. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Cooling Center.

The Emergency Cooling Center is activated where weather forecasts show the temperature staying at or above 100 degrees Fahrenheit with no precipitation for 3 consecutive days.

**Warming:** The Warming center consists of a structure for those seeking respite from the extreme cold. Personal belongings must be left outside of the area and pets must always remain leashed. Due to COVID-19, masks are recommended for those who have not been vaccinated in the Warming Center.

The Warming Center is activated where weather forecast show temperatures at 45 degrees with rain or 40 degrees with a sustained wind of 15mph for more than 3 consecutive days.

The City is looking for a partner who is willing to operate a facility to provide these services. The respondent should be a nonprofit (501(c)3 or equivalent who is in good standing and valid, be able to provide proof of insurance for any incidents that occur on their property and indemnifies the City from such incidents, has a valid City of Oroville Business License and any and all necessary occupancy permits.

The respondent should include their best price per day for operation of a cooling/warming center. The price per day should include staff time, electricity, water and incidentals such as water and light snacks for those using the center.

It is required that all those interested, **respond by November 4<sup>th</sup>, 2022, at 12:00 pm.** Your completed proposal should be delivered to 1735 Montgomery Street, Oroville Ca 95965, in a sealed envelope. The proposal should include a brief narrative of what the operation will consist of and a per day cost for the operation. Once all responses are received and evaluated the City Council may award a one-year agreement for fiscal year 2022 / 2023.

If you have any questions, please email to [dnevers@cityoforoville.org](mailto:dnevers@cityoforoville.org) or call (530)538-2405. Thank you for your interest and consideration of this partnership.

**CITY OF OROVILLE  
BID SUMMARY**

**PROJECT: Warming/Cooling Center Partnership**

**OPENING DATE: 11/04/2022**

**TIME: 12:30 p.m.**

City Hall, Front Lobby (opening & announcement in City Council Chambers)  
1735 Montgomery Street  
Oroville, CA 95965

**ATTENDANCE FOR BID OPENING: Dawn Nevers**

<b>Bidder Name/Address and Phone</b>	<b>Base Bid Amount</b>	<b>Additive Alternatives</b>	<b>Total Base Bid + Additive Alternatives</b>
Droville Rescue Mission	\$150/day - Cool \$180/day - Warm		\$150.00/day - Cool \$180.00/day - Warm



Rev. Allan Dikes  
Executive Director

November 1, 2022

To Whom It May Concern:

The Oroville Rescue Mission is proposing to operate a Cooling and Warming Center for those that are either unhoused or do not have adequate heating or cooling in their homes. The Oroville Rescue Mission (ORM) cooling/heating station offers each guest access to two free meals: lunch and dinner.

Each client can rest, cool down, warm up, utilize laundry facilities, and the shower trailer.

The Men and the Women's shelter each have a clothing closet, allowing the client to access clean clothing while theirs is laundered or disposed of. Each client can access case management on site, as well as, at our Resource Center downtown.

Since we are a homeless shelter, ORM can house individuals overnight on a night-to-night basis when beds are available. (More applicable during the Winter months.)

Ampla's Mobile Medical Unit is on site 2x monthly. The schedule varies based on availability. Each client is reminded of the hospitality and availability of nightly shelter services.

**Proposal:** ORM will provide services as described above for \$150.00 per day to operate the cooling center, and \$180.00 per day to operate the heating center.

Thank you for your consideration,

Allan Dikes  
Executive Director  
Oroville Rescue Mission



# CITY OF OROVILLE STAFF REPORT

**TO: OROVILLE CITY COUNCIL**

**FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER**

**RE: CONSIDER AND ADOPT THE UPDATED SALARY SCHEDULE FOR CITY ADMINISTRATOR**

**DATE: DECEMBER 20, 2022**

## SUMMARY

The City Council will consider and may adopt the updated salary schedule and the City Administrator

## DISCUSSION

The City Council has previously discussed and directed Staff to prepare a proposed salary schedule that includes a 25% increase to the salary schedule of the City Administrator. CalPERS requires the City Council to approve the master salary schedule every time there is a change.

Below is the Salary schedule that reflects the change directed by Council.

A	B	C	D	E	F	G
168,132	176,538	185,365	194,633	204,365	214,583	225,312

## FISCAL IMPACT

Unknown will be determined once agreement is reached with new City Administrator

## RECOMMENDATION

Approve Salary Schedule for City Administrator.



## CITY OF OROVILLE STAFF REPORT

**TO: OROVILLE CITY COUNCIL**

**FROM: SCOTT E. HUBER, CITY ATTORNEY**

**RE: CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOFF & ASSOCIATES TO CONDUCT A NATIONWIDE SEARCH FOR A CITY ADMINISTRATOR**

**DATE: DECEMBER 20, 2022**

### SUMMARY

The Council may consider and approve the professional services agreement between the City of Oroville and Koff & Associates to conduct a nationwide search for a City Administrator.

Assuming the Council approves the agreement with Mr. Lagrone to return full time to the position of police chief, the City will need to fill the position of City Administrator. It is recommended that the City engage a professional search firm to conduct the nationwide search.

The Professional Services Agreement is attached for your consideration and approval. This is similar to the prior recruiting agreements with Koff & Associates. Staff recommends approval.

### FISCAL IMPACT

The compensation study will not exceed \$25,000.

### RECOMMENDATION

Adopt Resolution No. XXXX – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A NATIONWIDE SEARCH FOR A CITY ADMINISTRATOR.

### ATTACHMENTS

**Resolution No. XXXX**  
**Koff & Associates Professional Services Agreement**  
**Koff & Associates Proposal**



**CITY OF OROVILLE  
RESOLUTION NO. 9118**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A NATIONWIDE SEARCH FOR A CITY ADMINISTRATOR**

**(Agreement No. 3438-1)**

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement between the City of Oroville and Koff & Associates. A copy 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 December 20, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Charles Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Assistant City Clerk, Jackie Glover

## HUMAN RESOURCES MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

THIS HUMAN RESOURCES MANAGEMENT PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the           day of          , **202**, by and between **KOFF & ASSOCIATES, A DIVISION OF GALLAGHER BENEFIT SERVICES, INC.** ("Gallagher"), a Delaware corporation with offices at 2835 Seventh Street, Berkeley, CA 94710, and **City of Oroville** ("Client"), located at **1735 Montgomery Street, Oroville, CA 95965.**

### RECITAL

Client desires to retain Gallagher as an independent contractor to perform human resource management professional services for Client, and Gallagher is willing to perform such services, on the terms set forth below.

#### **Scope of Work:**

The scope of work includes Recruitment Services for the position of City Administrator, described in more detail in **Exhibit A**, which is attached to this Agreement and incorporated herein by this reference.

### AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Services.** Gallagher agrees to perform the work project that is identified above to Client and other such services as may be requested by Client from time to time and that are within the competence and consistent with the expertise of Gallagher (collectively, the "Services"). The parties may delete, add or substitute Services, extend the term of this Agreement or alter the terms of compensation by executing one or more amendments or addenda, provided that each such amendment or addendum shall be signed by authorized representatives of both parties.

2. **Compensation.** Client agrees to pay Gallagher compensation as follows:

2.1 **Project Fee.** On a project fee basis. The Fee for Services for the specified work project shall not exceed **Twenty-Five Thousand Dollars** (\$25,000). Expenses are included in the Project Fee. Project fees shall be billed upon monthly progress task completion.

Expenses are included in our professional fee and will not be charged separately on a reimbursement basis. They include advertising expenses, photocopying, binding, and other similar document production charges, long distance telephone and facsimile, postage and courier, mileage at the then current IRS rate, hotel, airfare, car rentals, per diem, and other similar charges.

2.2 **Time Expended.** On a time expended basis. Should Client desire Gallagher to perform other human resources work unrelated to the above identified project, time shall be billed by Gallagher for each of its staff at the rates of \$220 per hour for Managing Director, \$175 per hour for Senior Project Manager, \$170 for Project Manager, \$165 per

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hour for Senior Associate, \$160 per hour for Associate, \$80 per hour for Administrative Coordinator, and \$75 per hour for Administrative Assistant. Any request for such time expended work must be evidenced in writing signed by Client's authorized representative.

**3. Payment.**

Our Regular Terms are Net 30.

Client shall pay Gallagher for its fees and reimbursable expenses (if applicable) within 30 days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of Gallagher within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to next invoice.

**4. Confidentiality.**

**4.1 Definition.** "Confidential Information" means any Client software source code; proprietary information; employment records; financial, tax, business and/or product records; and marketing, financial statements or records or other business information disclosed by Client either directly or indirectly, in writing, orally or by drawings or inspection of parts or equipment. "Confidential Information" shall not be deemed to include information which (a) is known to Gallagher at the time of disclosure to Gallagher by Client, as evidenced by written records of Gallagher; (b) has become publicly known and made generally available through no wrongful act of Gallagher; or (c) has been rightfully received by Gallagher from a third party who is authorized to make such disclosure.

**4.2 Covenant Not to Use or Disclose.** Gallagher shall not, during or subsequent to the term of this Agreement, use any of the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client, nor disclose any Confidential Information to any third party. It is understood that all Confidential Information shall remain the sole property of Client. Gallagher further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by its employees or agents.

**4.3 Return of Materials.** Upon the termination of this Agreement or upon Client's earlier request, Gallagher will deliver to Client all of Client's Confidential Information in tangible form that Gallagher may have in Gallagher's possession or control, except that Gallagher may retain one copy of all such materials solely for archival purposes.

**5. Ownership of Work Product.** Gallagher agrees that all of its customized reports, recommendations, plans, handbooks, copyrightable material and other work product created or assembled by it in the course of performing its Services hereunder are works for hire for

the benefit of Client and as such are the sole property of Client. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of Client as set forth or called for herein, Gallagher hereby sells, transfers, conveys and assigns any and all of its rights therein to Client. Notwithstanding the foregoing, Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the Client was used to create and which was developed entirely using Gallagher’s own resources. To the extent Gallagher’s intellectual property is necessary for the Client to use the services provided, Gallagher will grant to the Client a non-exclusive, royalty-free license to Gallagher’s intellectual property solely for the Client’s use of such services.

- 6. **Reports.** Gallagher shall regularly confer with and report to Client as to Gallagher's progress in performing the Services hereunder and that Gallagher will, as requested by Client, prepare written reports with respect thereto.
- 7. **Insurance.** Gallagher agrees to obtain and maintain adequate workers’ compensation, comprehensive general and vehicular insurance for claims for damages because of bodily injury (including death) and property damage caused by or arising out of acts or omissions of such employees. The minimum limits of such insurance (apart from workers’ compensation) shall be:

Workers’ Compensation:	Statutory Limits
General Liability:	\$2 million per occurrence
Errors and Omissions:	\$1 million per claim
Automobile Insurance:	\$1 million per occurrence

Gallagher shall, upon request, provide evidence of such insurance to Client. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the Client.

8. **Limits on Gallagher’s Responsibility, Indemnification and Limitation of Liability.**

8.1 **Limitations on Gallagher’s Responsibility.** Client acknowledges that in the absence of an express written undertaking by it to the contrary, Gallagher, in agreeing to perform and in performing the Services hereunder, does not in any manner guarantee the outcome, recommendation of any undertaking or activity that constitutes any portion of the Services. Gallagher warrants in this respect that its Services will be performed in a professional and businesslike manner, in accordance with human resources best practices and in accordance with the description of Services provided by it in its proposal or in one or more other signed written documents.

8.2 **Client Indemnification.** Gallagher agrees to indemnify, hold harmless and defend Client, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including

reasonable attorneys' and experts' fees and expenses and court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with Gallagher's performance of the Services hereunder, except to the extent caused by the gross negligence or willful misconduct of Client or its agents or employees.

At the same time, Client agrees to indemnify, hold harmless and defend Gallagher, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including reasonable attorneys' and experts' fees and expenses and court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with Gallagher's performance of the Services hereunder, except to the extent caused by the negligence or willful misconduct of Gallagher or its agents or employees.

**8.3 Limitation of Liability.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

**9. Term and Termination.**

**9.1 Termination for Convenience.** Either party may terminate this Agreement without cause upon giving at least thirty (30) days prior written notice thereof to the other party.

**9.2 Actions upon Termination.** Upon termination as provided above, all rights and duties of the parties toward each other shall cease except (a) if terminated by Client, Gallagher shall immediately cease all Services; and (b) if terminated by Gallagher for any reason other than a breach hereunder by Client, and if desired by Client, Gallagher agrees to complete any assignment, on the same terms and conditions, including compensation, as otherwise applicable.

**9.3 Survival.** The following sections shall survive termination of this Agreement: **Section 3, Section 4, Section 5, Section 8, Section 9.2, this Section 9.3 and Section 10.**

**10. General.**

**10.1 Assignment.** Neither party shall assign any rights or delegate any duties without the prior written consent of the other party, which consent shall not be unreasonably

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withheld. Any attempted assignment or transfer without the other party's consent shall be void and of no effect.

**10.2 Independent Contractor.** Nothing in this Agreement shall in any way be construed to constitute Gallagher as an agent, employee or representative of Client, but Gallagher shall perform the Services hereunder as an independent contractor. Since Gallagher is not an employee of Client, it is understood that Gallagher is not entitled to any employee benefits during the term of this Agreement. Gallagher agrees to furnish any and all materials necessary for it to perform the Services.

**10.3 Arbitration.** Client and Gallagher agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by binding arbitration to be held in client location or Alameda County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to reimbursement by the other party of its costs and expenses of arbitration and the costs of enforcing any arbitration award, including its attorneys' and experts' fees and expenses.

**10.4 Governing Law.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of law principles.

**10.5 Entire Agreement.** This Agreement, together with the description of the project and any and all amendments and addenda, as applicable, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

**10.6 Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other party at the address shown at the beginning of this Agreement or such other address of which such party may notify the other and shall be deemed given upon delivery if delivered personally, one (1) business day following delivery by facsimile with machine confirmation of transmission, or three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

**10.7 Waiver.** The failure of either party to assert any claim or right against the other party regarding its obligations under this Agreement and/or any amendments or addenda hereto, in any one or more instance, shall not constitute a waiver of such claim or right of any obligations under this Agreement.

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**10.8 Non-Solicitation.** Except with the written consent of Georg Krammer or Katie Kaneko, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the “Time Period”) Client will not solicit services from or hire any Gallagher employee or contractor (each, a “Team Member”) with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that Gallagher recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member’s first year’s total compensation which accurately reflects a reasonable estimate of Gallagher’s time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

**10.9 Non-Discrimination.** Gallagher shall comply with all Federal, State, and local laws and regulations including Client’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Executive Order 11246-Compliance with Section 3, Title VII of the Civil Rights Act of 1964 as amended, Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1102.1. Gallagher shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Gallagher discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other protected group.

(Signatures next page)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above on Page 1.

KOFF & ASSOCIATES, A DIVISION OF  
GALLAGHER BENEFIT SERVICES, INC.

CITY OF OROVILLE:

By: Georg S. Krammer

By: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Title: Managing Director

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

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

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





# EXECUTIVE RECRUITMENT SERVICES

## CITY ADMINISTRATOR

### CITY OF OROVILLE

Professional Services Agreement  
**EXHIBIT A**

Submittal date: November 14, 2022



Koff & Associates  
A Gallagher Company

Submitted by:  
Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

**Frank Rojas**  
Recruitment Manager  
[frojas@koffassociates.com](mailto:frojas@koffassociates.com)  
510.495.0448



November 14, 2022

Scott Huber  
City of Oroville  
1735 Montgomery Street,  
Oroville, CA 95965.

Dear Mr. Huber,

Thank you for the opportunity to submit our proposal to assist the City of Oroville with Executive Recruitment services. We are excited about the possibility of continuing this partnership and supporting the City with the search for its next City Administrator. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or [frojas@koffassociates.com](mailto:frojas@koffassociates.com). We will assign an executive recruiter based on the need and capacity of the consultant at the time a recruitment is awarded.

Sincerely,

Frank Rojas  
Recruitment Manager



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## BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

## EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships

K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.

We value strength in diversity

We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees’ certification training, we are leaders in public sector Diversity and Inclusion.

We leverage innovative search technology

K&A uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Oroville.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.





## RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by Frank Rojas (some while at a previous firm):

Agency	Title	Year Completed
City of Palm Springs	City Manager	Current
City of Carson	Finance Director, Public Works Operations Manager, Community Service Director, City Manager, Public Works Director	Current – 2020
City of East Palo Alto	City Manager, Chief of Police	Current
City of Oxnard	Budget Manager, Public Works Dir., Asst. Public Works Dir. (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Planning & Environmental Manager, Assistant Director of Housing Programs, Environmental Waste Division Manager	Current – 2017
City of Berkeley	I.T. Director, Deputy Director of Finance, Public Works Director, Deputy City Attorney (2), Director of Health, Housing and Community Services, Operations Manager (2), Accounting Manager	Current – 2020
City of Salinas	Finance Director, City Manager, Chief of Police, Assistant Finance Director	Current - 2021
City of Millbrae	Community Development Director, Public Works Director, Finance Director	Current/2021
City of Signal Hill	City Manager	Current
City of San Jose	Assistant CIO, Chief Information Officer	Current/2022
City of Long Beach	City Treasurer	2022
County of San Mateo Transportation Authority/District	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor, Real Estate	2022/2021
City of San Bernardino	Director of Public Works, Chief of Police, Director of Human Resources, Director of Animal Services, Director of Finance, Assistant HR Director (Risk)	2022 -2020
City of Pasadena	Chief of Police, Controller	2022
County of Riverside	County Counsel, Diversity Equity, and Inclusion Officer, Chief Executive Officer, Animal Services Director	2022-2020
East Valley Water District	General Manager/Chief Executive Officer	2022
Stinson Beach County Water District	General Manager	2022
City of Oceanside	City Manager	2022
Los Angeles County Vector Control District	General Manager	2022



Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
City of Calexico	City Manager, Chief of Police	2022
East Bay RPD	Chief Information Officer	2022
CALAFCO	Executive Director	2022
Santa Barbara Metropolitan TD	Director of Finance and Administration, Director of Human Resources and Risk	2022
City of Leavenworth	City Administrator	2022
City of Lawndale	Director of Finance / City Treasurer	2022
City of Tracy	City Attorney	2022
City of Riverside	Budget Manager	2022
Contra Costa Water Dist.	Director of Finance	2022
County of Stanislaus	Director of Animal Services	2022
City of Cherry Hills Village	Chief of Police	2022
City of Woodland Park	Chief of Police	2022
City of Oroville	Chief of Police	2022
Humboldt Waste Management Authority	Executive Director	2021
City of Chico	Public Works Director	2021
Tahoe Regional Planning Authority	Director of Human Resources & Organizational Development	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021
City of San Diego	Director of Transportation	2021
City of Glendale	City Manager	2021
Orange County Social Services Agency	Chief Deputy Director, Division Director (3)	2021/2020/2019
City of Carson	Public Works Director, Community Services Director, City Manager	2021/2020/2019
City of Colton	Public Works & Utility Services Director	2021
City of Redlands	Director of Municipal Utilities & Engineering, Fire Chief	2021/2020
City of Ontario	Economic Development Director	2021
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021/2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Avondale	Development & Engineering Services Director, Economic Development Director	2020/2019



City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020
City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020/2019/2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020
Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020/2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020/2018/2016
City of Garden Grove	Finance Director, City Manager	2019/2016
Desert Healthcare Dist.	Chief Executive Officer	2019
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018



## PROJECT TEAM

### **Frank Rojas** **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of San Bernardino, County of Riverside, City of Riverside, City of Pasadena, and City of Calexico, recent successful efforts include positions of City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

### **Carlo Zabala** **Executive Recruiter**

Carlo has over 15 years of experience in the recruiting field. He started his career as a nurse recruiter on travel nursing contracts and filling multiple roles throughout the country, working with healthcare systems to fill their needs. He then went on to work at PRIDE Industries, the nation's largest employer of people with disabilities, recruiting for their new government contracts and corporate positions. His next recruiting role was with CVS/Aetna, a Fortune 5 company, where he worked on new Medicare contracts. Most recently, Carlo was Sr Recruiter at Shriners Hospital for Children Northern CA, implementing a new recruitment program at the hospital.





## PROJECT TEAM, Cont.

### **Joshua Boudreaux** **Recruiting Supervisor**

Joshua has over nine (9) years of public sector Human Resources experience.

He began his public sector journey as a labor representative with the Orange County Employees Association representing employees in grievances, investigations, meet and confers, interactive processes, arbitrations, and negotiations. He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018. Since joining K&A, Joshua partners his classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. He currently manages full-cycle recruitments for California public sector agencies including, cities, counties, and special districts. He provides supervisory oversight for technical, professional, and management recruitments.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

**Current & Previous Recruitments:** City of Seaside – Associate Engineer, Senior Engineer; City of Fairfield – Fire Inspector I/II; Valley Water District – Environmental Planner/Regulatory Specialist, Senior Engineering Technician, Sr. Information Systems Technician; County of Sonoma – Real Estate Manager; Alameda County Water District – Director of Engineering; Dublin San Ramon – Waste Water Treatment Superintendent, Electrician II; City of Long Beach – Jail Administrator, Medical Director, Occupational Health Services Manager; Port of Oakland – Maintenance Manager; City of Gilroy – Fleet Superintendent; Big Bear Lake – Senior Accountant; City of Richmond – Budget Administrator, Accounting Manager; Monterey One Water – SCADA Analyst; City of Richmond – Deputy Director of Community Services: Employment and Training.

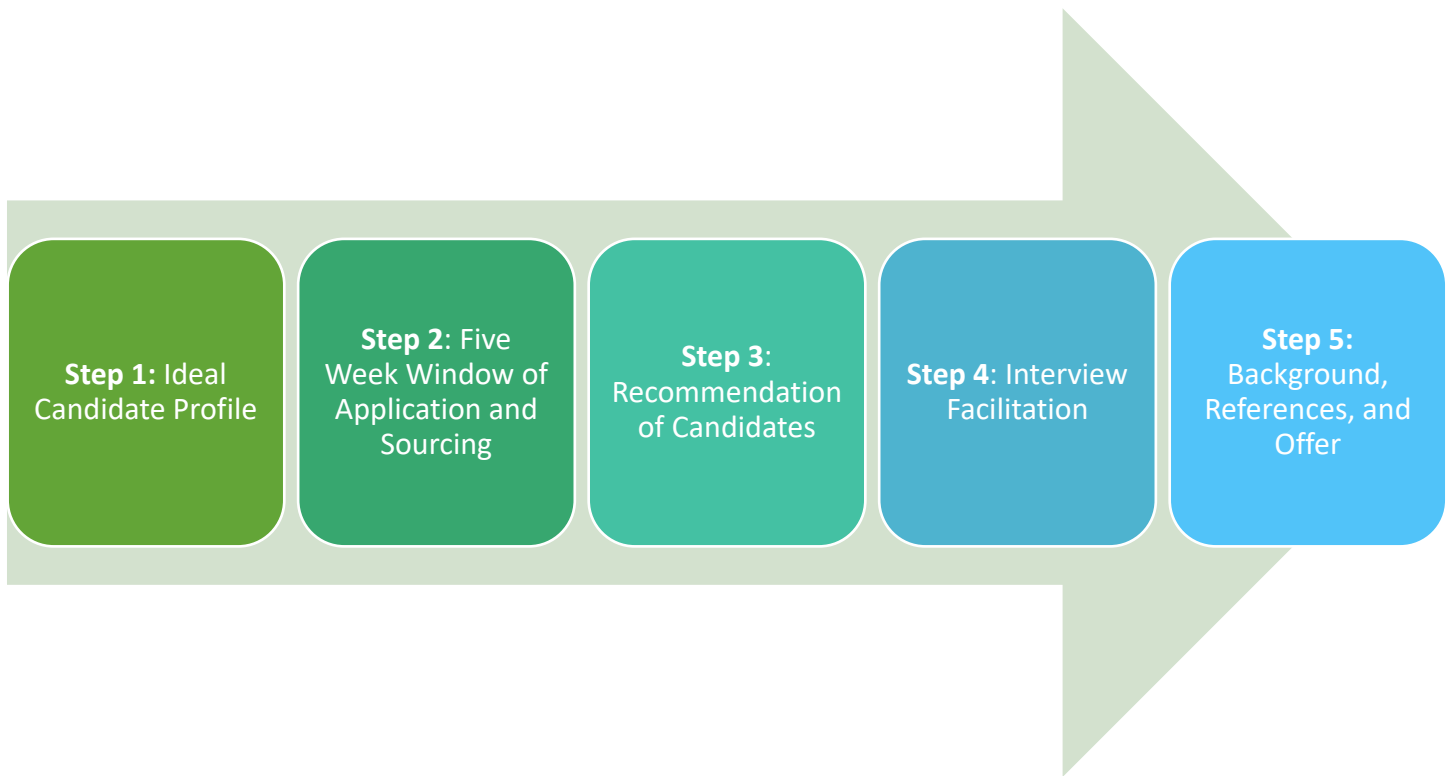


## PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants.** This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





## Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

### Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Oroville and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

## Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.



### Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

### Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

### Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



### Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1	█						
Step 2		█	█				
Step 3				█			
Step 4					█	█	
Step 5							█



## REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization’s needs.

Recruitment & Agency	Contact
<p>Oxnard, City of</p> <p>Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications &amp; Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers</p>	<p>Lisa Baker Assistant Director, Human Resources</p> <p>805.385.7596 <a href="mailto:lisa.baker@oxnard.org">lisa.baker@oxnard.org</a> 4300 W. Third Street Oxnard, CA 93030</p>
<p>San Bernardino, City of</p> <p>Director of Community &amp; Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director</p>	<p>Edelia Eveland Assistant City Manager</p> <p>909.384.5262 <a href="mailto:eveland_ed@bsbcity.org">eveland_ed@bsbcity.org</a> 290 North 'D' Street San Bernardino, CA 92401</p>
<p>Berkeley, City of</p> <p>Director of Information Technology, Director of Health, Housing, and Community Services, Director of Public Works, Deputy City Attorney(s), Manager of Engineering, Operations Manager(s)</p>	<p>LaTanya Bellow, Deputy City Manager Liam Garland, Public Works Director</p> <p>510.815.1767 <a href="mailto:lbellow@cityofberkeley.info">lbellow@cityofberkeley.info</a> 510.981.6303 <a href="mailto:lgarland@cityofberkeley.info">lgarland@cityofberkeley.info</a> 2180 Milvia St Berkeley, CA 94704</p>
<p>Salinas, City of</p> <p>City Manager Finance Director</p>	<p>Marina Horta-Gallegos Human Resources Director</p> <p>831.758.7417 <a href="mailto:marinah@ci.salinas.ca.us">marinah@ci.salinas.ca.us</a> 200 Lincoln Avenue Salinas, CA 93901</p>



## PRICING PROPOSAL

### Project

- City Administrator

### Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

*Note: Expenses do not include candidate travel.*

#### **Optional: Recruitment Video**

*In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$3,500.*

### Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A’s retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.



## Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

## K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.





## OTHER: PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

## INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



Koff & Associates  
A Gallagher Company

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES  
State of California

A handwritten signature in black ink, appearing to read 'Frank Rojas', enclosed in a thin black rectangular border.

**Frank Rojas**

**Date: November 14, 2022**

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**Recruitment Manager**



Koff & Associates  
A Gallagher Company

Item 3.



CITY OF EAST PALO ALTO, CALIFORNIA

# City Manager

## THE COMMUNITY

The City of East Palo Alto is a beautiful community located in the heart of the Silicon Valley, uniquely positioned to maximize its potential as a significant city in the region. Founded by speculators and farmers in 1849, the town was originally named Ravenswood. In 1983, the residents decided to incorporate as East Palo Alto. The City features a rich heritage, a culturally diverse community, and a moderate climate. Centrally located with close proximity to the San Jose and San Francisco international airports, East Palo Alto brings a commitment to the environment and to expanding open space and park facilities. This is a friendly residential community with a small town, family-oriented atmosphere, with a progressive public school district and excellent private schools. Major nearby colleges include Stanford University, San Jose State University, San Francisco State University, and the University of San Francisco. The population is approximately 31,500 with an area of 2.5 square miles.

## GOVERNANCE

The five-member City Council is the duly elected governing body of the City and are elected to serve four-year terms. To assist the Council and the citizens of the City in carrying out the duly established policies of the Council and to administer the needs of the City, the Council establishes the structure and procedures for governing and administering the City. The Council appoints the City Manager and City Attorney. The City Manager in turn appoints other City department heads, who are generally responsible for the proper function of their respective departments in carrying out the established policies of the Council and serving the needs of the citizens.

## THE POSITION

Under policy direction, the City Manager plans, organizes, and provides administrative direction and oversight for all City functions and activities; provides policy guidance and program evaluation to the City Council and management staff; encourages and facilitates provision of services to City residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required.

The City Manager receives administrative and general policy direction from the City Council. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. The City Manager exercises general direction and supervision to the entire City staff through subordinate levels of management and supervision.

### Key Functions include but are not limited to the following:

- Plans, organizes, and administers operations of the City either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the City in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the City Council.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the City Council, Department Heads, and the City; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual budget for the City; authorizes, directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the City Council.



- Advises the City Council on issues, programs, and financial status; prepares and recommends long- and short-term plans for City service provision, capital improvements, and funding; directs the development of specific proposals for action regarding current and future City needs; attends all meetings of the Council.
- Oversees the administration, construction, use, and maintenance of all City facilities and equipment, including buildings, parks, facilities, and other public property.
- Represents the City and the Council in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the City government.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the City; has responsibility for enforcement of all City codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work evaluation of City staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures the maintenance of working and official City files.
- Ensures that the Council is kept informed of City functions, activities, and financial status, and of legal, social, and economic issues affecting City activities.



- Monitors changes in laws, regulations, and technology that may affect City operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

## ■ IDEAL CANDIDATE

The ideal candidate will be an honest, ethical, and dynamic leader with a record of professional accomplishments that demonstrate the ability to effectively lead a diverse public organization. A proven record as an effective and collaborative leader—possessing confidence, excellent communication and interpersonal skills, strong technical and business acumen, and sound fiscal management skills—is essential. This challenging position requires a strong, visionary leader committed to quality improvement, customer service, staff engagement and inclusiveness, and performance management. The qualified candidate will be able to negotiate challenging political waters, while remaining focused on organizational goals, managing a solid executive team, and working with a passionate and involved City Council. The successful candidate will be a visionary, strategic leader and planner who can work with City Council, staff, union representatives, and other key stakeholders to achieve economic growth and improve the quality of life for all City residents.

The successful candidate will have demonstrated a solid track record of leading and managing municipal service initiatives in the areas of public safety, business and economic development, and public works. The ideal candidate shall have expertise in financial and budget management, agency administration, and the ability to maintain collaborative relationships with City





Council, staff, and the community. The new City Manager will have excellent interpersonal abilities necessary to build and maintain solid relationships with elected officials, regional and national business partners, surrounding cities, governmental agencies, union representatives, staff, and the community through open and respectful dialogue. It is important to engage and embrace in the cultural diversity of the City.

#### Key Attributes and Characteristics

- A strong leader who shares the vision of the Council and community, and who can advocate, articulate, and implement that vision. A manager who is able to blend innovation and creativity; someone who can think outside the box and can creatively move the City in a new direction or next step, while acknowledging the challenges of the City and addressing those in a strategic manner.
- A professional who can lead the organization with a commitment to uphold the values of East Palo Alto, including valuing positive employee working relations and respecting the richness of cultures and diversity.
- A forward thinker with the willingness to make difficult decisions based on what is right and what is best for the organization.
- A friendly, approachable leader who is visible and actively engaged in the community to ensure quality customer service, one that understands the needs of the community to ensure their concerns are heard and respected.
- A diplomatic professional, someone known as a people person with an engaging style, who is comfortable interacting with a wide spectrum of individuals and who welcomes dialogue and discussion.
- An inclusive, engaging, and communicative leader with the highest integrity, character, and ethics.
- A manager who values and openly demonstrates an appreciation for and connection with staff, and has the ability to maintain and build trust and actively listen.

## QUALIFICATIONS

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to graduation from a four-year college or university with major coursework in public or business administration, public policy, finance, or a related field.
- Five (5) years of management experience in a public agency setting as a City Manager, Assistant City Manager, or in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation.
- An equivalent to a master's degree in Public or Business Administration is highly desired.

## SALARY AND BENEFITS

**The Salary for the City Manager position tops out at \$226,600.19.**

## APPLICATION PROCESS AND RECRUITMENT SCHEDULE

**The final filing date is Monday, August 15, 2022.**

To be considered, please electronically submit your resume, cover letter and a list of six professional references (references will not be contacted in the early stages of the recruitment) to:

<https://koffassociates.com/city-manager-4/>

Resumes should reflect years and months of positions held, as well as size of staff and budgets you have managed. For additional information, please contact:



Frank Rojas / Carlo Zabala  
(510) 495-0448 / (510) 342-3233

[frojas@koffassociates.com](mailto:frojas@koffassociates.com) / [czabala@koffassociates.com](mailto:czabala@koffassociates.com)

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter. Koff & Associates will report the results to the City. The City will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: SCOTT E. HUBER, CITY ATTORNEY**

**RE: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LAGRONE**

**DATE: DECEMBER 20, 2022**

### SUMMARY

The Council will consider an employment agreement between the City of Oroville and Billy LaGrone for the position of Chief of Police for the City of Oroville.

### DISCUSSION

For the past several years LaGrone has worked in the capacity as the City Administrator and often as the acting Police Chief. Prior to be appointed as the City Administrator LaGrone served the City as the Director of Public Safety overseeing both the Fire Department and the Police Department. The Council recognizes the necessity to bifurcate these duties and believes now is the time.

The Council has previously evaluated the performance of LaGrone at several closed session over the past few meetings. The Council is satisfied that LaGrone has performed at the satisfactory level.

Staff has prepared a contract for Billy LaGrone, as the Chief of Police. The terms of the contract include a salary of \$180,250 for a term of two years. If approved the contract will be from January 04, 2023, to January 05, 2025. In June of 2024 If LaGrone wishes to continue the contract, he must submit a letter asking the Council for an extension. The Council would have to consider the letter and respond within 30 days to continue the contract. LaGrone will be credited with PERS for all time served as Police Chief. Please review the attached proposed contract for additional details of the contract. The contract is consistent with contracts for all Department Heads.

**FISCAL IMPACT:**

Funding will come from the Police Department annual budget.

**RECOMMENDATION:**

Adopt Resolution No. 9119 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND Billy LaGrone TO SERVE AS THE CHIEF OF POLICE – (Agreement No. 1969-11).

**ATTACHMENTS:**

1. Agreement 1969-11



**OROVILLE CITY COUNCIL  
RESOLUTION NO. 9119**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LA GRONE**

**(Agreement No. 1969-11)**

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

- 1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Bill La Grone. The Amendment 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 December 20, 2022, by the following vote:

AYES: Council Members

NOES: None

ABSTAIN: None

ABSENT: None

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

## **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LAGRONE**

This employment agreement ("Agreement") is made and entered into on December 20, 2022, by and between the City of Oroville ("City") and Billy LaGrone ("EMPLOYEE") both of whom understand as follows:

**Witnessed:**

**WHEREAS**, City desires to employ the services of LaGrone as its Chief of Police; and

**WHEREAS**, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for LaGrone; and

**WHEREAS**, LaGrone desires to accept employment as the Chief of Police for the City of Oroville.

**Now, therefore**, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

**Section 1. Duties:**

City hereby agrees to employ EMPLOYEE as the Chief of Police of the City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the approved job description (which may be amended from time to time) and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him.

**Section 2. Term; Termination; Severance Compensation:**

- A.** The term of this Agreement shall be January 4, 2023 through January 5, 2025. EMPLOYEE agrees to remain in the employ of City during the term of this Agreement and shall not become employed by any other city or entity until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.
- B.** If EMPLOYEE resigns his position as the Chief of Police before the expiration date of the initial or any extended term of the agreement, EMPLOYEE shall give City a 60-day written notice in advance. In such event, EMPLOYEE shall not be entitled to the severance compensation provided for in Section 2.C. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should EMPLOYEE make such request.
- C.** As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges EMPLOYEE from his position, without cause, as Chief of Police, the City shall pay EMPLOYEE a lump-sum cash payment equal to six months salary. In addition, EMPLOYEE shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle allowance and technology allowance. However, in the event EMPLOYEE is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, EMPLOYEE shall have the opportunity to retire from City employment through PERS, in lieu of termination.

D. On or before June 30, 2024, EMPLOYEE shall give written notice to City if he wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to EMPLOYEE of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined in Paragraph 2.A, and thereafter EMPLOYEE shall not be entitled to any compensation except for any accrued vested benefits as listed above.

**Section 3. Random Drug Testing Policy:**

EMPLOYEE agrees to comply with the City of Oroville’s Substance Abuse Policy Statement, as outlined in the City of Oroville’s Policy and Procedures.

**Section 4. Non-Industrial Injury/ Illness:**

If EMPLOYEE becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

**Section 5. Salary:**

City agrees to place EMPLOYEE at Step G of the Police Chief salary schedule, an annual base salary of \$180,250, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

**Section 6. Hours of Work; Administrative Leave:**

Employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that it shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and employee agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. Employee shall have the option to cash out up to 40 hours of administrative leave per calendar year.

**Section 7. Bereavement Leave:**

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, employee shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, EMPLOYEE shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work. The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

**Section 8. Automobile Allowance:**

City shall provide an automobile to EMPLOYEE suitable for his use while performing his duties or compensate him if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

**Section 9. Vacation and Sick Leave:**

EMPLOYEE shall accumulate sick leave at the rate of one (1) workday for each month of employment. EMPLOYEE shall be permitted to accumulate an unlimited amount of sick leave.

EMPLOYEE shall accumulate vacation leave at the rate of 25 working days of vacation per year. EMPLOYEE shall be permitted to accumulate an unlimited amount of vacation.

**Section 10. Medical, Vision, Life, Disability and Dental Insurance:**

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for EMPLOYEE and his eligible dependents.

**Section 11. Holidays: EMPLOYEE is authorized to celebrate the following holidays:**

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. New Year's Day         | 7. Labor Day                          |
| 2. Martin Luther King Day | 8. Veteran's Day                      |
| 3. Lincoln's Birthday     | 9. Thanksgiving Day                   |
| 4. President's Day        | 10. The Day After Thanksgiving Day    |
| 5. Memorial Day           | 11. Last Workday Before Christmas Day |
| 6. Independence Day       | 12. Christmas Day                     |

EMPLOYEE shall be compensated for each holiday of straight time compensation.

**Section 12. Technology Fee:**

City shall provide a technology allowance to EMPLOYEE in the amount of \$100/month to compensate his for the use of his private cell phone and laptop/tablet for City business.

**Section 13. Uniform Allowance:**

On the first pay period in December, and each first pay period in December thereafter; EMPLOYEE shall receive an annual clothing allowance of \$950.00. This will constitute the clothing allowance for the following calendar year.

The City agrees to provide EMPLOYEE with the following uniform insignia:

- 1) Patches - up to 8 sets per year as needed
- 2) Pins - as needed
- 3) Badge

**Section 14. Retirement:**

EMPLOYEE will pay 9% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions, EMPLOYEE and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4<sup>th</sup> level for EMPLOYEE.

**Sick Leave Conversion at the Time of Retirement:**

Upon regular retirement from the City of Oroville, EMPLOYEE shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. EMPLOYEE may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If EMPLOYEE elects to convert his unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, EMPLOYEE shall have the option of continuing medical, dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, EMPLOYEE becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Subject is eligible for Medical longevity as previously approved by the City Council 20 years of service plus 5 years past earliest retirement date allows employee to be eligible for medical until age 65 when employee becomes eligible for Medicare

**Section 15. Deferred Compensation Plan:**

The City shall provide a Deferred Compensation Plan for EMPLOYEE. The City shall contribute 3% of EMPLOYEE's base salary to EMPLOYEE's Deferred Compensation Plan. In addition, the City shall match the first 2% that EMPLOYEE contributes to EMPLOYEE's Deferred Compensation Plan.

**Section 16. Outside Employment:**

During the term of the agreement, and any extensions thereof, EMPLOYEE shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with EMPLOYEE's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

**Section 17. Dues and Subscriptions:**

City agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local

associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

**Section 18. Professional Development:**

- A. City agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions to continue the professional development of EMPLOYEE, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

**Section 19. General Expenses:**

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Administration's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

**Section 20. Civic Club Membership:**

City recognizes the desirability of representation in and before local civic and other organizations, and EMPLOYEE is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of EMPLOYEE's civic club membership expenses.

**Section 21. Indemnification:**

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as Chief of Police, except for any civil action or proceeding brought against EMPLOYEE for actual fraud, or corruption. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 22. Bonding:**

City shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

**Section 23. Other Terms and Conditions of Employment:**

It is understood and agreed by City and EMPLOYEE that EMPLOYEE is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, EMPLOYEE serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

**Section 24. Notices:**

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO EMPLOYEE: EMPLOYEE at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

**Section 25. General Provisions:**

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.
- C. The agreement shall not be assigned by EMPLOYEE or City.
- D. The agreement shall not be modified without the written consent of EMPLOYEE and City.
- E. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held December 20, 2022.

**CITY OF OROVILLE**

**BILLY LAGRONE**

\_\_\_\_\_  
Chuck Reynolds, Mayor

\_\_\_\_\_  
Billy LaGrone

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott E. Huber, City Attorney



**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
TOM LANDO, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, CHIEF OF POLICE**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR NOVEMBER 2022**

**DATE: DECEMBER 20, 2022**

**SUMMARY**

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant</b>
Police Officer	20	29	9
Dispatcher	6	7	1
Municipal Law Enforcement	8	9	1
Administrative Personnel	3	4	1

**Department Activity:**

<b>Events Year to Date 2022</b>	<b>Average Response Time for Crimes against persons <small>*Priority 1 crimes</small></b>	<b>Average Response Time for all types of calls for Service</b>	<b>National Average Response Time</b>
38,284	4:37 minutes	5:52 minutes	8 - 11 minutes

**Patrol Checks and Park Patrols:**

	<b>Patrol Checks</b>
NOVEMBER 2022	194
Year to Date	2,483

**Parking Enforcement Citations Issued:**

Item i.

NOVEMBER 2022	Year to Date 2022	NOVEMBER 2021	Year to date 2021
27	169	3	83

**Police Activity:**

	NOVEMBER 2021	NOVEMBER 2022	Year to date 2021	Year to date 2022
<b>Arrest</b>				
<b>Misdemeanor</b>	114	57	1404	1026
<b>Felony</b>	51	28	596	433

	NOVEMBER 2021	NOVEMBER 2022	Year to date 2021	Year to date 2022
<b>Citations</b>				
	174	38	1086	564

**Uniform Crime Reporting:**

Crimes of Violence	NOVEMBER 2022	Year to Date JANUARY – DECEMBER
Homicide	1	3
Rape	0	9
Robbery	4	23
Aggravated Assault	4	35

**SPCA Statics:****Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	7	48	6.85
Priority	37	210	5.66
At Officer Convenience	23	131	5.72
After Hours	16	120	7.50

**Animal Intake and Outcome Stats:**

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
77	54	35	36	2	4	0

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

**Animal Outcomes:**

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	3	3	0	0	0	0
Died	4	1	1	0	3	0
Disposal	7	3	1	0	0	3
Euthanasia	27	4	20	0	2	1
RTO	12	10	2	0	0	0
Escaped	1	1	0	0	0	0
Found Exp	0	0	0	0	0	0

\*Others are wild animals such as bats, skunks, snakes, possums, etc

**SPCA After-hours call outs:**

NOVEMBER 2022
16

**Shoes for Kids:**

Shoes Provided	Socks Provided
1	1 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

None



California Region  
3011 Triad Place  
Livermore, CA 94551-9559

November 28, 2022

City Administrator's Office  
City of Oroville  
1735 Montgomery Street  
Oroville, CA. 95965

RE: Important Information—Price Changes

Dear Sir or Madam,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting January 1, 2023, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at [WSTCAL\\_FranchiseOperationsCalifornia@comcast.com](mailto:WSTCAL_FranchiseOperationsCalifornia@comcast.com) or (925) 766-3095.

Sincerely,

Mitzi Givens-Russell  
Government Affairs Manager  
Comcast California

DEC 5 - 2022

Enclosed: Customer Notice

# Important information regarding your Xfinity services and pricing

Effective January 1, 2023

<b>XFINITY TV</b>	<b>Current</b>	<b>New</b>
<b>Broadcast TV Fee</b>		
Grass Valley, Nevada City	\$23.00	\$27.15
Oroville, Gridley, Biggs, Chico, Glenn County, Butte County	\$17.85	\$21.65
<b>Choice TV Select</b>	\$32.50	\$37.50
<b>Choice TV Select - with TV Box (Flex upgrade)</b>	\$40.00	\$46.50

<b>Pay-Per-View and On Demand Subscription Services</b>	<b>Current</b>	<b>New</b>
<b>Acorn TV On Demand</b>	\$5.99	\$6.99

<b>Xfinity Internet</b>	<b>Current</b>	<b>New</b>
<b>Connect</b>	\$60.00	\$61.00
<b>Connect More</b>	\$70.00	\$73.00
<b>Fast</b>	\$80.00	\$83.00
<b>Superfast</b>	\$90.00	\$93.00
<b>Gigabit</b>	\$100.00	\$103.00
<b>Gigabit Extra</b>	\$110.00	\$113.00
<b>Internet/Voice Equipment Rental</b>	\$14.00	\$15.00

<b>Xfinity Discounts</b>	<b>Current</b>	<b>New</b>
<b>Autopay and Paperless Billing Discount (Credit or Debit Card) - Effective 10/25/2022</b>	\$10.00	\$5.00

<b>Xfinity Equipment</b>	<b>Current</b>	<b>New</b>
<b>TV Box (Includes Remote)</b>	\$7.50	\$9.00
<b>TV Adapter for Primary TV (Includes Remote)</b>	\$7.50	\$9.00

<b>Installation</b>	<b>Current</b>	<b>New</b>
<b>Professional Installation</b>	\$99.99	\$100.00

<b>Miscellaneous</b>	<b>Current</b>	<b>New</b>
<b>Regional Sports Fee</b>		
Grass Valley, Nevada City, Oroville, Gridley, Biggs, Butte County	\$12.45	\$12.35
Chico, Willows, Glenn County, Orland, Butte County	\$10.30	\$10.10

Biggs, Butte County, Chico, Corning, Durham, Glenn County, Grass Valley, Gridley, Hamilton City, Magalia, Nevada City, Orland, Oroville, Paradise, Willows, CA

81556000 (0110-0150, 0190-0200, 0230-0360)

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