



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**September 06, 2022**  
**REGULAR MEETING**  
**CLOSED SESSION 4:00 PM**  
**OPEN SESSION 4:30 PM**  
**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/UCAoRW34swYI85UBfYqT7IbQ/>
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, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

## CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Police Chief and Deputy City Clerk
2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.
3. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – One cases.

## OPEN SESSION

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

## PRESENTATIONS AND PROCLAMATIONS

1. Art Wall Presentation by the Rainforest Art Project

## 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 - 7** 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. SECOND READING OF THE CALPERS ORDINANCE TO AMEND THE CALPERS CONTRACT TO END SHARING ADDITIONAL COSTS FOR UNREPRESENTED EMPLOYEES**

The Council shall conduct a second reading of the CalPERS Ordinance to amend the California Public Employees' Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit.

### RECOMMENDATION

Waive the second reading, and adopt by title only, Ordinance No. 1868 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

**2. TASK ORDER #5 - CONVENTION CENTER EXTERIOR ACCESS**

The Council may consider directing Staff to issue Task Order #5 (TO #5) to W Gilbert Engineering to provide surveying, design, and bid documents for the improvement of exterior access at the Convention Center.

**RECOMMENDATION**

Staff recommends that the City Administrator be authorized to issue the subject Task Order to W Gilbert Engineering.

**3. CONSIDER AND APPROVE RFP FOR CITYWIDE COMPENSATION STUDY**

The City council shall consider approving the attached request for proposals for a citywide compensation study.

**RECOMMENDATION**

Consider approving a citywide compensation study and give authority to release a request for proposals.

**4. CONSIDER AND APPROVE A JOB DESCRIPTIONS FOR AIRPORT MANAGER, POLICE RECORDS SUPERVISOR AND ADMINISTRATIVE INTERN**

The City Council will consider and adopt job descriptions for Airport Manager, Police Records Supervisor and Clerical Intern and approve recruiting for the positions.

**RECOMMENDATION**

Approve the attached job descriptions for Airport Manager. Police Records Supervisor and Administrative Intern and approve recruiting for the positions.

**5. PURCHASE OF (1) VACTOR 2100 TRUCK FOR THE SEWER DIVISION**

The Council may receive information regarding the purchase of, (1) Vactor 2100 truck for the Sewer Division in the amount of \$474,682.46.

**RECOMMENDATION**

For informational purposes only as this item was approved in the 2022/2023 Fiscal Year budget.

**6. PURCHASE OF ADDITIONAL VEHICLE LIFT FOR FLEET MAINTENANCE DIVISION**

Council many consider and approve the purchase of a “2 post” automotive lift apparatus to aid in efficiency of repairs to city fleet equipment in the amount of \$27,811.04.

**RECOMMENDATION**

Approve the \$27,811.04 expenditure for the addition of a new “2 post” lift including installation to aid it efficient repairs from the funds listed above.

## **7. OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ**

The Council will consider the authorization for the purchase of a sponsor table at the 2022 Annual Oroville Area Chamber of Commerce Barbeque to be held on September 8, 2022

### **RECOMMENDATION**

Authorize Staff to purchase of 2 tables for the city at the 2022 Annual Chamber Barbeque

## **REGULAR BUSINESS**

### **8. ADD FUNDS TO AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING FOR FISCAL YEAR 2022/2023**

The Council may consider adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance.

### **RECOMMENDATION**

The Council may consider adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance in an amount not to exceed \$9,500 per month through Fiscal Year 22/23.

### **9. PURCHASE OF (2) TRUNARC TESTING DEVICES**

The Council will consider authorizing the Police Department to purchase two (2) TruNarc handheld narcotic analyzers with one year warranty and training for \$51,490.09.

### **RECOMMENDATION**

Authorize the purchase of two (2) TruNarc handheld narcotic analyzers with one year warranty and training.

### **10. PURCHASE OF 50 APX8500 PORTABLE VEHICLE RADIOS, AND EQUIPMENT PLUS SOFTWARE TO ENCRYPT RADIOS TO MEET CURRENT DOJ REQUIREMENTS**

The Council will consider authorizing the purchase of 50-APX8500 vehicle radios, and equipment plus the software to encrypt the radios to meet current Department of Justice requirements, in an amount not to exceed \$571,245.10

### **RECOMMENDATION**

Authorize the Police Department to purchase 50 APX8500 Motorola radios and all necessary equipment and software for radios, in an amount not to exceed \$571,245.10, as outlined in the attached quotes.

## **REPORTS / DISCUSSIONS / CORRESPONDENCE**

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence - None

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 20, 2022 4:00 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.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: SECOND READING OF THE CALPERS ORDINANCE TO  
AMEND THE CALPERS CONTRACT TO END SHARING  
ADDITIONAL COSTS FOR UNREPRESENTED EMPLOYEES**

**DATE: SEPTEMBER 6, 2022**

**SUMMARY**

The Council shall conduct a second reading of the CalPERS Ordinance to amend the California Public Employees' Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit.

**DISCUSSION**

The first reading of the Ordinance was presented at the August 16, 2022, regular scheduled council meeting. The second reading must be conducted no sooner than 20 days after the first reading. Once the CalPERS amendment is complete, miscellaneous members will pay their normal 7%-member contribution and safety members will pay their normal 9%-member contribution.

The Council will hold a public hearing for the first reading of the Ordinance to amend the contract. Staff recommends approving the Resolution and the Ordinance.

**FISCAL IMPACT**

**RECOMMENDATIONS**

Waive the second reading, and adopt by title only, Ordinance No. 1868 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

**ATTACHMENTS**

A – Ordinance No. 1868  
B - Amendment to Contract Exhibit

CITY OF OROVILLE  
ORDINANCE NO. 1868

Item 1.

An Ordinance of the Oroville City Council of the  
(Name of Governing Body)  
City of Oroville authorizing an amendment  
(Name of Public Agency)

to the contract between the Oroville City Council of the  
(Name of Governing Body)  
City of Oroville and the  
(Name of Public Agency)

Board of Administration of the California Public Employees' Retirement System.

The Oroville City Council of the  
(Name of Governing Body)  
City of Oroville does ordain as follows:  
(Name of Public Agency)

Section 1.

That an amendment to the contract between the Oroville City Council  
(Name of Governing Body)  
of the City of Oroville  
(Name of Public Agency)

and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the Oroville City Council  
(Title of Presiding Officer) (Name of Governing Body)

is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be published at least once in the

Oroville Mercury Register, a newspaper of general circulation,  
(Name of Newspaper)

published and circulated in the City of Oroville and thenceforth and  
(Name of City or County)  
thereafter the same shall be in full force and effect.

Adopted and approved this 6th day of September, 2022.

\_\_\_\_\_  
Mayor Reynolds, Presiding Officer

Attest:

\_\_\_\_\_  
Bill LaGrone, City Clerk





## EXHIBIT

California  
Public Employees' Retirement System

# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of Oroville

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1961, and witnessed October 3, 1960, and as amended effective October 1, 1968, October 1, 1973, December 27, 1976, January 5, 1977, April 16, 1979, March 3, 1980, May 25, 1981, August 1, 1983, January 6, 1992, July 1, 1993, April 24, 1995, September 22, 1995, September 6, 1999, December 25, 2000, April 29, 2002, August 14, 2017, December 18, 2017, and April 23, 2018, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective April 23, 2018, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
  1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1961, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1979, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
  - b. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
  - c. Section 20020.1 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972, and who elected to be local safety members within six months of January 5, 1977). Legislation repealed said Section effective January 1, 1985.
  - d. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).

- e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
- f. Section 21427 (Improved Nonindustrial Disability Allowance).
- g. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- h. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.
- i. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.
- j. Section 20042 (One-Year Final Compensation) for classic members only.
- k. Section 20903 (Two Years Additional Service Credit).
- l. Section 21024 (Military Service Credit as Public Service) for local police members only.
- m. Section 20965 (Credit for Unused Sick Leave).
- n. Section 20516 (Employees Sharing Additional Cost):

From and after August 14, 2017, and until the effective date of this amendment to contract, 5% for classic local miscellaneous members in the Unrepresented Miscellaneous Management Unit.

From and after August 14, 2017, and until the effective date of this amendment to contract, 3% for classic local safety members in the Unrepresented Safety Management Unit.

From and after December 18, 2017, 3% for local miscellaneous members in the Oroville Police Officers' Association.

From and after December 18, 2017, 3% for local police members in the Oroville Police Officers' Association.

From and after April 23, 2018, 11.4% for local fire members in the Oroville Firefighter's Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 27, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
13. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF OROVILLE

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Clerk



## CITY OF OROVILLE STAFF REPORT

**TO: HONORABLE MAYOR AND MEMBERS OF THE COUNCIL**

**FROM: MATT THOMPSON, ACTING CITY ENGINEER**

**RE: TASK ORDER #5 – CONVENTION CENTER EXTERIOR ACCESS**

**DATE: AUGUST 16, 2022**

### **SUMMARY**

The Council may consider directing Staff to issue Task Order #5 (TO #5) to W Gilbert Engineering to provide surveying, design, and bid documents for the improvement of exterior access at the Convention Center.

### **DISCUSSION**

Access into the Convention Center does not meet current American with Disabilities Act (ADA) standards. Staff is developing a capital project to bring access into compliance. The City currently has Streamside Engineering under contract to design and prepare contract documents for the building itself. Staff proposes to issue TO #5 to W. Gilbert Engineer to provide surveying, design, and bid documents for the improvement of exterior access.

### **FISCAL IMPACT**

Per the attached proposal W. Gilbert Engineering will provide their services for \$7,000.00. To come from the General Fund – Public Works, Admin. 2901-6360.

### **RECOMMENDATION**

Staff recommends that the City Administrator be authorized to issue the subject Task Order to W Gilbert Engineering.

### **ATTACHMENTS**

TO #5



January 20, 2022

City of Oroville  
Public Works Department  
1735 Montgomery Street  
Oroville, CA 95965

Attn: Dawn Nevers, Assistant Community Development Director

Subject: Proposal for Professional Services, Oroville Convention Center

Dear Dawn:

W Gilbert Engineering (WGE) is pleased to present you with this proposal for professional services to the Oroville Convention Center improvements.

Upon receipt of a signed task order, WGE will provide the following scope of work:

**Task A – Topographic Survey and Mapping:**

Using conventional surveying techniques, WGE will perform topographic surveys of the project site as directed by Jeff Richelieu, Streamline Engineering, and prepare a topographic survey map for use in preparing improvement plans.

**Task B – Improvement Plans**

Based on the plans prepared by Streamline Engineering, WGE will prepare improvement plans for the street frontage and site as proposed by Streamline.

**Task C – Bid Documents**

WGE will prepare special provisions, quantity estimates and engineer’s estimate for the proposed improvements to be included in the bid documents for the project.

EXHIBIT A



**Compensation:**

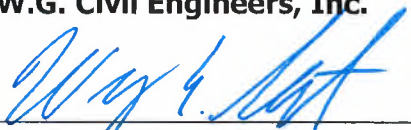
Compensation for services described above will be billed hourly not to exceed the following amounts:

<b>Task A – Topographic Survey and Mapping</b> .....	<b>\$1,500.00</b>
<b>Task B – Improvement Plans</b> .....	<b>\$3,000.00</b>
<b>Task C – Bid Documents</b> .....	<b>\$2,500.00</b>
<b>Total</b> .....	<b>\$7,000.00</b>

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

**W.G. Civil Engineers, Inc.**



Wesley E. Gilbert, P.E.  
President, W.G. Civil Engineers, Inc.  
dba W. Gilbert Engineering

Attachment: Fee Schedule

**EXHIBIT A**



W. GILBERT ENGINEERING  
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973

Phone: (530) 809-1315 • Fax: (530) 267-3651

www.wgilbertengineering.com

## FEE SCHEDULE

January 1, 2022, through December 31, 2022

Principal.....	\$140.00/hour
Assistant Engineer.....	\$120.00/hour
Engineering Tech III.....	\$90.00/hour
Engineering Tech II.....	\$75.00/hour
Engineering Tech I.....	\$65.00/hour
Clerical.....	\$50.00/hour
Survey Crew w/ Truck & Total Station.....	\$155.00/hour
Survey Crew w/Truck & Total Station (Prevailing Wage Rate).....	\$260.00/hour
SWPPP Inspections, Monitoring, Sampling.....	\$65.00/hour
Mileage within Butte County.....	No cost
Mileage outside Butte County.....	\$0.75/mile

Other Expenses (lodging, meals, photos, postage, data  
Acquisition, sub-consultants, etc)..... At Cost

### Bond Copies:

8-1/2" by 11".....	\$0.10 each
11" by 17".....	\$0.20 each
18" by 26".....	\$1.00 each
24" by 36".....	\$1.50 each
30" by 42".....	\$2.20 each
36" by 48".....	\$3.00 each
Anything larger.....	\$0.45/sf

### Color Copies:

20# - 24# Bond..... \$3.50/sf

### Mylar/Vellum Copies:

Vellum..... \$0.90/sf  
4 mil dbl Matte film..... \$3.00/sf

# EXHIBIT A



## CITY OF OROVILLE STAFF REPORT

**TO: OROVILLE CITY COUNCIL**

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

**RE: CONSIDER AND APPROVE RFP FOR CITYWIDE COMPENSATION STUDY**

**DATE: SEPTEMBER 6, 2022**

### SUMMARY

The City council shall consider approving the attached request for proposals for a citywide compensation study.

### DISCUSSION

Staff would like to proceed with a citywide compensation study to compare the City's current salaries and benefits to other cities similar in population, growth, budget, and other pertinent factors, to be determined by the consultant. Due to the unexpected rapidly rising cost of wages and benefits, staff would like to conduct a citywide compensation study to determine where our wages and benefits are compared to other agencies similar to Oroville or within our geographical recruiting area.

Staff recommends that certain parameters surround the compensation study, such as:

1. Outside Compensation Study – study would incorporate benchmark positions within the City of Oroville, not all positions.
2. Internal Equity Study – consultant would take results from outside compensation study and fit all other city positions within the compensation structure.
3. Create a 2–3-year plan to correct deficiencies.
4. A salary hold on all positions above market value until all city positions are at market value or above.
5. A salary hold on all positions at market value, but give COLA increases to these positions to keep at market value.
6. Salary increases, over a 2–3-year period, to bring only those positions below market value to market value.

**FISCAL IMPACT**

No cost at this time for requesting proposals.

**RECOMMENDATION**

Consider approving a citywide compensation study and give authority to release a request for proposals.

**ATTACHMENTS**

Draft Request for Proposals  
List of Classifications  
Consultant Insurance Requirements

## **REQUEST FOR PROPOSAL COMPREHENSIVE COMPENSATION STUDY FOR THE CITY OF OROVILLE**

### **I. INTENT**

The City of Oroville is soliciting proposals from qualified consultant(s), firms, and individuals to conduct a citywide comprehensive compensation study.

### **II. INTRODUCTION**

The City of Oroville is located in the north end of the Sacramento Valley. The City is 17 square miles and has a population of approximately 20,000.

The City currently employs approximately 132 full-time and part-time employees, with approximately 56 classifications. A significant number of the classifications are single position (42). This includes one (1) City Administrator and four (4) Department Heads.

The City has not completed a full compensation study since 2017 and has a Tier 1, 7-step pay plan with 5% between steps and a Tier 2 15-step pay plan with 2.5% between steps; however, we just suspended Tier 2 and moved all Tier 2 employee to Tier 1 for retention purposes.

### **III. OBJECTIVES**

Specifically, the City of Oroville is interested in an end product that will include updated wages and benefits, internal structure equity and recommendations to update the City's current compensation structure.

### **IV. SCOPE OF AGREEMENT**

The City is seeking a highly qualified and experienced consultant(s), firm, or individual to assist in this comprehensive compensation study for approximately 56 classifications, with the majority being single positions.

#### **Benchmarking**

The selected consultant(s), firm or individual will review and establish benchmark classifications to be used in conducting the compensation analysis. The criteria for benchmarking positions are as follows:

1. They should be reasonably well known, and clearly and concisely described.
2. They should have a clear and identifiable relationship to other classes in their occupational group.

3. They should be representative of the various functional areas within the agency.
4. They should be representative of the various pay levels within the agency.
5. They should, if possible, be the large population classes within the agency.
6. They should be common classes so that “matches” may be readily found in other agencies in order that sufficient compensation data can be gathered.

After selecting the benchmark positions, the consultant(s), firm, or individual will identify and develop external compensation comparison agencies, as appropriate for the purpose of establishing salary comparisons for all benchmark positions.

The selected consultant(s), firm, or individual will include most if not all of the following criteria when selecting the comparison cities: size, population, budget, revenues, expenditures, number of employees, and like services, or other important criteria deemed necessary by the Consultant.

The consultant(s), firm, or individual shall provide external salary and compensation analysis and ranking data based on appropriate compensation for benchmark classifications.

In addition, the selected consultant(s), firm, or individual shall review the City’s internal compensation structure and develop a revised internal salary relationship that is consistent, uniform, and realistic in order to ensure the proper salary correlation between each classification.

The selected consultant(s), firm, or individual shall develop salary recommendations based on internal salary relationships and external compensation comparisons.

Also, the selected consultant(s), firm, or individual shall prepare implementation and maintenance manuals including costs associated with implementation of recommendations.

## **V. PRODUCT**

The consultant(s), firm, or individual shall allow for four (4) drafts of the report, a concept draft, full compensation draft, draft final and final report. The methodology, findings, recommendations, and implementation plan contained in the final draft reports shall be reviewed in person at the City of Oroville’s Human Resource Department in Oroville, California.

Sufficient copies of the draft reports shall be provided to the City by the Consultant prior to the review meeting. Consultant shall present the draft final report to: City of Oroville, Attn. Personnel Dept., 1735 Montgomery St., Oroville, CA 95965.

The final report describes the study's purpose, methodology, findings, recommendations, and implementation plan and shall be presented to the City Council at a regular public meeting of the City of Oroville.

A minimum of five (5) copies of the final report shall be provided to the City in addition the report shall also be provided on a USB stick drive.

## **VI. SCHEDULE**

The City and the consultant(s), firm, or individual shall mutually agree upon a date of completion.

## **VII. PROPOSAL FORMAT**

In order to qualify for consideration, proposals must address all of the following points:

1. A brief description of the consultant(s), firm, or individual and a statement of qualification for performing the requested services.
2. Provide proposed approach for coordinating compensation comparison using internal relationships and external compensation methodology, including study objectives, end product, steps, and procedures.
3. A summary of the consultant's prior experience with similar projects. This section should include specific and detailed descriptions of similar projects performed previously, project results, client name and year completed. This summary should demonstrate a thorough understanding of public personnel management from which similar studies have been successfully performed. References shall include names, addresses, phone numbers and a brief description of the project activities and date completed.
4. A proposed work plan and time schedule describing sequential tasks proposed for the conduct of the study and identifying appropriate points for progress reviews with the City.
5. A task chart showing the allocation of time for various project tasks.
6. A summary of the professional qualifications of each consultant team member, including length of service with firm and a brief resume.
7. An organizational chart depicting the project team members proposed by the firm, the roles, and responsibilities of each, including the Project Manager.
8. A section discussing the cost for the study, identifying costs for each task included in the work plan, as well as a total project amount, with a "not to exceed" amount. (Costs should include all expenses to include travel, lodging, food, etc.)
9. A section describing and recommending ways to reduce costs of the proposal, such as what task could be eliminated, scaled back, or performed by city staff, if necessary.

## **VIII. ASSURANCE OF STABLE DESIGNATED PROJECT TEAM**

The selected Consultant shall assign employees to a designated project team for the duration of this project. In order to assure that the designated project team is used for the project, the City shall have an unconditional right of refusal for any departure or reassignment of, or substitution for, any member of the designated project team so long as designated team members maintain their present employment status.

## **IX. PROPOSAL SUBMITTAL**

1. Five (5) copies of the proposal shall be sent to the City of Oroville, Personnel Department, 1735 Montgomery St., Oroville, CA 95965 no later than 5:00 PM on Thursday, \_\_\_\_\_.
2. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal.
3. Late proposals may be rejected at the sole discretion of the City of Oroville.
4. All proposals, whether selected or rejected, shall become the property of the City of Oroville.
5. Cost of proposal preparation shall be borne by those preparing the proposals.
6. Proposals shall be signed by the authorized consultant representative in order to receive consideration.
7. The City will not be responsible for proposals delivered to a person/location other than specified herein.

## **X. SELECTION PROCESS**

Written proposals will be screened by the City Council, City Administrator, and/or the Human Resource Manager. The consultant with the most highly rated proposal, in the sole opinion of the City Council and City Administrator may be invited in for an interview. The proposed project manager will represent the consultant at the interviews.

Negotiations will commence with the selected consultant(s) regarding the terms, conditions and amount charged. Upon acceptance by the governing body, the City will award the contract.

The City reserves the right to award a contract to the consultant(s) that presents the proposal which at the sole approval of the Council, best accomplished the desired results.

The City of Oroville reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate changes with the successful consultant(s).



## **XI. EVALUATION CRITERIA**

The selection of the most highly qualified consultant(s) will be based upon the following criteria:

1. Methodology and Work Plan.
2. Direct Experience of Project Team and Consultant, including reference checks.
3. Completeness of Proposal Submitted.
4. Total Cost of Project.

## **XII. CONFLICT OF INTEREST**

Consultant(s) warrant and covenant that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or aide in the procuring of the resulting contracts nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

## **XIII. INDEMNIFICATION AND INSURANCE**

The Indemnification clause in the enclosed agreement will be applicable to the agreement that may be awarded at the conclusion of the selection process.

The City of Oroville's insurance requirements for professional service contracts are attached as Appendix B that will be incorporated in the resultant agreement.

## **IXX. INQUIRIES**

Direct all inquiries regarding the Request For Proposals process, proposal submission, objectives, product, or scope of work to:

**Liz Ehrenstrom, Human Resource Manager**  
**City of Oroville**  
**1735 Montgomery St.**  
**Oroville, CA 95965**  
**[eehrenstrom@cityoforoville.org](mailto:eehrenstrom@cityoforoville.org)**  
**(530) 538-2407**

**Administration**

City Administrator  
Deputy City Clerk

**Public Works Department**

Project Manager/Sr. Civil Engineer  
Associate Civil Engineer  
Assistant Civil Engineer  
Public Works Manager  
Building Official  
Airport Manager  
Signal Tech/Electrician  
Electrician Apprentice  
Construction Inspector  
Lead Public Works Operator  
Public Works Operator III  
Public Works Operator II  
Public Works Operator I

**Business Assistance & Housing Department**

Director of Business Assistance and Housing  
Admin/Program Analyst II  
Program Analyst I

**Police Department**

Police Chief  
Police Lieutenant  
Police Sergeant  
Police Officer  
Police Admin. Assistant/Dispatch Supervisor  
Police Dispatcher  
Municipal Law Enforcement Officer (CSO)  
Police Records Technician Supervisor  
Police Records Technician

**Code Enforcement Department**

Director of Code Enforcement  
Code Enforcement Technician III  
Code Enforcement Technician II

**Community Development Department**

Director of Community Development  
Associate Planner  
Assistant Planner  
Recycling Coordinator  
GIS Specialist  
Comm. Devel. Technician III  
Comm. Devel. Technician II  
Comm. Devel. Technician I  
Custodian

**Finance Department**

Director of Finance  
Accounting Analyst  
Accounting Technician III  
Accounting Technician II  
Accounting Technician I

**IT Department**

Information Technology Manager  
IT Analyst

**Human Resources**

Human Resource/Risk Manager  
HR Analyst  
HR Technician

**Sewer Department**

Sewer Division/Fleet Manager  
Lead Collection System Operator  
Collection System Operator II  
Collection System Operator I  
Lead Equipment Mechanic  
Equipment Mechanic

**Parks & Trees Department**

Lead Tree Worker (Arborist)  
Parks Maintenance Technician II  
Parks Maintenance Technician I  
Building Maintenance Technician II  
Cultural Facilities Curator

**Clerical Staff**

Sr. Administrative Assistant  
Administrative Assistant  
Staff Assistant



## EXHIBIT B

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession.

#### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by first class mail has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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



# CITY OF OROVILLE STAFF REPORT

**TO:** OROVILLE CITY COUNCIL

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

**RE:** CONSIDER AND APPROVE A JOB DESCRIPTIONS FOR AIRPORT MANAGER, POLICE RECORDS SUPERVISOR AND ADMINISTRATIVE INTERN

**DATE:** SEPTEMBER 6, 2022

## SUMMARY

The City Council will consider and adopt job descriptions for Airport Manager, Police Records Supervisor and Clerical Intern and approve recruiting for the positions.

## DISCUSSION

The City Council will consider the adoption of the attached job descriptions for Airport Manager, Police Records Supervisor and Administrative Intern. Staff has worked with employees to create new job descriptions for Airport Manager, Police Records Technician Supervisor and Administrative Intern. The Airport Manager would be in the same salary range as other managers, the Police Records Technician Supervisor's proposed salary range is below, and the Administrative Intern would make minimum wage.

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
\$46,068.45	\$48,371.87	\$50,790.47	\$53,329.99	\$55,996.49	\$58,796.31	\$61,736.13

## FISCAL IMPACT

Positions are already budgeted.

## RECOMMENDATION

Approve the attached job descriptions for Airport Manager, Police Records Supervisor and Administrative Intern and approve recruiting for the positions.

## ATTACHMENTS

Airport Manager  
 Police Records Supervisor  
 Administrative Intern

## AIRPORT MANAGER

### **DEFINITION**

Under general direction, manage, plan, and direct airport operations including maintenance, construction, economic development, marketing, long term planning activities; implement policies and procedures; ensure compliance; perform a wide variety of complex administrative work and problem solving relating to economic and business development, business services, community marketing and development, and general administrative services to strengthen, expand, and improve airport business activity. Develop programs and strategies to market commercial air service, general aviation, aeronautical firefighting activities, and overall business relations to maximize Oroville Municipal Airport as a municipal enterprise.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the Director of Community Development.

**EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

- Plan, manage, direct, and participate in all airport activities; maintain records, gather data, generate reports; supervise and evaluate assigned personnel; and coordinate with other City departments\*;
- Assist in the development of policies and procedures, and oversee and enforce them to ensure the airport is operated and maintained in accordance with Federal, State, and local rules and regulations as well as accepted industry standards\*;
- Coordinate with City Fire Department regarding aircraft rescue and firefighting procedures, equipment, staffing, and training\*;
- Provide for a 24-hour, 7-day emergency response; respond to such emergencies and direct activities\*;
- Direct and oversee required inspections of airport facilities for safety, compliance, and maintenance\*;
- Develop and implement programs related to air service development and other economic development opportunities\*;
- Develop and implement strategies for the marketing and promotion of the airport and airport facilities in order to maximize the use of airport property for commercial and industrial purposes\*;
- Conduct negotiations and prepare leases, concession agreements, and other contract documents\*;
- Manage airport properties; formulate and implement plans for development and improvement of airport aviation and industrial facilities\*;
- Act as a liaison to airport tenants and new businesses in matters related to airport operations, maintenance, construction, and potential expansion opportunities\*;
- Develop and monitor the airport operating and capital budgets; review and analyze the activity of assigned revenue and expense accounts; make recommendations regarding budget issues; implement appropriate cost recovery or expense reduction policies to achieve and maintain a balanced budget\*;

- Directly oversee the preparation of grant applications for Federal and State funding and coordinate the Federal Aviation Administration (FAA), State and City approval processes; administer the grant projects and the Airport Capital Improvement Program (ACIP)\*;
- Develop and maintain the airport certification and emergency manuals\*;
- Develop and implement a security program and maintain associated manual.
- Provide primary staff support to the Airport Commission; prepare agendas, attend meetings, and make presentations; attend and present to City Council and other City board or commission meetings as required\*;
- Conduct airfield inspections in the absence of Airfield Supervisor\*;
- Perform other related duties as assigned.
- Maintain compliance with Butte County Air Quality Management for airport fuel farm

*\*Essential Function*

### **MINIMUM QUALIFICATIONS**

**Education and/or Experience:** Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an Airport Manager. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience in airport operations, maintenance, and safety, with knowledge of FAA regulations and grant programs, including two years of administrative and supervisory responsibility.

Five years of increasingly responsible experience in airport administration with knowledge of FAA regulations and grant programs. Experience with operations at a Part 139 Certificated airport. The position requires direct experience in the establishment, implementation, and maintenance of airport facilities, related policies, and procedures, as well as grant and project management. Supervisory management experience at a non-hub primary airport is desirable.

### **License/Certificate:**

Possession and maintenance of a valid driver's license.

A certificate as an Accredited Airport Executive (A.A.E.) by the American Associate of Airport Executives is highly desirable.

A valid pilot's license or certificate is desirable.

### **Knowledge of:**

Principles and practices of aviation facility operation and development; familiarity with Federal Aviation Regulations Part 139, FAA Advisory Circulars, Code of Federal Regulations Part 1542 and the California Aeronautics Program regulations, the FAA Airport Improvement Program grant process and grant assurances; functions of economic development; airport master plans; airport land use and zoning regulations;



preparation and negotiation of airport leases, contracts, and agreements; aviation practices and terminology; airport certification, security, and emergency manuals; budget development and expenditure control; principles of supervision, administration, and training.

**Ability to:**

Manage and evaluate the operation of a modern airport facility; develop and implement airport development, marketing, and promotion programs; provide supervision and training to assigned staff; develop and administer airport certification and safety programs; develop and administer lease and other contractual agreements; establish and maintain emergency operating procedures; establish and maintain cooperative working relationships; and communicate clearly and concisely both orally and in writing.

**TYPICAL WORKING CONDITIONS**

**Physical Demands**

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Specific vision abilities required by this job include close vision and the ability to adjust focus. Hearing abilities required by this job include the ability to distinguish radio transmissions from pilots, air traffic controllers, and public safety operators. The employee must occasionally lift and/or move up to 25 pounds.

**Work Environment**

The employee occasionally works in outside weather conditions, including exposure to hot temperatures, wind, and wet weather. The noise level is usually quiet in the office and moderate in the field.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

## POLICE RECORDS TECHNICIAN SUPERVISOR

### **DEFINITION**

Under general direction, to coordinate all police records activities; supervise and schedule staff; keep records; act as key resource for release of public records; liaison with other Police Department units, City departments and outside agencies; encourage customer service by monitoring public contacts and complaints; oversee repairs and operation of telephone, computer, scanning and copying equipment; coordinate and organize clerical work relating to records, licensing, operations and fingerprinting; perform related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Supervision is received from the Lieutenant position responsible for the overall management of the Public Safety Communications Division.

Exercises supervision over Police Records Technicians.

### **EXAMPLES OF ESSENTIAL FUNCTIONS** - Essential functions may include, but are not limited to, the following:

Oversees the daily activities of the Public Safety Records Center, ensuring operational efficiency and effectiveness.

Supervises the work and completes performance evaluations for Records Technicians.

Provides for the adequate training of records personnel; develops training procedures and materials.

Ensures staff compliance with the policies and procedures of the records division;

Supervises the preparation and maintenance of records and documentation.

Plan and schedule clerical workload and front counter coverage;

Receive telephone calls for public safety services;

Identify locations where assistance is requested and determine the appropriate type of assistance required;

Process a wide variety of public safety records, files, logs, reports, and forms;

Identify problems and solutions and makes suggestions and recommendations regarding changes in procedure and policy;

Oversee repairs and operation office equipment as required;

Performs various administrative duties as required, including but not limited to preparing reports and correspondence, copying, and filing documents, conducting, and attending meetings, etc.

Perform related duties as assigned.

Duties recorded above are representative of the duties of the class and are not intended to cover all the duties performed by incumbent(s) of any particular position. The omission of specific statements of duties does not exclude them from the position if the scope of work is similar, related or a logical assignment to this class; such assignments shall fall under the category of "Perform related duties as assigned ."

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

Administrative principles involved in implementing and supervising various police programs and related activities.

Principles of supervision and performance evaluation.

Modern office practices and technology, including the use of computers for word and data processing.

Methods of record-keeping and report writing.

English usage, spelling, grammar, and punctuation.

Terminology, codes, and procedures used in police records retention.

The use general office equipment.

Functions of public safety agencies.

Safe work practices.

#### **Ability to:**

Read, understand, interpret, apply, and enforce federal, state, and local laws, rules, and regulations.

Plan, organize and prioritize daily assignments and work activities for self and others.

Learn and apply sound supervisory principles and practices; set performance standards; review and evaluate the work of others.

Use sound judgment in reacting quickly, effectively and calmly in emergency situations.

Communicate via telephone in a clear and concise manner.

Prepare clear and concise records and reports.

Perform mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Learn and utilize new skills and information to improve job performance and efficiency.

Understand applicable laws, rules and regulations related to law enforcement and public records.

Handle confidential matters with a high degree of discretion

**Education:** High school graduation or equivalent supplemented by specialized training in supervision and public safety record keeping.

**Experience:** Three years related experience or successful completion of probation as a Police Records Technician for the City of Oroville. Prior supervisory experience is preferred.

**Additional Requirement:** Possession of a valid California Driver License.

### **TYPICAL WORKING CONDITIONS**

Work is performed in a normal office environment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Requires the ability to sit at desk and intermittently walk, stand, bend, kneel, crouch, twist and reach while performing duties; lift and/or move up to 10 pounds of weight; use hands to type on computer and handle controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone and radio to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.***

## ADMINISTRATIVE INTERN

### DEFINITION

The purpose of the Administrative Intern is to assist the assigned department with the needs of that department. Performs simple to complex clerical duties and provides office administrative assistance to a department head, supervisor, or their designee.

### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Department Heads and Managers. This classification has no direct supervisory responsibilities.

**EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

Answer phone inquiries, direct calls, and provide basic agency information;

Provides professional, courteous customer service at all times;

May oversee mail deliveries, packages, and couriers for that department;

Performs office support duties to assist in the coordination, processing, and completion of routine clerical operations within assigned department; including scanning and filing;

Operates a variety of standard office equipment, which may include computers, printers, copier, fax machine, paper shredder, telephone, postage machine, etc.

Assist in preparing information and research materials;

May create and maintain PowerPoint presentations;

May take notes and memos during meetings; type documents, drafts, and reports; sort and manage files;

Manage databases and input information, data, and records;

Research and gather documentation as assigned;

Set up, break down, organize, and maintain conference rooms, training rooms, and meeting rooms;

May perform routine record keeping tasks; makes basic calculations and computations, routine tallying and checking and makes notations on records, forms, and files;

Attends various meetings and training as required or appropriate;

May complete other duties as assigned.

**MINIMUM QUALIFICATIONS****Knowledge of:**

Modern office practices and technology, including the use of computers for word and data processing.

Methods of letter writing, record-keeping, and report preparation.

Filing systems and methods.

English usage, spelling, grammar, and punctuation.

Basic business arithmetic.

**Ability to:**

Perform detailed clerical work accurately.

Learn specialized processes, procedures and office support tasks related to the department to which assigned. Flexible and willing to offer support to other departments.

Use initiative and sound, independent judgment within established guidelines.

Perform work effectively despite frequent interruptions and the pressure of deadlines.

Understand and follow oral and written instructions.

Establish and maintain accurate records and files.

Maintain confidentiality as required.

Safely operate basic office equipment.

Communicate clearly and concisely, both orally and in writing.

Prepare clear and concise reports.

Perform mathematical computations with accuracy.

Establish and maintain effective working relationships with those contacted in the course of work.

**Minimum Requirements-Education, Certifications and Licenses**

High school diploma or equivalent GED certificate or currently enrolled.

Proficient computer skills, including Microsoft Office Suite (Word, PowerPoint, and Excel)

Valid State of California driver's license may be required.

**TYPICAL WORKING CONDITIONS**

Work is performed in a normal office environment.

**TYPICAL PHYSICAL REQUIREMENTS**

Requires the mobility to work in an office environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office duties; use hands to finger, handle or feel objects, tools, or controls; lift and/or move objects and materials of up to 25 pounds in weight. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: PURCHASE OF (1) VACTOR 2100 TRUCK FOR THE SEWER DIVISION**

**DATE: SEPTEMBER 6, 2022**

### **SUMMARY**

The Council may receive information regarding the purchase of, (1) Vactor 2100 truck for the Sewer Division in the amount of \$474,682.46.

### **DISCUSSION**

In the 2021/2022 Fiscal Year budget, the Council approved the newly adopted Fleet Replacement Program to replace outdated and non-compliant equipment and vehicles. The (1) Vactor 2100 truck for the Sewer Division was within that first year's round of equipment to be replaced. The build was proposed at 6 months. With numerous supply chain delays, the Vactor truck was in July of 2022. The previously approved budget amount was rolled over to the 2022/2023 Fiscal Year.

The Vactor 2100I is a dual stage fan/combination, single engine, dual stage sewer cleaner with hydrostatic driven vacuum system mounted on a heavy duty Kenworth truck chassis. The total cost for this purchase including all equipment is \$474,682.46, which includes sales tax and fees.

### **FISCAL IMPACT**

The total cost of \$474,982.46 will be paid from the Sewer Fund 4101-8030.

### **RECOMMENDATION**

For informational purposes only as this item was approved in the 2022/2023 Fiscal Year budget.

### **ATTACHMENTS**

**(1) 2100I Vactor Truck Quote**



1640 #22016



Please remit payment to:  
Owen Equipment Sales  
PO Box 515458  
Los Angeles, CA 90051 - 6758  
Federal ID No: 27-0306529  
**(800) 992-3656**

Item 5.

Account#	Order #	Brc	Sls
C10008	51603	12	830

Date	Invoice #	Page
07-25-22	00057068	1

I N V O I C E

Sold To: 000  
CITY OF OROVILLE  
1735 MONTGOMERY ST  
  
OROVILLE CA 95965

Ship To:  
CITY OF OROVILLE  
1735 MONTGOMERY ST

OROVILLE CA 95965  
Ship Via

Entered By morrison	Customer Purchase Order 22016	Customer Contact CODY NISSEN	Ord Date 09-09-21
	Equip ID	Customer Job #	Customer Phone # 530.693.0594

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
		1	id# 1191 model-2100 FAN 2100 FAN FOR CITY OF OROVILLE	serial#-22-06V-20973	SELL PRICE		438,505.74
				Sub Total			438,505.74
		CA		California Sales Tax			36,176.72

PLEASE NOTE OUR NEW REMITTANCE ADDRESS  
PO BOX 515458  
LOS ANGELES, CA 90051-6758

Total Invoice  
Due By: **474,682.46**  
08/04/22

SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF OWEN EQUIPMENT.

NO GOODS RETURNED WITHOUT RETURNED GOODS AUTHORIZATION. A RESTOCKING CHARGE OF 15% (20% FOR SPECIAL ORDERS) WILL BE APPLIED ON ITEMS ORDERED IN ERROR AND RETURNED WITHIN 30 DAYS.

PAYMENT TERMS:  
PARTS INVOICES - NET 30 DAYS FROM DATE OF INVOICE  
EQUIPMENT SALES & RENTAL INVOICES - NET 10 DAYS FROM DATE OF INVOICE. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).



ENVIRONMENTAL SALES · SERVICE · PARTS · RENTALS

Please remit payment to:  
Owen Equipment Sales  
PO Box 515458  
Los Angeles, CA 90051 - 6758  
Federal ID No. 27-0306529  
**(800) 992-3656**

**DELIVERY TICKET**  
Owen Equipment - Fairfield

Customer Acct #	Branch	SIs
C10008	12	830

Sales Order #	Date
51603	7/22/2022

**Sold to:**  
City of Oroville  
1735 Montgomery St  
Oroville, CA 95965

**Shipped To:**  
City of Oroville  
1735 Montgomery St  
Oroville, CA 95965

**Ship Via:**

Order Date	Customer Purchase Order	Customer Contact	Customer Ph #
	22016		

Description	Extended
-------------	----------

Eq. ID #:	1191	\$438,505.74
Model :	Vactor 2100	
S/N:	22-06V-20973	
Chassis	Kenworth T880	
Vin#	1NKZLJ0X1PJ252019	

<b>Sub Total:</b>	\$438,505.74
<b>Applicable Sales Tax: 8.250%</b>	\$36,176.72
<b>Vehicle Sales Tax: 0.00%</b>	\$0.00
<b>FET Tax:</b>	\$0.00
<b>Total Due Before License Fees</b>	<b>\$474,682.46</b>
<b>Shipping Fees</b>	<b>\$0.00</b>
<b>Total Due</b>	<b>\$474,682.46</b>
<b>Less Deposit</b>	<b>\$0.00</b>
<b>Net Balance Due</b>	<b>\$474,682.46</b>

**\*\*Formal Invoice Will Be Emailed Within One Business Day\*\***

Contact Name For Email:

Cody Nissen

Contact Email Address:

Cnissen@CityofOroville.org

Received By: Date: 07/22/22

Sold By: Date: 7-22-22

**PAYMENT TERMS:**

PARTS & BRUSH INVOICES - NET 30 DAYS FROM DATE OF INVOICE  
SHIPPING AND HANDLING FEES WILL BE ASSESSED FOR ALL EXPEDITED FREIGHT  
EQUIPMENT SALES AND RENTAL INVOICES - Due on Receipt  
1.5% FINANCE CHARGE ON ALL PAST DUE AMOUNTS  
SHIPPING AND HANDLING FEES WILL BE ASSESSED FOR ALL EXPEDITED FREIGHT

**WARRANTY:**

SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF OWEN EQUIPMENT COMPANY



Owen Equipment Company, Fairfield Branch  
1085 Horizon Drive, Fairfield, CA 94533  
Phone (707) 422-2333 | Fax (707) 422-2444

**Receipt for MSO / Title and Warranty Information**

This is to acknowledge that we have received the following items for this vehicle:

**MSO/Title**                      NA      **Please Initial**

**Warranty Information**        C.W.      **Please Initial**

**Unit**

Model:                      Vactor 2100  
Serial No.:                      22-06V-20973

**Chassis**

Model:                      Kenworth T880  
Vin#:                      1NKZLJ0X1PJ252019

**Signature:** 

**Print Name:** Cody Nissen

**Customer:** City of Oroville

**Date:** 07/22/22



*Environmental Sales • Service • Parts • Rentals*

**DOMESTIC WIRE TRANSFER INFORMATION:**

<b>Beneficiary Bank:</b>	Huntington National Bank
<b>Beneficiary Bank Routing Number:</b>	044000024
<b>Beneficiary Bank Address:</b>	7 Easton Oval Columbus, OH 43219
<b>Treasury Management Advisor:</b>	Julia Wrobel (630) 9867081- PHONE (630) 9862532- FAX
<b>Beneficiary Account Name:</b>	Ben-ko-Matic Co DBA: Owen Equipment Company
<b>Beneficiary Address:</b>	4201 NE 66 <sup>th</sup> Ave., Ste 105 Vancouver, WA 98661
<b>Beneficiary Account Number:</b>	01368696184
<b>AccountType:</b>	Checking

**Portland** 13101 NE Whitaker Way | PO Box 30959 | Portland, OR 97294 | (503) 255-9055 | (800) 992-3656 | fax (503) 256-3880

**Kent** 8721 South 218<sup>th</sup> Street | Kent, WA 98031 | (253) 852-5819 | (800) 422-2059 | fax (253) 852-8913

**Fairfield** 1085 Horizon Drive | Fairfield, CA 95838 | (800) 992-3656 | fax (707) 422 2444

[www.owenequipment.com](http://www.owenequipment.com)



**CITY OF OROVILLE**  
 1735 MONTGOMERY STREET  
 OROVILLE CA 95966  
 530-538-2401

DATE: 09/08/21

PAGE: 1

PURCHASE ORDER NO.

22016

VENDOR  
 1640  
 OWENS EQUIPMENT SALES  
 1085 HORIZON DRIVE  
 FAIRFIELD CA 94533

**PDF COPY**  
 CITY OF OROVILLE  
 1735 MONTGOMERY STREET  
 OROVILLE CA 95965

ATTN: CODY NISSEN

TERMS: NET 30 DAYS		F.O.B DESTINATION		DELIVERY:		
ITEM	ITEM NO.	QUANTITY	U.O.M.	DESCRIPTION	UNIT PRICE	EXTENSION
01		1	EA	VACTOR 2100I DUEL STAGE FAN/COMBINATION SINGLE ENGINE DUAL STAGE SEWER CLEANER WITH HYDROSTATIC DRIVEN VACUUM SYSTEM MOUNTED ON A HEAVY DUTY TRUCK CHASSIS	438505.7400	438,505.74
					SALES TAX	36,176.72

PAGE TOTAL \$ 474,682.46  
 TOTAL \$ 474,682.46

APPROVED BY: \_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ FINANCE APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

MDSE. REC'D BY: \_\_\_\_\_

DATE: \_\_\_\_\_

REQUISITION NO. \_\_\_\_\_

REVISION DATE: \_\_\_\_\_

ITEM #	ACCOUNT	AMOUNT	PROJECT CODE
780	8030	474,682.46	



## CITY OF OROVILLE STAFF REPORT

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

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

**RE: PURCHASE OF ADDITIONAL VEHICLE LIFT FOR FLEET  
MAINTENANCE DIVISION**

**DATE: SEPTEMBER 6, 2022**

### SUMMARY

Council may consider and approve the purchase of a “2 post” automotive lift apparatus to aid in efficiency of repairs to city fleet equipment in the amount of \$27,811.04.

### DISCUSSION

Staff requests approval of the above expenditure for a “2 post” vehicle lift to aid in efficient repairs of city vehicles and equipment. The city Fleet Maintenance Dept. currently has 1 “drive on” lift and 1 “in ground” lift for large heavy equipment to service over 125 vehicles, trailers and other equipment. The “drive on” lift is occupied most all of the time for anything from common oil changes, brake jobs and tire replacements, to more complicated jobs including but not limited to transmission and front suspension replacements. When these larger more time-consuming repairs are taking place, other repairs must be put on hold due to lack of availability of another vehicle lift. With the addition of another mechanic (budgeted 2022) the availability of this new lift will accelerate repairs across the entire fleet.

The purchase was previously quoted around \$10,000 early in January of 2022 and budgeted; however, inflation has caused the price to increase substantially above the City Administrator’s approving authority, prompting City Council approval and a budget adjustment.

### FISCAL IMPACT

75% of cost to come from the Capital Asset Replacement Fund 300-8020 for the Police, Fire and Street Departments \$20,858.28 and 25% from the Sewer Fund 400-8020, \$6952.76.

### RECOMMENDATION

Approve the \$27,811.04 expenditure for the addition of a new “2 post” lift including installation to aid it efficient repairs from the funds listed above.

**ATTACHMENTS**

Sourcewell Quotation from Midstate Automotive Equipment Co.

Midstate Automotive Equipment Co.

3314 Orange Grove Ave  
North Highlands, CA 95660



Item 6.

# Estimate

Date	Estimate #
8/29/2022	SAC6124

<b>Bill To</b>		<b>Ship To</b>		
City of Oroville Stephen Chioini 1735 Montgomery St. Oroville, Ca. 95965		City of Oroville Stephen Chioini Lead Mechanic 1735 Montgomery St. 530-538-2491		
<b>Cert Sm. Business #40916 (exp: 5/31/2022)</b> <b>CSLB# 962308; DIR# 1000019046</b> <b>FEIN: 72-1601790</b>		<b>P.O. No.</b>	<b>Terms</b>	<b>Rep</b>
		Steve	Due on rece...	GR
Item	Description	Qty	Rate	Total
	<b>Estimate for Mohawk TP-18 2-Post Auto Lift and necessary related accessories priced within Sourcewell guidelines for The City of Oroville.</b> In addition, this Estimate also includes Delivery, Installation and setup per customer's request. All labor is estimated at Prevailing Wage.			
MOH018-020-000	Mohawk TP-18 two post above ground lift. Complete with 12 height adaptors. Overhead Hydraulic lines @ 15'. Warranty 5 years parts and labor. 10 years mechanical parts and 25 year structural. limited lifetime cylinder seals.	1	18,792.20	18,792.20T
Freight	Freight charges		3,200.00	3,200.00T
MOH000-005-048	4' Line Extensions	2	99.385	198.77T
MOH601-440-017	Weight Gauge #2 Large face Fits LMF-12, TP15, TP16, TP18	1	174.89	174.89T
MAECOINSTALL	Standard Installation to be performed in compliance of Manufacturers written instructions. All Packaging from lift is to remain on-site - customer is responsible for disposal. ***Customer responsible for forklift availability to off-load and install***	1	3,600.00	3,600.00
MAECODIS1	Price does not include: electrical or air connections; hydraulic oil or ATF fluid if needed; permits; inspections; special insurance requirements; concrete work; any damage to flooring (painted, epoxy, etc.). Rates are Not Prevailing Wage Rates. Customer is responsible for the fork lift for unloading and installation.		0.00	0.00
MAECODIS2	Quote good for 30days Quote does not include permitting or anything associated with permitting and is the responsibility of the owner. Work will be performed at the owners discretion in regards to permitting.		0.00	0.00
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>		
510-301-2633	866-795-7581	sacservice@maeco.us		
<b>CREDIT CARD PURCHASES:</b> Subject to a 3% service charge for all payments using a credit card.		<b>Subtotal</b>		
		<b>Sales Tax (8.25%)</b>		
Please sign to place order; if a Purchase Order is required for payment, please provide. Signature _____		<b>Total</b>		



Midstate Automotive Equipment Co.

3314 Orange Grove Ave  
North Highlands, CA 95660



Item 6.

# Estimate

Date	Estimate #
8/29/2022	SAC6124

Bill To		Ship To		
City of Oroville Stephen Chioini 1735 Montgomery St. Oroville, Ca. 95965		City of Oroville Stephen Chioini Lead Mechanic 1735 Montgomery St. 530-538-2491		
Cert Sm. Business #40916 (exp: 5/31/2022) CSLB# 962308; DIR# 1000019046 FEIN: 72-1601790		P.O. No.	Terms	Rep
		Steve	Due on rece...	GR
Item	Description	Qty	Rate	Total
MAECODIS3	Assumes existing concrete meets or exceeds manufacturers requirements. If we are unable to install the lift (s) due to inadequate concrete, you will still be invoiced for the full install amount.		0.00	0.00
MAECODIS6	If Rebar is found during installation, there will be an additional charge of \$40-\$65 per hole that is drilled and rebar is hit.		0.00	0.00
Phone #	Fax #	E-mail		<b>Subtotal</b> \$25,965.86
510-301-2633	866-795-7581	sacservice@maeco.us		
CREDIT CARD PURCHASES: Subject to a 3% service charge for all payments using a credit card.			<b>Sales Tax (8.25%)</b>	\$1,845.18
Please sign to place order; if a Purchase Order is required for payment, please provide. Signature _____			<b>Total</b>	\$27,811.04



## CITY OF OROVILLE STAFF REPORT

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

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ**

**DATE: SEPTEMBER 6, 2022**

### **SUMMARY**

The Council will consider the authorization for the purchase of a sponsor table at the 2022 Annual Oroville Area Chamber of Commerce Barbeque to be held on September 8, 2022

### **DISCUSSION**

The Oroville Area Chamber of Commerce is hosting the Annual Barbeque to support the Chamber. The city has traditionally supported this event by purchasing 2 tables at the event. The cost of each table is \$375.00 for a total of \$750.00. The tables will include seating and dinner for 16 people. The event will feature speakers from the Chamber and Member Businesses, regarding the business climate in the City of Oroville. The city should support the Chamber as the Chamber supports and promotes the businesses of the city.

### **FISCAL IMPACT**

Reduction of the Mayor’s budget for services and supplies. There is currently \$2600.00 available in this budget. The original budget was \$3600.00. The only prior expenditure from this budget was for the Mayor’s League of Cities dues.

### **RECOMMENDATION**

Authorize Staff to purchase of 2 tables for the city at the 2022 Annual Chamber Barbeque

# Registration Invoice

Oroville Area Chamber of Commerce  
1789 Montgomery St. Oroville, CA 95965  
Oroville, CA 95965  
(530) 538-2542

August 17, 2022  
Invoice #E1345 (pg 1/2)

Sold To: Bill LaGrone  
City of Oroville  
1735 Montgomery St.  
Oroville, CA 95965

Event Name: 2022 Oroville Chamber Annual BBQ  
Date(s): 09/08/22 - 09/09/22  
Location: Riffles Resort

Purchase Description	Amounts
LaGrone, Bill Package: Reserved Table of 8 (\$375.00)	\$375.00
# 2, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 3, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 4, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 5, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 6, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 7, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 8, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
Purchase Total, Invoice #E1345:	\$750.00
Payment Received:	\$0.00
Amount Due:	\$750.00

Oroville Area Chamber of Commerce  
 1789 Montgomery St. Oroville, CA 95965  
 Oroville, CA 95965  
 (530) 538-2542

# Registration Invoice Item 7.

August 17, 2022  
 Invoice #E1345 (pg 2/2)

Sold To: Bill LaGrone  
 City of Oroville  
 1735 Montgomery St.  
 Oroville, CA 95965

Event Name: 2022 Oroville Chamber Annual BBQ  
 Date(s): 09/08/22 - 09/09/22  
 Location: Riffles Resort

Purchase Description	Amounts
1, Attendee Package: Reserved Table of 8 (\$375.00)	\$375.00
# 2, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 3, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 4, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 5, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 6, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 7, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
# 8, Attendee Package: Dedicated Package for Table Attendees (\$0.00)	\$0.00
Purchase Total, Invoice #E1345:	\$750.00
Payment Received:	\$0.00
Amount Due:	\$750.00



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

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

**RE: ADD FUNDS TO AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING FOR FISCAL YEAR 2022/2023**

**DATE: SEPTEMBER 6, 2022**

### SUMMARY

The Council may consider adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance.

### DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations and there are currently four diversion programs in effect and a fifth program (SB 1383) came into effect January 1, 2022. Additionally, the city is required to adopt an ordinance to meet the necessary regulations mandated by SB 1383.

In October 2021, the Council entered into an agreement with Jennifer Arbuckle Consulting, a qualified professional consultant, to provide grant management and implementation of SB 1383 compliance. Additional services include stakeholder engagement, sustainable development, education, and marketing as well as support and guidance to allow for a smooth transition to the new Recycling Coordinator. The Agreement included services at \$95 per hour for up to 100 hours per month. Funding in the budget was allocated for fiscal year 2021-2022 only.

The Consultant will continue to provide services under the Agreement, including training, until the City's Recycling Coordinator is able to take over the tasks required. Ms. Arbuckle proposes to continue at 20 hours per week at \$95/hour to train the newly hired Recycling Coordinator, continue research, meet deadlines, and the necessary reporting, for compliance.

Accordingly, Staff requests a budget adjustment of \$9,500 per month for the fiscal year 2022-2023.

### FISCAL IMPACT

The professional service agreement will require a budget adjustment in the \_\_\_\_ fund for a total amount of \$114,000 for fiscal year 2022-2023.

**RECOMMENDATION**

The Council may consider adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance in an amount not to exceed \$9,500 per month through Fiscal Year 22/23.

**ATTACHMENTS**

Agreement No. 3386 – Jennifer Arbuckle Consulting (approved September 20, 2021)

**SERVICES AGREEMENT (PROFESSIONAL CONSULTING SERVICES)**  
**Grant management and SB 1383 Compliance**  
City Agreement No. 3386

This Services Agreement (Professional Services) for Grant management and SB 1383 Compliance (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **JENNIFER ARBUCKLE CONSULTING (“Consultant”)**, is effective on the Effective Date identified on the signature page.

**RECITALS**

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including Grant management and SB 1383 Compliance.

B. On September 20, 2021 the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an consultant, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, the City Administrator (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or

reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

## 2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum,



the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Jennifer arbuckle**, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965  
[dnevers@cityoforoville.org](mailto:dnevers@cityoforoville.org)

TO CONSULTANT: Jennifer Arbuckle  
Jennifer Arbuckle Consulting  
817 Alan Lane  
Chico, CA 95926  
[Jarbuckleconsulting@gmail.com](mailto:Jarbuckleconsulting@gmail.com)

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or

termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. **CITY'S RIGHT TO TERMINATE**. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

## 7. **DEFAULT AND DISPUTE RESOLUTION**.

7.1. **Default**. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. **Dispute Resolution**. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentation requirements in the Government Claims Act (Government Code section 900 et seq.).

## 8. **INFORMATION AND RECORDS**.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;

- 9.1.2. Name and address of the injured or deceased person(s); and  
 9.1.3. Name and address of Consultant's insurance company.

10. **INDEMNIFICATION**. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. **INSURANCE**. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. **General Liability Policy**. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. **Automobile Liability Policy**. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. **Workers' Compensation**. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. **Professional Liability**. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient

to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant

knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

### 13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

#### 14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements,

and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

## 15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

#####

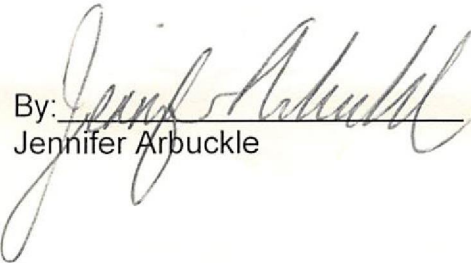


IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.


**CITY:**  
**CITY OF OROVILLE,**  
**a California charter city,**

**CONSULTANT:**  
**JENNIFER ARBUCKLE CONSULTING,**

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

By:   
\_\_\_\_\_  
Jennifer Arbuckle

**ATTEST:**

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

Date: \_\_\_\_\_ ("Effective Date")

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Scott Huber, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

- 1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.
  
- 2) SCHEDULE OF PERFORMANCE.
  - a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.
  
- 3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.
  
- 4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
  
- 5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one

calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) PAYROLL RECORDS. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) APPRENTICES. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

## EXHIBIT "B" COMPENSATION RATES AND CHARGES

### 1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.

#### **Jennifer Arbuckle Consulting**

Hourly Rate:           \$95.00 per hour (not to exceed 100 hours per week)

### 2. AUTHORIZED EXPENSES AND RATES:

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for Services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the "Performance Tasks" identified in task orders, for which, upon approval of completion by the City's Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, as set forth in task orders subject to the not-to-exceed limit in Section 2.1 of the Agreement:



## CITY OF OROVILLE STAFF REPORT

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

**FROM:               BILL LAGRONE, CITY ADMINISTRATOR**

**RE:                   PURCHASE OF (2) TRUNARC TESTING DEVICES**

**DATE:                SEPTEMBER 6, 2022**

### **SUMMARY**

The Council will consider authorizing the Police Department to purchase two (2) TruNarc handheld narcotic analyzers with one year warranty and training for \$51,490.09.

### **DISCUSSION**

The Police Department currently utilizes a “Nik” to test narcotics to attain presumptive test results on suspected controlled substances. The presumptive test results allow the officer to file the case with the Butte County District Attorney for prosecution.

However, the Nik test kits chemical contents are listed under California Code of Regulations §393 as hazardous chemicals. The chemicals contained in the Nik test kits other related dangers include, burning, poisoning, and flammability.

In Butte County there has been an increased number of overdoses related to the substance Fentanyl. Officers that investigate these crimes and other crimes where a suspected controlled substance has been used risk exposure. Fentanyl is sometimes used as a cutting agent in commonly encountered drugs. Its analogs pose a potential hazard to law enforcement, public health workers, and first responders who unknowingly come into contact with these drugs in their different forms. Possible exposure routes vary based on the source of the Fentanyl. While dermal absorption of Fentanyl commonly occurs through prescribed use, inhalation of powder is the most likely exposure route for illicitly- manufactured Fentanyl. Inhalation exposure can quickly result in respiratory complications. Exposure via inhalation or skin absorption of a controlled substance especially Fentanyl can be deadly.

Law Enforcement personnel can come into contact with these drugs during their normal course of their duty, the substance is always handled with care, and is sent to a laboratory for analysis.

The TruNarc is a handheld narcotics analyzer that can identify dozens of narcotics, stimulants, depressants, and analgesics using a lab proven Raman spectroscopy. The TruNarc provides clear, definitive results for presumptive identification with no user interpretation. The TruNarc will analyze key drugs of abuse as well as common cutting agents, precursors, and emerging threats such as Fentanyl, synthetic cathinones (bath salts) and cannabinoids (Spice or K2). The TruNarc scans directly through plastic or glass for most samples to minimize contamination, reduce exposure and preserve evidence. The TruNarc has automated data storage and the ability to generate a report to help support prosecution.

The TruNarc is currently used in the Butte County by the Chico Police Department, California State Parks, and the Butte Interagency Narcotics Task Force. TruNarc has also been accepted by law enforcement organizations throughout the country.

Additionally, staff has confirmed that District Attorney's Office will support TruNarc presumptive analysis for case filing purposes.

### **FISCAL IMPACT**

Reduction in balance of Asset Forfeiture account. Current available balance \$157,397.00

### **RECOMMENDATIONS**

Authorize the purchase of two (2) TruNarc handheld narcotic analyzers with one year warranty and training.

### **ATTACHMENTS**

1. TruNarc 1.9 Product Brochure
2. TruNarc Benefits Sheet
3. TruNarc Quote

**Sales Quotation**

**Thermo Scientific Portable Analytical Instruments Inc.**  
 2 Radcliff Rd  
 Tewksbury, Massachusetts 01876  
 United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00281730	08/23/2022	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Geno Ferrera	(951) 326-0405	Net 30	09/30/2022
Inco Terms		Shipping Method	
FOB Origin - Tewksbury Ma.		Fed Ex	

**Submitted To:**

Gil Zarate  
 Lieutenant  
 Oroville Police Department  
 Oroville, California 95966  
 United States

Phone: (530) 538-2465  
 Email: gzarate@oropd.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

<b>To Place an Order:</b>	
Contact:	Geno Ferrera
Phone:	(951) 326-0405
Fax:	
Email:	geno.ferrera@thermofisher.com
Additional instructions, terms & conditions on last page	

**GSA Contract No. GS-07F-6099R**

Contract period: March 26, 2010 - September 28, 2025  
 SIN 334519  
 SIN 339999E

**When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:**

*"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."*

Pos.	Product Code	Product Name	Discount	Disc %	Sales Price	Quantity	Total Price
1.00	800-01011-01	<b>TruNarc, Unlimited, Warranty - 1 Yr</b>	1498.74	6.30%	USD 22,301.26	1.00	USD 22,301.26
		<i>List Price: USD 23,800.00</i>					
		TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support.					
	GSA Item	Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.					
2.00	800-01041-01	<b>TruNarc, Unlimited, Warranty - 1 Yr, Train-12</b>	1681.36	6.30%	USD 25,018.64	1.00	USD 25,018.64
		<i>List Price: USD 26,700.00</i>					
		TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support.					
		Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, The Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

GSA Item	library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.					
3.00 810-01461-01	<b>TruNarc Solution Kit (Type H) - 20, English</b>	0.00	0.00%	USD 123.00	2.00	USD 246.00

**List Price:** USD 123.00

Open Market Item

TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 20 Test Sticks and 20 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

**Subtotal: USD 47,565.90**  
**Tax: USD 3,924.19**  
**Discount: USD 3,180.10**  
**Total: USD 51,490.09**

**Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc**

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, The Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.



Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order

E-mail to: [pai.sales.ops@thermofisher.com](mailto:pai.sales.ops@thermofisher.com)

Fax to: 1-877-680-2568

Order Processing Address:

geno.ferrera@thermofisher.com  
Thermo Scientific Portable Analytical Instruments Inc  
2 Radcliff Road  
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc  
PO Box 415918  
Boston, MA 02241-415918

Payment Details

Method of Payment

- Net 30 (Attach Credit Application & Credit References)
- Credit Card
- Check
- Wire Transfer

Sales Tax Application

- Yes Apply Sales Tax
- No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

**\*\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*\***

Address Verification

Please make corrections if necessary below:

**Bill to:**  
2055 Lincoln St  
Oroville, California 95966  
United States

**Ship to:**  
2055 Lincoln St  
Oroville, California 95966  
United States

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, The Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**Additional Options / Accessories**

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

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When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, The Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

# THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

Item 9.

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Product to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall be

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instrument is being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

Item 9.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## 9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

Item 9.

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. **HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. **SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

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(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.



# Thermo Scientific TruNarc Handheld Narcotics Analyzer

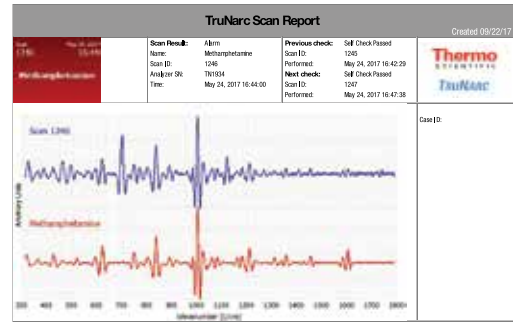
Field-based presumptive narcotics, precursor and cutting agent testing



**ThermoFisher**  
SCIENTIFIC

# The TruNarc Handheld Narcotics Analyzer

- Tests for almost 500 substances, including narcotics, stimulants, depressants, hallucinogens and analgesics
- Library regularly updated to include emerging drug threats
- Requires no direct contact with most substances
- Delivers clear, real-time results for presumptive evidence
- Provides automated, tamper-proof records with scan results, including time-and-date stamps to help expedite prosecution



Helping law enforcement





## TruNarc: Efficient, Economical, Safe

Agencies across the United States who deploy TruNarc are seeing immediate benefits:

- Even little known substances can be identified almost instantly in the field
- The need for Law Enforcement Officers to handle potentially lethal narcotics is greatly reduced
- Valuable lab time is freed up for higher priority cases
- Reduced demand for lab testing delivers significant cost savings

benefits

stay ahead of the curve: safe, precise

# TruNarc Success Stories

quickly identified fentanyl!

## Quincy PD, Massachusetts: Little-known Drugs Identified Quickly

- TruNarc immediately identified an unknown sample as Alpha-PVP (“Flakka”) a synthetic cathinone
- Official state-wide alert about new drug issued next day

## Etowah County, Alabama: Reduced Court Wait Times

- *“We’re definitely seeing a benefit because of TruNarc. We’re able to take cases to the grand jury where before we didn’t have a toxicology report. Now, a defendant doesn’t have to wait for his day in court. It’s been a godsend.”*

– Etowah County

## Charles County, Maryland: Improved Protection for Law Enforcement Officers

- Using TruNarc, officers quickly identified fentanyl (a potent opioid absorbed by touch, potentially causing overdose or death) in heroin seizure.
- *“The safety of our officers is one of our top priorities, and this technology will allow us to safely identify controlled dangerous substances quickly and accurately without having to wait on lab results.”*

– Charles County



use narcotics identification



Item 9.

# TruNarc Helps Keep Officers Safe

The use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect law enforcement officers, banned substances need to be identified quickly, safely and accurately.

The Thermo Scientific™ TruNarc™ Analyzer rapidly identifies drugs and can reduce the backlog of cases at crime labs while decreasing costs. This leads to quicker case resolution and helps drug offenders access treatment faster.

saves time and money





## *TruNarc: A more accurate and reliable presumptive test*

Specifications	Description
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF, SCZ, SCN
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

To learn more about the TruNarc or schedule a demo, please visit us on line at: [thermofisher.com/trunarc](http://thermofisher.com/trunarc)

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# 10 REASONS Handheld Raman for Narcotics ID Strengthens Law Enforcement



A well-established technique for identifying chemicals, Raman spectroscopy has been used in forensic laboratory analysis for decades. It is widely accepted by the scientific community and has a proven track record in the United States court system.



**1 Point and Shoot Simplicity**  
A handheld Raman analyzer can ID hundreds of narcotics, precursors or cutting agents in seconds—right at the scene. With high specificity, the analyzer is non-destructive, non-contact and easy to use.



**2 Court-admissible Results**  
Handheld Raman analysis is allowed in early court proceedings. Law enforcement gains probable cause and the ability to charge suspects while rapidly moving cases through the system.



**3 Faster Turnaround**  
With backlogs at the crime lab, the time between arrest and early court proceedings can reach one year in some cases. With admission of handheld Raman analysis, cases can be prepared for court in a matter of weeks.



**4 Complete Police Reports**  
A handheld analyzer automatically generates a tamper-proof report, with test location, time, result and operator, for inclusion in the investigative file delivered to the prosecuting attorney's office.



**5 Reduced Backlogs at the Crime Lab**  
In jurisdictions that permit handheld Raman analysis, crime labs may enjoy more efficient operation because each field test becomes a screening test, preventing backlogs.



**6 Lower Costs**  
Given the cost per sample at the crime lab, drug testing can run tens of thousands of dollars per month. By deploying a handheld Raman analyzer, law enforcement can realize substantial savings over the life of the instrument.



**7 Early Warning Sign**  
Handheld Raman analysis helps discover novel synthetic compounds. When these new substances are understood at the lab level, the information is quickly passed back to the analyzer for positive field ID.



**8 Fast Library Updates**  
As new drug threats emerge, new substances can be added to an analyzer's "fingerprint" library quickly. These updates are made available frequently and are typically free of charge.



**9 Beyond Wet Chemistry Kits**  
Wet chemistry kits require multiple steps with user interpretation. Some drugs require multiple chem kits to make the correct call. Handheld Raman provides a more accurate and reliable test, and is a total solution.



**10 Leadership and Innovation**  
Handheld Raman technology helps law enforcement respond to the rising demands on police services. The analyzer improves testing accuracy, speeds prosecution and protects the community—all while reducing costs.



## CITY OF OROVILLE STAFF REPORT

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

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: PURCHASE OF 50 APX8500 PORTABLE VEHICLE RADIOS, AND EQUIPMENT PLUS SOFTWARE TO ENCRYPT RADIOS TO MEET CURRENT DOJ REQUIREMENTS.**

**DATE: SEPTEMBER 6, 2022**

### SUMMARY

The Council will consider authorizing the purchase of 50-APX8500 vehicle radios, and equipment plus the software to encrypt the radios to meet current Department of Justice requirements, in an amount not to exceed \$571,245.10

### DISCUSSION

The primary radio infrastructure for the Oroville Police Department is Motorola equipment. Based on the proven record of reliability and durability, and our prior commitment to this radio infrastructure, Motorola equipment is identified as the preferred radio manufacturer for the Oroville Police Department.

The Oroville Police Department currently has (5) five voter / receiver sites. These sites are located in various locations scattered across the City. All of these sites contain equipment that was installed in 2009. The equipment has become outdated and prone to failure. Over the last few years, the Oroville Police Department has experienced failures of the radio system. Over the last few months several repairs have occurred making the radio system more reliable and less prone for failure, however the quality of radio transmission is significantly diminished causing an Officer safety issue.

The current radio system for the police department is Project 25 (P25) compliant. P25 is a requirement placed upon all public safety agencies to reduce their radio frequency band width; this is commonly referred to as narrow banding. Narrow banding frees up additional radio frequency space. An additional requirement is for all public safety agencies to become interoperable. Interoperability allows Police and Fire to move from one jurisdiction to another and communicate over their safety vehicle radios with all other local, state, and federal agencies.

The Police department would like to move to Butte County's County wide radio system

in efforts to consolidate and streamline communications. To make this move new radios will need to be purchased.

The Police department's radio network of five towers has several significant issues.

- 1) Each of the five towers are connected with copper phone lines provided by AT&T. The failing copper infrastructure provided by AT&T creates quite a few outages and AT&T is in the process of abandoning the copper infrastructure all together. Moving forward new digital lines will need to be installed which will increase the monthly charges and will not work with the Police Departments analog radio channels but only with the one digital channel.
- 2) The radio towers are running on radio gear that is not supported by the manufacturer and parts are hard to come by.
- 3) All of the mobile and portable radios are showing their age and even with the most recent maintenance done on them they do not work as well as they should. These devices are also not fully supported by the manufacturer and parts are getting harder to find.
- 4) With the acquisition of south Oroville, the Police Department has found a few weak spots in its coverage of the area. To fix these spots a new tower will be needed to be created to completely cover south Oroville with radio coverage.

In an effort to keep a radio system functional and officers able to communicate in the field a new approach is needed. Upgrading and maintaining a city managed system will become costlier and more complicated as the FCC makes changes to radio requirements. The Police department finds that the county radio system fits the need and in a more cost-effective manner.

To move to the county wide radio network mobile radios will need to be purchased. These radios will be "dual-band" so that they will work with the current radio infrastructure, surrounding agencies, and the new county radio system. This will allow the city to make a phased transition to the new radio network.

There were four phases that needed to take place for this to occur.

Phase one – The City of Oroville purchased Motorola portable radios from the Butte County Sheriff's Department in 2019, that they acquired during the Camp Fire crisis.

Phase two – Purchase mobile radios for the vehicles. A recent quote from our radio vendor puts the cost at \$571,245.10 for portable car radios and programming for all radios.

Phase three – Sign an agreement with Butte County to utilize the county wide system. Once an agreement is made the city would pay a onetime license fee of \$20,000. This fee would be to license a channel specifically for the Oroville Police Department on Butte County’s radio network.

Phase four – Test and then migrate the Police Department to the county wide radio system. Once the migration is complete the city would have a monthly subscriber fee. This fee would be for system maintenance fees. For 95 devices, 45 portable radios and 50 mobile radios, the city would be charged an estimated \$4,000.00.

Motorola is offering these radios at contract pricing that has previously been bid. Motorola is the sole source of this specified product. The pricing provided is within normal pricing parameters.

### **FISCAL IMPACT**

These radios were budgeted in the prior year budget 2021-22 and carried over to the current budget. Funding will be from Fund 153, Police Supplemental Law Enforcement Fund for \$271,245.10 and Fund 154, Public Safety Augmentation Fund for \$300,000.00. These two funding sources are from the State of California COPS program and a State special tax program.

### **RECOMMENDATION**

Authorize the Police Department to purchase 50 APX8500 Motorola radios and all necessary equipment and software for radios, in an amount not to exceed \$571,245.10, as outlined in the attached quotes.

### **ATTACHMENTS**

1. Quote for APX8500 radio and equipment
2. Quote for equipment and software to upgrade handheld radios



Quote Date:08/09/2022  
 Expiration Date:09/01/2022  
 Quote Created By:  
 Julia Cole  
 Julia.Cole@  
 motorolasolutions.com

End Customer:  
 OROVILLE, CITY OF

Contract: 17724 - HGAC (TX)-RA05-21  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Radio Management	RADIO MANAGEMENT				
1	T7913A	RADIO MANAGEMENT OFFLINE*	1	\$0.00	\$0.00	\$0.00
1a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	50	\$110.00	\$88.00	\$4,400.00
	After Market Encryption Upgrades					
2	T7936A	APX UCM UPGRADE CD*	1	\$57.50	\$57.50	\$57.50
2a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	45	\$696.00	\$508.08	\$22,863.60
	KVL 5000					
3	T8476B	KVL 5000	1	\$6,000.00	\$5,400.00	\$5,400.00
3a	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1	\$0.00	\$0.00	\$0.00
3b	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1	\$0.00	\$0.00	\$0.00
3c	CA03358AA	ADD: ASTRO 25 MODE	1	\$0.00	\$0.00	\$0.00
	FLASHport Series	APX8000FLASHPORT				
4	T8627A	TDMA	1	\$0.00	\$0.00	\$0.00
4a	QA09002AC	ENH: UHF MHZ BAND FLP	45	\$1,100.00	\$880.00	\$39,600.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
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Subtotal	\$72,321.10
	\$5,966.49
<b>Grand Total</b>	<b>\$78,287.59(USD)</b>

**Notes:**

- Additional information is required for one or more items on the quote for an order.





<b>Purchase Order Checklist</b>
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>
<b>Ship To Contact Name &amp; Phone #</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

Quote Date:08/09/2022

Expiration Date:09/01/2022

Quote Created By:

Julia Cole

Julia.Cole@

motorolasolutions.com

End Customer:

OROVILLE, CITY OF

Contract: 17724 - HGAC (TX)-RA05-21

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	50	\$5,667.00	\$4,136.91	\$206,845.50
1a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	50	\$0.00	\$0.00	\$0.00
1b	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	50	\$110.00	\$80.30	\$4,015.00
1c	G996AS	ENH: OVER THE AIR PROVISIONING	50	\$110.00	\$80.30	\$4,015.00
1d	GA00580AA	ADD: TDMA OPERATION	50	\$495.00	\$361.35	\$18,067.50
1e	G51AT	ENH:SMARTZONE	50	\$1,650.00	\$1,204.50	\$60,225.00
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	50	\$176.00	\$176.00	\$8,800.00
1g	GA09001AA	ADD: WI-FI CAPABILITY	50	\$330.00	\$240.90	\$12,045.00
1h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	50	\$814.00	\$594.22	\$29,711.00
1i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	50	\$66.00	\$48.18	\$2,409.00
1j	G843AH	ADD: AES ENCRYPTION AND ADP	50	\$523.00	\$381.79	\$19,089.50
1k	G89AC	ADD: NO RF ANTENNA NEEDED	50	\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	50	\$0.00	\$0.00	\$0.00
1m	G67EH	ADD: REMOTE MOUNT E5 MP	50	\$327.00	\$238.71	\$11,935.50
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	50	\$0.00	\$0.00	\$0.00
1o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	50	\$567.00	\$413.91	\$20,695.50
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	50	\$717.00	\$523.41	\$26,170.50
1q	W22BA	ADD: STD PALM MICROPHONE APX	50	\$79.00	\$57.67	\$2,883.50
1r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	50	\$330.00	\$240.90	\$12,045.00
	APX™ Control Head/ Mounting Kits/DEK BOX/ Multiplexers					
2	H1919B	MULTIPLEXER QMA	50	\$250.00	\$182.50	\$9,125.00
3	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	50	\$44.01	\$35.20	\$1,760.00
4	HAD4022A	ANTENNA 132-174 3DB GAIN	50	\$70.74	\$56.58	\$2,829.00
5	HAE6011A	ANT 5.0DB GAIN 380-433MHZ	50	\$68.04	\$54.43	\$2,721.50
Subtotal						\$455,388.00

\$37,569.51

Grand Total

**\$492,957.51(USD)**

Notes:



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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