OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 17, 2023
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

1. Live Feed: https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/
2. Zoom Link: https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: James v. City of Oroville, et al., United States District Court, Eastern District of California, Case No. 2:23-CV-00215.

2. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Design Build, Inc., et al., Butte County Superior Court, Case No. 21CV03051.

3. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: OCEA, OPA Sworn, OPA Non-Sworn, and OMCA.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 11** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. Approval of the October 3, 2023 Oroville City Council Meeting Minutes

The Council may approve the Minutes of October 3, 2023.

ACTION REQUESTED -

APPROVE THE MINUTES OF OCTOBER 3, 2023.

2. Ladder Truck Repair Work Budget Adjustment

The Council will review and consider approving a supplemental budget adjustment in the amount of $35,735.49 for necessary work performed on the City's Ladder Truck.

ACTION REQUESTED -

APPROVE SUPPLEMENTAL BUDGET ADJUSTMENT OF $35,735.49 AND AUTHORIZE PAYMENT OF INVOICE TO HI-TECH EVS, INC FOR LADDER TRUCK REPAIRS.

3. State Route 70 Clean California – Caltrans Cooperative Agreement and Art Maintenance Agreement

The Council may consider approving a Cooperative Transportation Art Agreement with Caltrans for acceptance and funding of construction of the Butte County State Route 70 Oroville Safety and Beautification Project. Additionally, the Council will consider approval of a Transportation Art Maintenance Agreement with Caltrans.

ACTION REQUESTED -

APPROVE AND SIGN THE TRANSPORTATION ART COOPERATIVE AGREEMENT AND THE TRANSPORTATION ART MAINTENANCE AGREEMENT FOR CALTRANS REVIEW AND APPROVAL.

4. Donation to the Lott Home

The City Council may consider acknowledging the receipt of a donation of a historic wooden wall hung reloading cabinet to the Lott Home.

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATIONS FOR THE LOTT HOME AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

5. Donations to the Chinese Temple (1/2)

The City Council may consider acknowledging the receipt of a collection of various items to the Chinese Temple.

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATIONS FOR THE CHINESE TEMPLE AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

6. Museum Donation to the Chinese Temple (2/2)

The City Council may consider acknowledging the receipt of a collection of various items to the Chinese Temple.

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATIONS FOR THE CHINESE TEMPLE AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

7. Museum Donation to Bolt's Antique Museum

The City Council may consider acknowledging the receipt of a collection of various items to the Bolt's Antique Tool Museum.

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATIONS FOR THE BOLT'S ANTIQUE TOOL MUSEUM AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

8. Approval Of the CalRecycle HD39:2022-2023 Household Hazardous Waste Education Grant 2022-2023 Through Fiscal Year 2024-2025

The Council will consider ratifying the submission of the three-year HD:39 CalRecycle Household Hazardous Waste Education Grant for Fiscal Years 2022/2023 through 2024/2025 in the amount of $50,000.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9187 – APPROVAL OF THE CALRECYCLE HD39:2022-2023 HOUSEHOLD HAZARDOUS WASTE EDUCATION GRANT 2022-2023 THROUGH FISCAL YEAR 2024-2025.

9. Approval of the CalRecycle Fiscal Year 2022-2023 Through Fiscal Year 2025-2025 CalRecycle OWR4: 2022-23SB 1383 Support Grant

The Council will consider ratifying the submission of the 4-year OWR4: 2022-2023 SB 1383 Support Grant for Fiscal Years 2022/2023 through 2025/2026 in the amount of $75,000.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9188 – APPROVAL OF THE CALRECYCLE FISCAL YEAR 2022-2023 THROUGH FISCAL YEAR 2025-20256 CALRECYCLE OWR4: 2022-23SB 1383 SUPPORT GRANT

10. Approval of the CalRecycle 2023 Tire Amnesty Grant Fiscal Years 2023/2024, 2024/2025 and 2025/2026

The Council will consider ratifying the submission of the three-year CalRecycle Tire Amnesty Grant for Fiscal Years 2023/2024 through 2025/2026 in the amount of $40,000.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9190 – APPROVAL OF THE CALRECYCLE 2023 TIRE AMNESTY GRANT FISCAL YEAR 2023/2024, 2024/2025, and 2025/2026.

11. Approval of the RBC34: 2022-2023 CalRecycle Beverage Container Grant

The Council will consider ratifying the submission of the RBC34: 2022-2023 CalRecycle Beverage Container Grant Fiscal Year 2022/2023 through 2024/2025.

ACTION REQUESTED

ADOPT RESOLUTION NO. 9189 – APPROVAL OF THE RBC34: 2022-2023 CALRECYCLE BEVERAGE CONTAINER GRANT.

REGULAR BUSINESS

None this meeting.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

No Public Hearing this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

   i. - 3rd Quarter newsletter pamphlet received

   ii. - Correspondence Received from Secretary of the Senate

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 7, 2023 at 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 and YouTube.

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

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

CALL TO ORDER / ROLL CALL

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

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

CLOSED SESSION

The Council held a Closed Session on the following:

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

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that information was received, and direction was given. There were no other announcements out of Closed Session.

2. Pledge of Allegiance – Led by Benjamin Glover and Zoey Kelley, students at Ophir Elementary School.

3. Adoption of Agenda – Motioned by Council Member Goodson, Seconded by Mayor Pittma
Motion passed unanimously.

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

PRESENTATIONS AND PROCLAMATIONS

1. The City Council was provided a Pension Update via Presentation from NHA Advisors regarding Fiscal Year 2022/23 CalPERS Investment Returns Summary and Impacts on City's Unfunded Liability.

The following member of the public submitted public comment on this item: Brian Wong

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

- Bill Speer
- Steve Christensen
- Allan Dikes

REPORTS / DISCUSSIONS

1. Council Announcements and Reports:

Council Member Riggs – Spoke on the upcoming Farm to Table dinner event, invited everyone to the event and spoke on the fundraiser monies going to be used to support First Fridays, Annual Tree Lighting, etc.

Council Member Goodson – Spoke on the iron fence by school and requested a revisit of school speed limits. Council Member Riggs seconded this request.

Vice Mayor Smith – Thanked those individuals and groups involved in the Salmon Festival.

Council Member Johnstone – Spoke on the tour of Pacific Coast Producers. She stated it was an excellent tour and referred any members of the public who are seeking employment to Pacific Coast Producers.

Council Member Webber – Spoke on the tour of Pacific Coast Producers. He stated it was a great tour. Thanked and recognized Vice Mayor Smith's dedication to putting the Salmon Festival together. Spoke on himself, Council Member Goodson, and Kevin Thompson attending the community awareness re: Fentanyl awareness. Reported on the 3rd phase of awareness event.

Mayor Pittman – Spoke on William Brown, the Superintendent of Oroville Union High School District and the dinner held with High School parents.

2. Administration Reports:

Brian Ring, City Administrator – Provided the City Council with an update on the Wellness Program.

Ron Belser, Code Enforcement Manager – Provided an update to the City Council in regard to the statistics for the Department for the month of September 2023. He spoke on sweeps being conducted by personnel with Butte County on the “pop up” food trucks in the area. Discouraged the public from eating from these food trucks, as they are not permitted and thus, the food cannot be ruled as safe to eat.

Bill LaGrone, Chief of Police – Spoke on the “Coffee with a Cop” event put on at Mugshots. Stated it was a nice event put together by staff.

CONSENT CALENDAR

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

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

The Council approved the Minutes of September 19, 2023 by the following 6-0-1 vote:

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

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

The City Council accepted the 2023 Encampment Resolution Funding Grant Award, Agreement No. 23-ERF-3-l-00009, in the amount of $1,730,450: and approved the budget adjustment as indicated in the fiscal impact of the staff report, dated October 3, 2023 by the following 6-0-1 vote:

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

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

The City Council adopted Resolution No. 9186 – a resolution of the Oroville City Council authorizing and directing the Mayor to execute an amended Professional Services Agreement with Suzanne Kochems d/b/a Silk Consulting Group to increase the amount by $50,000.00 and to extend the agreement to April 30, 2027, to provide administration services in relation to the encampment resolution funding by the following 6-0-1 vote:

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

REGULAR BUSINESS

4. Contract with NextRequest

The City Council approved the contract with NextRequest and Authorized the Mayor to sign by the following unanimous vote:

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

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

The City Council approved Task Order #1 with SBFCA by the following 5-2 vote:

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

PUBLIC HEARINGS

There were no public hearings this meeting.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None discussed

2. Correspondence

   i. - Letter from First Responder

ADJOURN THE MEETING

The meeting adjourned at 6:30PM.

Accommodating Those Individuals with Special Needs – In compliance with the Americans w 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.

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OROVILLE CITY COUNCIL
AGENDA STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY DIVISION**

RE: **LADDER TRUCK REPAIRS – BUDGET ADJUSTMENT**

DATE: **OCTOBER 17, 2023**

SUMMARY

The Council will review and consider approving a supplemental budget adjustment in the amount of $35,735.49 for necessary work performed on the City's Ladder Truck.

DISCUSSION

The Oroville Fire Department Ladder Truck receives inspections on a regular basis, including a load test (performed annually) and a nondestructive test (performed every five years). Both inspections are required to ensure the safety of the apparatus and the personnel working on it. During the annual ladder load test inspection performed in September of 2022, several safety concerns were identified that needed immediate attention. At that time, the Ladder Truck was put out of service and sent to the City mechanic shop for repairs. The repairs that were needed were specialized and exceeded the City shop ability, resulting in the Ladder Truck to be sent to Hi-Tech Emergency Vehicle Service in Oakdale, California for repairs. Most of the repairs required mechanics with expertise in aerial ladder repairs. As work progressed, additional repairs were identified and also completed.

The Ladder Truck is critical to serving Oroville as there are many multi story structures occupied, and a number of other structures (Oroville Hospital for example) currently under constructions. The Ladder Truck also carries specialized rescue equipment which is needed for more complex incidents.

The number of large repairs escalated as did the cost associated with them. In the future, these updates will be brought before the Council in a more timely manner to ensure the Council is up to date on the anticipated costs of such major repairs.

FISCAL IMPACT

Reduction in General Fund balance of $35,735.49.

RECOMMENDATION

Approve supplemental budget adjustment of $35,735.49 and authorize payment of invoice to Hi-Tech EVS, Inc for Ladder Truck repairs.

ATTACHMENTS
Invoice and completed work spreadsheet from the city shop.

Invoice

Date	Pa
Sep 13, 2023	

Item 2.

Invoice Number
176859

Customer Number
10462

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA, 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Sold To:

City of Oroville/Oroville Fire Dept
Attention: A/P
1735 Montgomery St
Oroville, CA 95965-4820

Ship To:

City of Oroville/Oroville Fire Dept
Attention: A/P
1735 Montgomery St
Oroville, CA 95965-4820

Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
174108	Sep 12, 2023	15031	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
8.00	0.00	611250-1	#8 FJIC X #8 HOSE MATCHMATE PLUS FITTING	24.10	Each	192.80
288.00	0.00	611210-1	#8 AEROQUIP MATCHMATE PLUS HOSE	1.20	Inch	345.60
2.00	0.00	300550-1	35-P-74 CHELSEA PTO MTG GASKET	12.10	EACH	24.20
1.00	0.00	320008-1	2527-0069 2002 MOTOR DRIVER	1,494.15	EACH	1,494.15
1.00	0.00	320014-1	2530-0092 3 PRONG SPEED SENSOR	626.08	EACH	626.08
36.00	0.00	100466-1	3/8 ID X 1/2 OD VINYL TUBING 5233K63	0.05	INCH	1.80
2.00	0.00	610381-1	HOSE CLAMPS 5/16	1.75	Each	3.50
16.00	0.00	140056-1	HYDRAULIC FLUID AW32	26.65	GALLON	426.40
1.00	0.00	130131-1	MASTER SWITCH M-284 LONG	31.51	EACH	31.51
1.00	0.00	130721-1	ATM CIRCUIT BREAKER 21130-00	5.18	EACH	5.18
1.00	0.00	130105-1	A06-47581-007 ALF ROCKER SW POWER WINDOW	60.87	EACH	60.87
1.00	0.00	1801	1/2 X 5 1/2 BRASS NIPPLE	17.23	EACH	17.23
1.00	0.00	1801	1/2 X 4 1/2 BRASS NIPPLE	14.98	EACH	14.98
3.00	0.00	1801	10-4-075-0 E-CHAIN	35.88	EACH	107.64
1.00	0.00	1801	2341B-P-01 SPEC PUMP FOAM PRO 2001	1,413.76	EACH	1,413.76
1.00	0.00	1801	0704-8600A1 FLANGE (C-FLANGE)	85.16	EACH	85.16
1.00	0.00	1801	2738-2002 COUPLING 5/8 SHAFT L-075	18.25	EACH	18.25
1.00	0.00	1801	2728-1001 CENTER DISC FOR L-075	21.90	EACH	21.90
1.00	0.00	1801	ST-400 B & B SEAL KIT	69.75	EACH	69.75
1.00	0.00	1801	PCH 280GGFJP-B5RK POWER TAKE OFF	3,329.00	EACH	3,329.00
1.00	0.00	1385	RHRR057BLS2822NNA3D2N4A6 SAUER REPAIR	2,074.66	EACH	2,074.66
1.00	0.00	1385	REBUILD HYDRAULIC PUMP	1,666.67	EACH	1,666.67
1.00	0.00	1801	SFK-61-32 2" CODE 61 SPLIT FLANGE KIT	51.11	EACH	51.11
3.00	0.00	1801	SERIES 10/15 IGUS WITH OPENING LIDS	54.63	EACH	163.89
1.00	0.00	1306	SHIPPING & HANDLING	978.47	EACH	978.47
1.00	0.00	1365	PUMP TEST	350.00	EACH	350.00
1.00	0.00	1310	FUEL	111.37	EACH	111.37

Invoice continued on next page ...

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

Form: OEINVHT1.rpt

Invoice

Date	Pa
Sep 13, 2023	

Item 2.

Invoice Number
176859

Customer Number
10462

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA, 95361-1616
US
Phone: (209) 847-3042
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Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
174108	Sep 12, 2023	15031	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
118.10	0.00	1340	LABOR 1. REMOVED PTO AND HYD PUMP. 2. MONITOR NOT ROTATING ALL THE WAY: RAN MONITOR UP/DOWN, LEFT/RIGHT WITH NO PROBLEMS. RUNS SMOOTH. TRACED CIRCUIT, FOUND WIRE PULLED OUT OF PIN ON LADDER TIP. REPAIRED WIRE. 3. CAN'T SWITCH INTO WATER TOWER MODE: SHIFTED BETWEEN WATER TOWER AND RESCUE SEVERAL TIMES WITH NO PROBLEMS. 4. REPLACED WEATHER CRACKED HOSES AT TOP OF TURNTABLE FOR EXTENSION AND RETRACTION CYLINDER. HAD TO REMOVE ALDP STEP AND COVER TO ACCESS BAD HOSES. STEAM CLEANED TOP OF TURNTABLE. 5. EXTENSION RAM IS OILY AND DIRTY, INSPECT FOR LEAK: CLEANED EXT/RET CYLINDER. RAN AND CHECKED FOR LEAKS. NO LEAKS AT TIME OF SERVICE. 6. ROTATION DRIVE UNIT IS OILY AND DIRTY: STEAM CLEANED ROTATION DRIVE UNIT AND MOTOR, RAN AND CHECKED FOR LEAKS. NO LEAKS DURING SERVICE. 7. TURNTABLE CENTER COVER HAS LOOSE OR MISSING HARDWARE: TIGHTENED BOLTS ON CENTER COVER AFTER TORQUING BOLTS UNDER THE COVER. 8. LADDER IS VERY DIRTY: RESOLVED UNDER LADDER SERVICE. 9. PTO ON TOP OF TRANSMISSION LEAKS EXCESSIVELY: REMOVED PTO PUMP FROM PTO, REMOVED PTO FROM TRANS, CLEANED PTO SURFACE AND TRANS SURFACE. RESET PTO AND	180.00	HOUR	21,258.00

Invoice continued on next page ...

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

Form: OEINVHT1.rpt

Invoice

Date	Pa
Sep 13, 2023	

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Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA, 95361-1616
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Phone: (209) 847-3042
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City of Oroville/Oroville Fire Dept
Attention: A/P
1735 Montgomery St
Oroville, CA 95965-4820

Ship To:

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Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
174108	Sep 12, 2023	15031	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
			REATTACHED PTO PUMP. RAN TRANSMISSION. ADAPTER PLATE ON PTO WAS LOOSE. REATTACHED ADAPTER PLATE. FOUND O-RING BOSS PLUG LEAKING. REMOVED PTO AGAIN AND INSTALLED NEW ORING. PTO GASKET CAN ONLY BE USED ONCE. 10. FOAM PUMP NON OP: DISPLAY WOULD NOT COME ON. FOUND BAD MOTOR DRIVE BOX, REPLACED. REPLACED BAD FOAM PUMP AND SPEED SENSOR. 11. HYD TANK FOR AERIAL LOW ON FLUID: TOPPED OFF HYD FLUID. 12. PLUG AT TIP OF LADDER BROKEN: FOUND PLAY WITH PUSHED IN PIN. REMOVED COVER, SODERED WIRE SO WIRE WAS THICKER. NO OTHER PROBLEM WITH PIN. EVERYTHING WAS WORKING EXCEPT FOR UP AT THE PEDESTAL FOR MONITOR. FOUND YELLOW LINE THAT DEPT HAD TAPED UP TO FIX PLUG. EVERYTHING FUNCTIONING AT THE PEDESTAL. 13. REMOVED BOTTOM COVER ON AC. FILLED TANK WITH WATER, NO LEAKS. RAN AC PUMP. WOULD NOT PUMP WATER OUT. FOUND SUCTION AND CHECK VALVE PLUGGED. REMOVED PUMP, BLEW LINES OUT. REMOVED TANK AND WASHED OUT. FOUND DISCHARGE LINE PINCHED. PUT TRUCK BACK TOGETHER. 14. REPLACED DAMAGED SECTIONS OF IGUS CHAIN ON BASE SECTION. INSPECTED IGUS CHAIN ON INNER MID. NO DAMAGE, JUST DISCONNECTED. RECONNECTED CHAIN. 15. RIGHT REAR OUTRIGGER IS LEAKING EXTERNALLY: REMOVED AND REBUILT RIGHT REAR OUTRIGGER AND CHECKED FOR LEAKS.			

Invoice continued on next page ...

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

Form: OEINVHT1.rpt

Invoice

Date	Pa
Sep 13, 2023	

Item 2.

Invoice Number
176859

Customer Number
10462

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA, 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Sold To:

City of Oroville/Oroville Fire Dept
Attention: A/P
1735 Montgomery St
Oroville, CA 95965-4820

Ship To:

City of Oroville/Oroville Fire Dept
Attention: A/P
1735 Montgomery St
Oroville, CA 95965-4820

Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
174108	Sep 12, 2023	15031	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
			TOPPED OFF HYD TANK. 16. REAR PASSENGER WINDOW INOP: REPLACED SWITCH. 17. CONNECTED WIRING FOR GENERATOR. 18. INSTALLED NEW PTO AND HYD PUMP. NO WIRING FOR PTO. OLD PTO WAS DIRECT DRIVE AND NEW PTO HOT SHIFT WITH HYD PUMP. ADJUST COMPENSATOR TO 60. 19. FRONT POWER WINDOWS INOP: CHANGED OUT CB AND DRIVER SIDE WORKED. PASS SIDE WENT DOWN BUT WOULD NOT GO UP. REPLACED SWITCH. ********** AMERICAN LA FRANCE LADDER S/N: 100497 UNIT: 91 MILEAGE: 52060 HR METER: 5428			

Comments:

** Thank you for your Business **

Subtotal	**34,943.93**
Total sales tax	**791.56**
Total amount	**35,735.49**
Amount due	**35,735.49**

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

Form: OEINVHT1.rpt

REPAIR DONE TO T91 AT HI-TECH EVS

Invoice #176858

1. Ladder service and maintenance.
2. Ladder testing and certification.

Invoice #176859

1. Remove lower PTO & Hydraulic pump to repair hydraulic leaks.
2. Check water tower mode &rescue mode, no problem found at this time.
3. Repaired wiring on monitor tip, wiring pulled out of connector.
4. Replaced weather cracked hydraulic hoses at top of turntable for the extension & retraction cylinder.
5. Cleaned extension & retraction ram, very oily, cleaned, not leaking at time of testing.
6. Rotation drive unit oil and dirty, cleaned, checked for leaks, no leaks during testing.
7. Turntable center cover lose and missing bolts, replaced missing bolts and tighten lose bolts.
8. The upper PTO leaks, removed, cleaned sealed and reinstalled.
9. Foam Pro not working, found motor drive box not working, replaced foam pump and speed sensor.
10. Replaced damaged section of Igus chain wiring protector.
11. Top off hydraulic oil.
12. Repair electrical plug.at tip of the ladder.
13. Air conditioning sump pump not working, blew out lines, found suction and check valves plugged, cleaned and then found discharge line pinched, replaced line.
14. Replaced rear door window switch.
15. Replaced front window circuit breakers and replaced one window switch.
16. PTO generator not working, shaft between PTO and pump striped, replaced PTO with a hot shift unit and rebuilt hydraulic pump.
17. Right rear outrigger leaking, removed, rebuilt, and reinstalled.

REPAIR DONE TO T91 AT HI-TECH EVS

18.

19. Right rear outrigger leaking, removed, rebuilt and reinstalled.
20.

REPAIR DONE TO T91 AT HI-TECH EVS

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **STATE ROUTE 70 CLEAN CALIFORNIA – CALTRANS COOPERATIVE AGREEMENT AND ART MAINTENANCE AGREEMENT**

DATE: **OCTOBER 17, 2023**

SUMMARY

The Council may consider approving a Cooperative Transportation Art Agreement with Caltrans for acceptance and funding of construction of the Butte County State Route 70 Oroville Safety and Beautification Project. Additionally, the Council will consider approval of a Transportation Art Maintenance Agreement with Caltrans.

DISCUSSION

Caltrans intends to provide funding to the City through a cooperative Transportation Art Agreement, and the City agrees to procure artist(s), administer artist contracts, provide and install the Transportation Art (silhouette sculptures of animals), in the North Bound/South Bound on/offramp areas of the interchange for State Route (SR) 70 and SR 162 and SR 70 and Montgomery St as shown in the State's project plans for project 03-2J790 provided to the City, hereinafter referred to as Project.

Under a separate Transportation Art Maintenance Agreement (TAMA), City shall have the obligation to maintain the artwork in accordance with this agreement so long as the artwork exists in any form and in any condition.

The obligation to maintain the artwork shall include routine inspections of the artwork and the maintenance, repair, and cleaning of the artwork, as well as the restoration of damaged artwork, graffiti removal (in accordance with the terms of this agreement), and the removal of dirt, debris, vegetation growth, and weeds surrounding or obscuring the artwork.

This project has been completed and the project cooperative agreement and local agreement is attached for review and approval.

FISCAL IMPACT

Funding will be received to compensate artists for work performed.

RECOMMENDATION

Approve and sign the Transportation Art Cooperative Agreement and the Transportation Art Maintenance Agreement for Caltrans review and approval.

ATTACHMENTS

1. Transportation Art Agreement
2. Transportation Art Maintenance Agreement
3. Images of Installed Art

03-BUT-70 PM 13.5/14.8
EA: 2J790
Project ID: 0322000100
Agreement No. 03-0813

TRANSPORTATION ART AGREEMENT

Clean California Beautification Fund Contribution

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Oroville, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Section 114.

2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds (FUNDS) towards beautifying and cleaning up state highways and eligible projects towards that goal.

3. Transportation Art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature located on CALTRANS' right-of-way (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving) that expresses unique attributes of a community's history, resources, or character.

4. CALTRANS intends to provide funding to CITY, and CITY agrees to procure artist(s), administer artist contracts, provide and install the Transportation Art (silhouette sculptures of animals), in the NB/SB on/offramp areas of the interchange for SR 70 and SR 162 and SR 70 and Montgomery St as shown in the State's project plans for project 03-2J790 provided to the City, hereinafter referred to as PROJECT.

5. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

6. CITY shall obtain an encroachment permit from CALTRANS prior to the commencement of any PROJECT work within CALTRANS' right-of-way.

7. CITY will follow the CALTRANS encroachment permit requirements for any and all PROJECT work within CALTRANS' right-of-way, including by not limited to, installation of artwork.

8. CALTRANS will pay CITY an amount not to exceed $450,000 from FUNDS required for PROJECT.

9. CALTRANS and CITY hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

10. CITY is responsible for completing all work for PROJECT.

11. CITY shall adhere to the CALTRANS' Transportation Art requirements as set forth in CALTRANS' Project Development Procedures Manual (PDPM), Chapter 29, Section 9, Transportation Art and CALTRANS' Transportation Art website at *https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art*. This includes, but is not limited to, submittal of a Transportation Art Proposal (TAP) to CALTRANS, execution of an Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement (Caltrans Copyright Assignment, CCA), and Project Specific Maintenance Agreement (PSMA).

12. CITY agrees that before commencing any PROJECT work on CALTRANS right-of-way, CITY and CALTRANS will enter into a PSMA for maintenance of the PROJECT. PARTIES agree that no encroachment permit(s) will be issued by CALTRANS for PROJECT until the PSMA is fully executed.

INVOICE & PAYMENT

13. CITY will invoice, no more frequently than monthly, and CALTRANS will reimburse for actual costs incurred and paid towards PROJECT.

14. CALTRANS will pay CITY within 45 (forty-five) calendar days of receipt of invoices.

15. CALTRANS and CITY agree that the total amount of FUNDS paid out to CITY will not exceed $450,000.

FUNDING TABLE					
Fund Source	Fund Type	PS&E	Construction		Amount
		Support	Support	Capital	
STATE	Clean California	$15,000*	$15,000**	$420,000	$450,000

*CITY's total cost to procure and administer artist(s) agreements entered into as a result of the terms of this AGREEMENT.

**CITY's total cost to administer the installation of Transportation Art.

16. After CALTRANS and CITY agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

GENERAL CONDITIONS

17. All portions of this AGREEMENT, including the Recitals section, are enforceable.

18. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

19. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return CALTRANS right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.

20. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

21. If HM-1 or HM-2 is found during PROJECT work, CITY will immediately notify CALTRANS.

22. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing CALTRANS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing CALTRANS right-of-way.

23. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing CALTRANS right-of-way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    CITY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing CALTRANS right-of-way.

24. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

25. HM-2 MANAGEMENT costs are PROJECT costs.

26. CALTRANS and CITY will enter into a PSMA before PROJECT work is performed within CALTRANS right-of-way. CITY understands and acknowledges the terms of the PSMA will include, but are not limited to, CITY shall be responsible for all regular and emergency maintenance, repair, and replacement of the PROJECT at the CITY's expense for as long as the artwork remains in place. A sample template PSMA is attached as EXHIBIT A.

27. The PSMA will include indemnification provisions for anything done or omitted to be done by CITY under or in connection with PROJECT.

28. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description, brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under AGREEMENT.

29. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, claims based on (1) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (2) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (3) 17 U.S.C. § 113, (4) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (5) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under AGREEMENT.

30. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

    CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

31. AGREEMENT is intended to be CALTRANS' and CITY's final expression and supersedes all prior oral understandings pertaining to PROJECT, with the exception of the required agreements to complete CALTRANS' Transportation Art process as discussed herein. The required agreements include, but are not limited to, the TAP, CCA, and PSMA.

32. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

CALTRANS and CITY will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

CALTRANS

Cameron Knudson, Project Manager
703 B Street
Marysville, CA 95901
Mobile Phone: (530) 218-1820
Email: cameron.knudson@dot.ca.gov

CITY OF OROVILLE

Patrick Piatt, Community Development Director
1735 Montgomery Street
Oroville, CA 95965
Office Phone: (530) 538-2402
Email: ppiatt@cityoforoville.org

SIGNATURES

CALTRANS and CITY are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS and CITY acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____

Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Verification of funds and authority:

_____

District Project Control Officer

Approved as to form and procedure:

_____

Deputy Attorney

Certified as to financial terms and policies:

_____

Nadine Karavan
HQ Accounting Supervisor

CITY OF OROVILLE

_____

David Pittman
Mayor

_____

Brian Ring
City Administrator

_____

Patrick Piatt
Community Development Director

TRANSPORTATION ART MAINTENANCE AGREEMENT WITH CITY OF OROVILLE

Agreement No. 3478

This Transportation Art Maintenance Agreement ("AGREEMENT") executed on and effective from _____, is made by and between the State of California, acting by and through the California Department of Transportation ("STATE"), and the CITY of Oroville ("LOCAL AGENCY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. The PARTIES desire to work together to allocate their respective obligations to the Transportation Art Project "Eight free standing steel and mosaic sculptures," installed or painted within STATE Right of Way by STATE Department of Transportation construction contract # EA 03-2J7904.

2. This AGREEMENT will set forth the LOCAL AGENCY's maintenance responsibilities for the Transportation Art Project ("ARTWORK") that is installed or painted within the STATE Right of Way, as shown in Exhibit A, attached hereto.

3. Prior to execution of this AGREEMENT, the authors of ARTWORK executed a written agreement conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. This written agreement between STATE and the author(s) of ARTWORK was executed on _____[DATE].

TERMS

1. Definitions.

A. "AGREEMENT" means this AGREEMENT between STATE and LOCAL AGENCY along with exhibits and attachments attached during the execution of this AGREEMENT or in the future by mutual consent of the PARTIES.

B. "ARTWORK" means the entire Transportation Art Project installed or painted within the STATE Right of Way depicted or described in Exhibit A attached to this AGREEMENT."

2. Agreements with Creators of ARTWORK. LOCAL AGENCY agrees, represents, and warrants that the author or authors of ARTWORK executed a written

agreement, in a form approved by STATE, conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. LOCAL AGENCY shall be solely responsible for any damages (including exemplary and punitive damages) arising from its breach of and/or failure to fully comply with this provision of the AGREEMENT.

3. Maintenance Obligation and Standards. LOCAL AGENCY shall have the obligation to maintain the ARTWORK in accordance with this AGREEMENT so long as the ARTWORK exists in any form and in any condition. LOCAL AGENCY shall perform all maintenance of the ARTWORK in compliance with terms of the AGREEMENT, the standards set forth in California Streets and Highways Code section 27, and in accordance with all other applicable California laws, regulations, and standards, including the STATE's Project Development Procedures Manual (PDPM), Chapter 29, Transportation Art, STATE's Maintenance Manual, policies, procedures, and specifications in effect as of the execution of this AGREEMENT and as subsequently amended. The obligation to maintain the ARTWORK shall include routine inspections of the ARTWORK and the maintenance, repair, and cleaning of the ARTWORK, as well as the restoration of damaged ARTWORK, graffiti removal (in accordance with the terms of this AGREEMENT), and the removal of dirt, debris, vegetation growth, and weeds surrounding or obscuring the ARTWORK (hereafter collectively referred to as "MAINTAIN/MAINTENANCE"). LOCAL AGENCY's obligation to MAINTAIN the ARTWORK is until the ARTWORK is removed consistent with terms of this AGREEMENT.

4. Encroachment Permits. Before LOCAL AGENCY, or any of its agents, may enter STATE right of way to perform MAITNENANCE of the ARTWORK, or any MAINTENANCE within STATE's right of way in which the ARTWORK is located, LOCAL AGENCY shall have applied for and obtained, from the applicable STATE District, an Encroachment Permit in accordance with the STATE Encroachment Permit process. For the term of this AGREEMENT, LOCAL AGENCY shall obtain any encroachment permits required by law to perform the obligations under this AGREEMENT. STATE shall issue any and all encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and subcontractors, including the artist who creates the ARTWORK, shall apply for, and be issued encroachment permits to perform work within STATE's right of way, to the extent required by law. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

5. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the ARTWORK. LOCAL AGENCY is solely responsible

for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.

6. Restoration of ARTWORK. LOCAL AGENCY, at LOCAL AGENCY's expense, shall restore damaged ARTWORK to its original condition as set forth in Exhibit A either within thirty (30) calendar days of discovery of such damage or within thirty (30) calendar days of being notified in writing by STATE, whichever is sooner. If LOCAL AGENCY is unable to or otherwise fails to restore the damaged ARTWORK by this time, STATE may provide a plan to LOCAL AGENCY which is reasonable and in good faith to perform the required operation.

7. Routine MAINTENANCE. LOCAL AGENCY shall ensure the ARTWORK is provided with adequate routine MAINTENANCE necessary to maintain a neat and attractive appearance in accordance with a schedule mutually agreed to by PARTIES. LOCAL AGENCY shall coordinate said MAINTENANCE with STATE prior to the start of any work.

8. Failure to Perform MAINTENANCE. If during the term of this AGREEMENT, LOCAL AGENCY ceases to perform the MAINTENANCE of the ARTWORK to the satisfaction of STATE as provided by this AGREEMENT, STATE will provide written notice to LOCAL AGENCY to cure the default and LOCAL AGENCY will have thirty (30) calendar days within which to effect that cure. If LOCAL AGENCY does not MAINTAIN the ARTWORK or establish a plan and schedule to do so that is acceptable to STATE, STATE may either perform the MAINTENANCE on behalf of LOCAL AGENCY at LOCAL AGENCY's expense, remove the ARTWORK at LOCAL AGENCY's sole cost and expense and restore STATE's right of way to its prior condition, or direct the LOCAL AGENCY to do so at LOCAL AGENCY's expense. LOCAL AGENCY hereby agrees to pay said STATE costs and expenses, within thirty (30) calendar days of receipt of billing by STATE.

9. Duties Upon Termination. In the event this AGREEMENT is terminated, LOCAL AGENCY shall remove the ARTWORK if STATE provides written consent for such removal, and restore STATE's right of way to a safe and attractive condition compliant with all applicable laws and regulations and acceptable to STATE.

10. Additional LOCAL AGENCY Duties. During any MAINTENANCE work under this AGREEMENT, LOCAL AGENCY shall be responsible for MAINTAINING traffic operations and traffic control, including traffic lane closures as needed, to perform the MAINTENANCE in a safe and lawful manner. LOCAL AGENCY shall be responsible for obtaining any encroachment permits required by STATE or under this AGREEMENT. LOCAL AGENCY shall be responsible for complying with

any and all state laws and regulations in the performance of its MAINTENANCE duties. LOCAL AGENCY shall provide STATE's District_____ Area Maintenance Superintendent, (name)_____, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. MAINTENANCE services shall be performed between the hours of 9:00 AM and 3:00 PM or a time otherwise authorized by STATE and may be performed on weekends and holidays if necessary.

11. Location Impacts. Except as expressly authorized in writing by STATE, LOCAL AGENCY, in performing its obligations under this AGREEMENT, shall not alter any existing freeway or highway structure or facility, nor shall it remove any landscaping within the STATE's right of way to MAINTAIN or alter the ARTWORK.

12. Costs and Expenses Borne by LOCAL AGENCY. The cost and expense of all work by or on behalf of LOCAL AGENCY shall be borne solely by LOCAL AGENCY, and no cost or expense shall be borne by STATE. STATE will not be responsible for the cost or expense of any MAITNENANCE, or any other maintenance, graffiti removal, repair, or restoration of the ARTWORK. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway. STATE shall only be responsible for its own direct actions.

13. Obligation to Remove ARTWORK. LOCAL AGENCY shall remove the ARTWORK whenever, in the opinion of STATE, it creates a maintenance, safety, or operational concern. In the event LOCAL AGENCY fails to remove the ARTWORK in a timely manner, STATE may remove the ARTWORK thirty (30) calendar days following written notification to LOCAL AGENCY, and STATE will bill LOCAL AGENCY for, and LOCAL AGENCY shall pay, all costs and expenses arising from its removal and for the restoration of STATE's right of way to their original condition. STATE reserves the right to remove the ARTWORK or alter parts thereof due to any emergency, such as, but not limited to, an immediate safety hazard to the public as determined by STATE. Removal activities may include any construction, rehabilitation, or other necessary activities affecting transportation facilities without any obligation, compensation to, or approval of LOCAL AGENCY.

14. Unsatisfactory Conditions. STATE may provide LOCAL AGENCY with timely written notice of unsatisfactory conditions that require correction by the LOCAL AGENCY. However, the non-receipt of notice does not excuse LOCAL AGENCY from performing maintenance responsibilities assumed under this AGREEMENT. STATE shall notify LOCAL AGENCY at least thirty (30) calendar days in advance of any planned work that may impact the ARTWORK. If the work required is due to a safety hazard, this notification period does not apply, and STATE will notify LOCAL AGENCY as soon as practicable of the planned or performed work.

15. Acknowledgement of Title. LOCAL AGENCY, and its agents, recognize that STATE owns the exclusive title to the ARTWORK, including but not limited to, the right physically to possess, transfer, sell, dispose of, or destroy the ARTWORK.

16. Effect on Prior Maintenance Agreements. This AGREEMENT does not supersede or replace any prior maintenance agreements between LOCAL AGENCY and STATE concerning the highways, freeways, or other STATE facilities within the STATE right of way in which the ARTWORK is placed, except to the extent those agreements concern or effect the ARTWORK or the purposes of this AGREEMENT.

17. Encampments. If encampments belonging to Persons Experiencing Homelessness (PEH) are encountered by LOCAL AGENCY during MAINTENANCE of the ARTWORK, the LOCAL AGENCY will inform the STATE and comply with any existing agreements between STATE and LOCAL AGENCY regarding the removal of the PEH and any structures, personal property, debris, and/or other items related to the encampment that covers the location(s) shown in Exhibit A, subject to applicable State and Federal law. In the absence of any such agreements, STATE will determine how to proceed with the PEH and encampment(s) and communicate with LOCAL AGENCY on how to proceed with MAINTENANCE under this AGREEMENT.

18. No Third-Party Beneficiaries. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

19. Indemnification.

A. Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the extent permitted by law, STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

B. Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the extent permitted by law, LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by

LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

20. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

21. **Self-Insured**. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the MAINTENANCE performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

22. Termination. This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT at any time with or without cause.

23. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

24. Authority. Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that the individual is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its

regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. Further, on _____[DATE], the Council of the _____[LOCAL AGENCY] through Resolution No. _____ approved a recommendation to accept MAINTENANCE responsibilities for the ARTWORK.

25. Amendment to Agreement. The terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.

26. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. Electronic Signatures. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF OROVILLE	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Dated: _____ _____ Mayor/Chairman	
INITIATED AND APPROVED: Dated: _____ _____ CITY Administrator	Dated: _____ _____ Deputy District Director Maintenance District
Dated: _____ _____	

EXHIBIT B

LETTER CERTIFYING CITY'S/COUNTY'S SELF-INSURED STATUS (TEMPLATE)

On Local Agency letterhead

CALTRANS DISTRICT 3 August 31, 2023

703 B St. Marysville, Ca 95901

ATTN: JAGGA DHAMI, MAINTENANCE ENGINEERING

Re: Statement of Self-Insurance for CITY of Oroville for Transportation Art Maintenance Agreement California Department of Transportation for the "Eight Free Standing steel and Mosaic Sculptures" project along BUTTE SR 70 PM 13.6/14.8.

Dear CALTRANS DISTRICT 3:

This letter certifies that the CITY of Oroville is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, and meets the required coverage amounts in section 21 (Insurance) of the Transportation Art Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

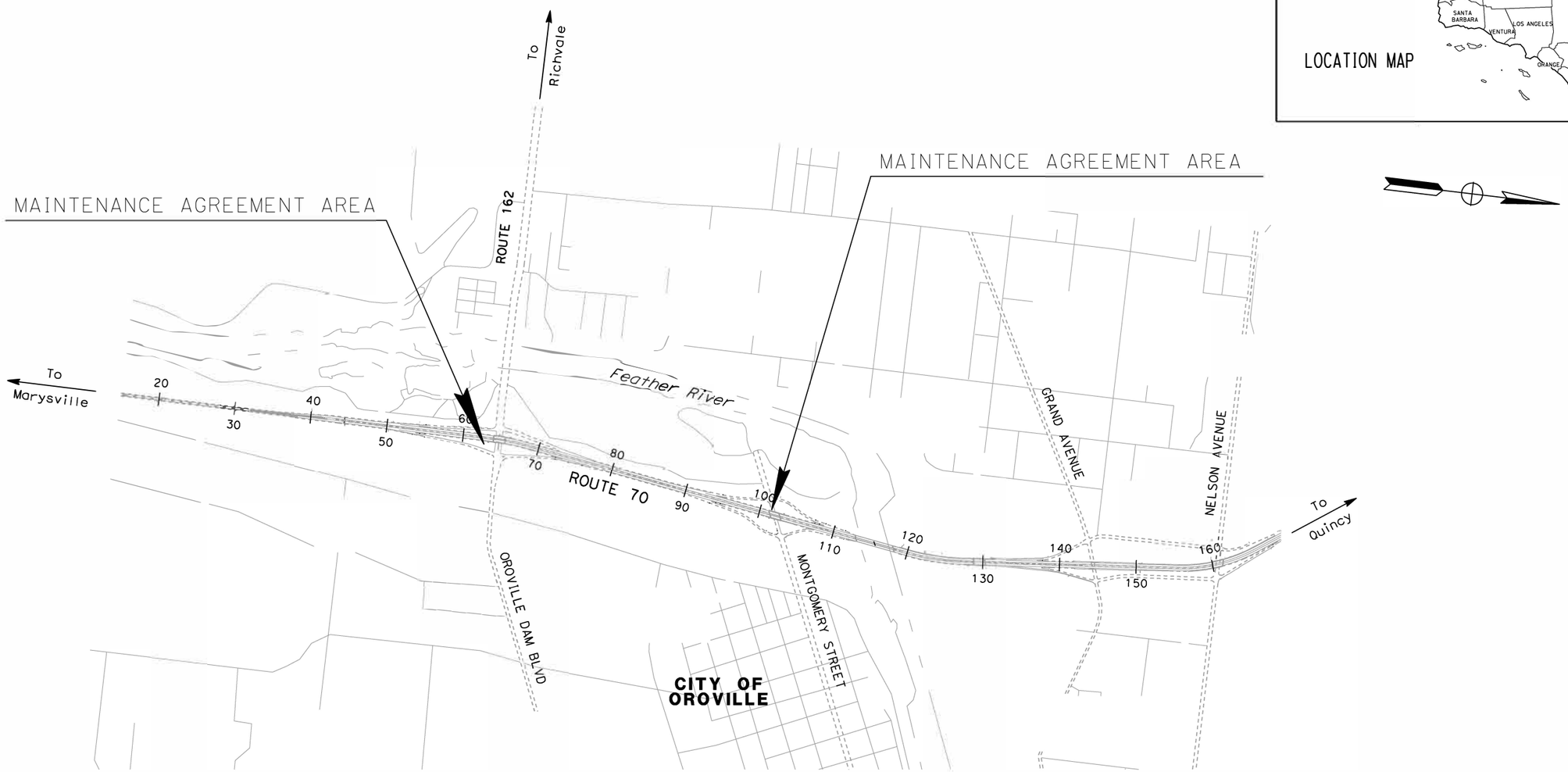
Finance Manager/Risk Manager/Authorized Representative's Title

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET	TOTAL SHEETS
03	But	70	13.6 / 14.8		

Item 3.

EXHIBIT A

MAINTENANCE AGREEMENT WITH CITY OF OROVILLE FOR ART IN BUTTE COUNTY NEAR OROVILLE FROM SOUTH OROVILLE (70/162) SEPARATION TO MONTGOMERY STREET UNDERCROSSING



NO SCALE

EXHIBIT A

SHEET 1 OF 11

LEGEND :

◆ ART SCULPTURE - CITY MAINTAINS AT CITY EXPENSE

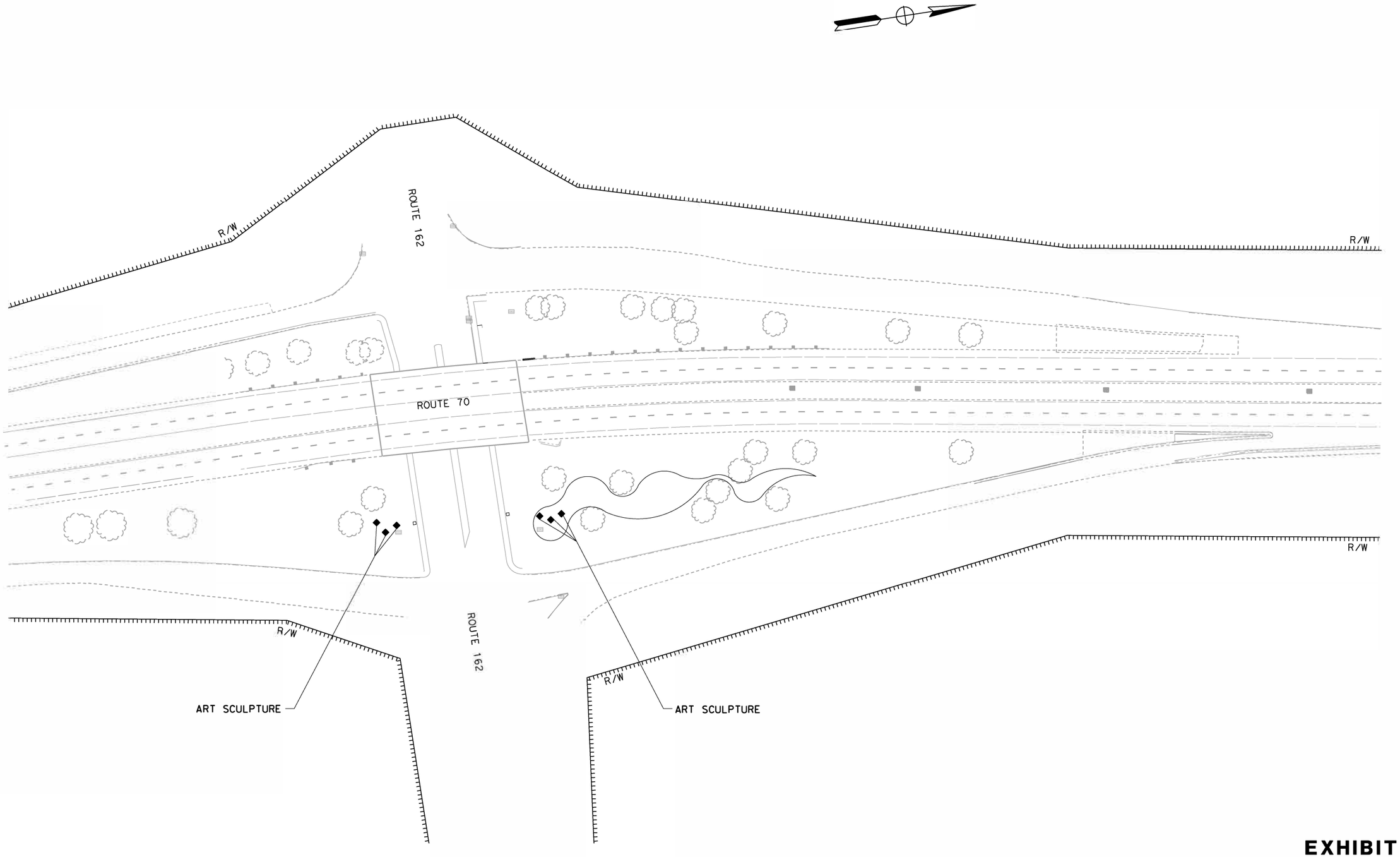


EXHIBIT A

SHEET 2 OF 11

LEGEND :

◆ ART SCULPTURE - CITY MAINTAINS AT CITY EXPENSE

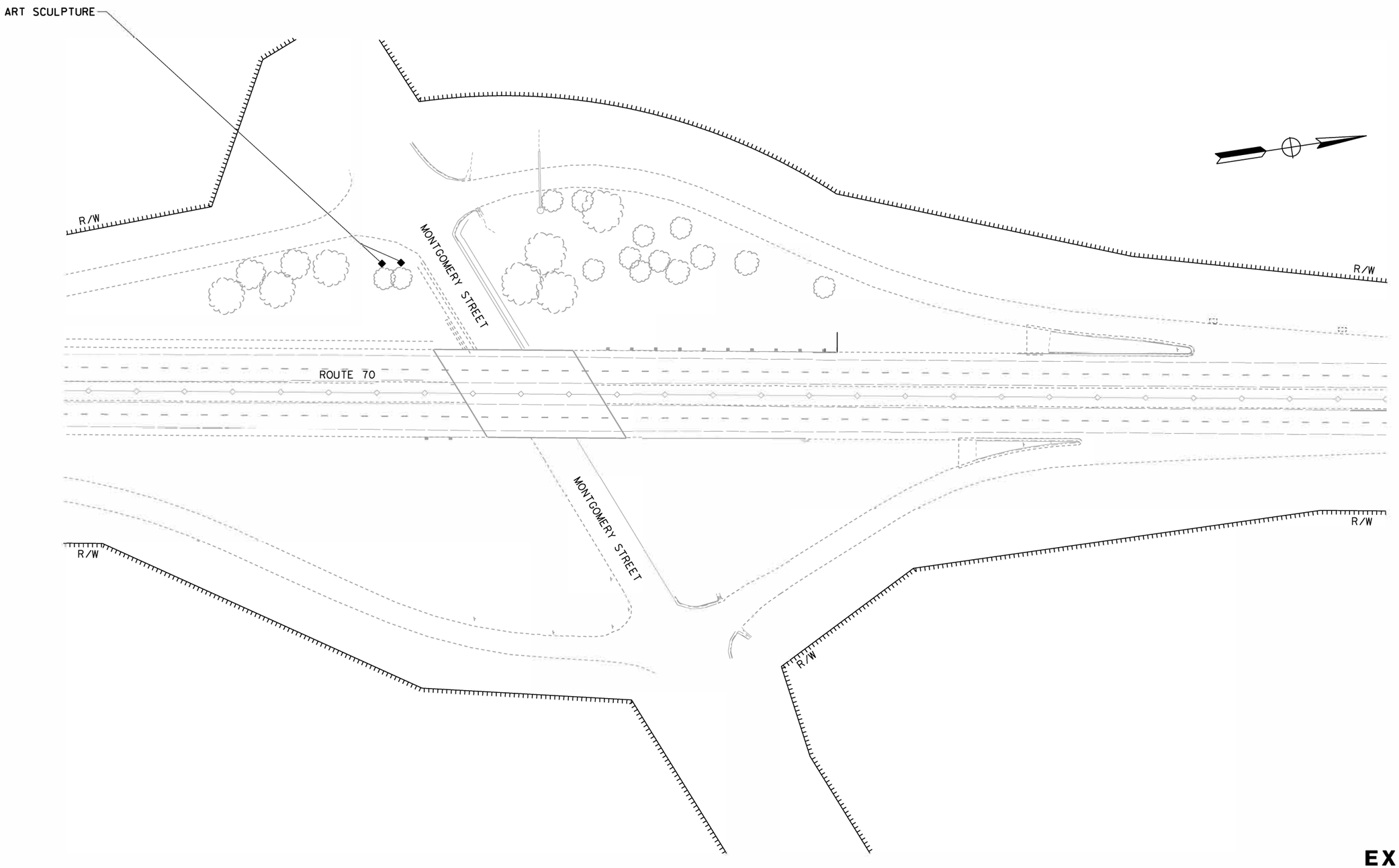


EXHIBIT A

SHEET 3 OF 11

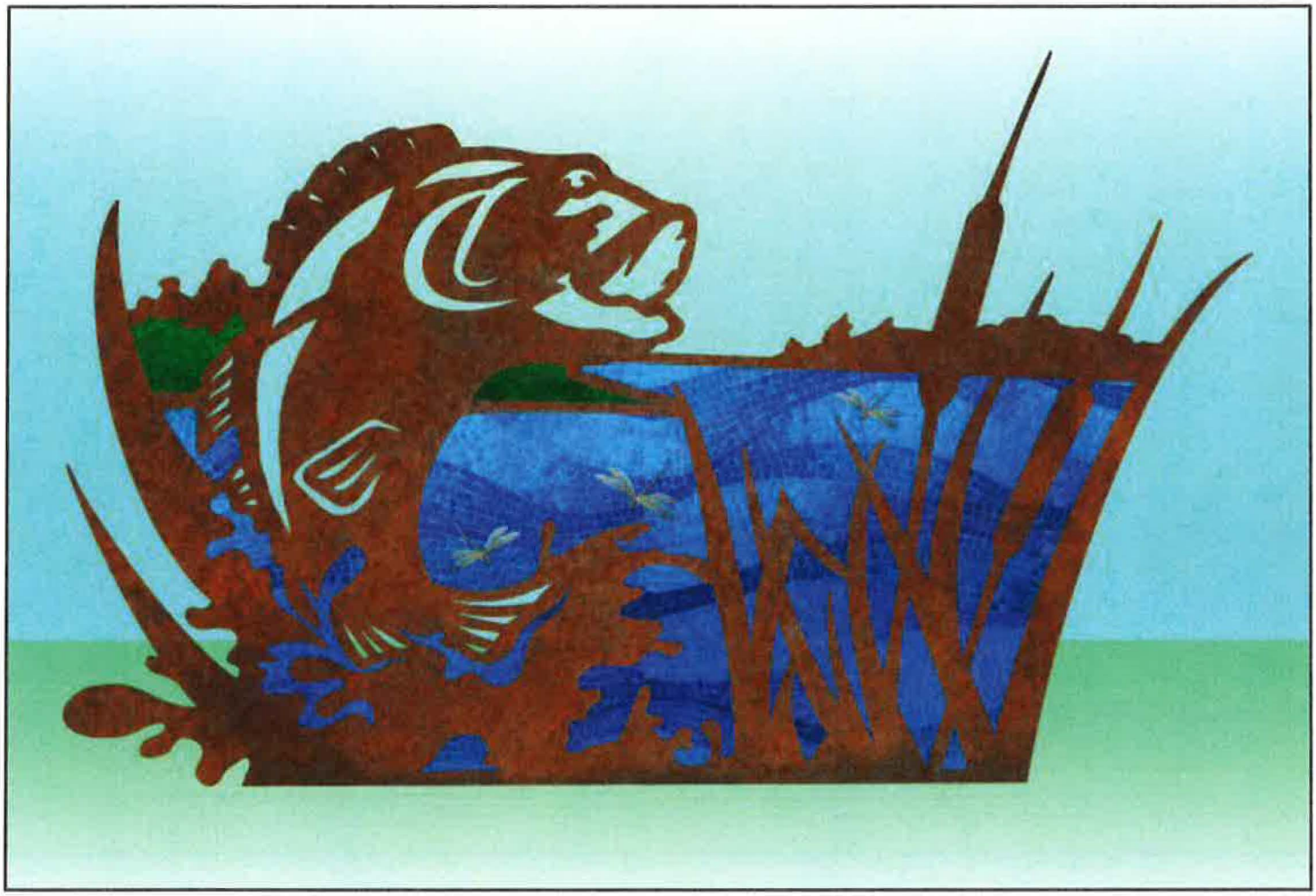


EXHIBIT A
SHEET 4 OF 11

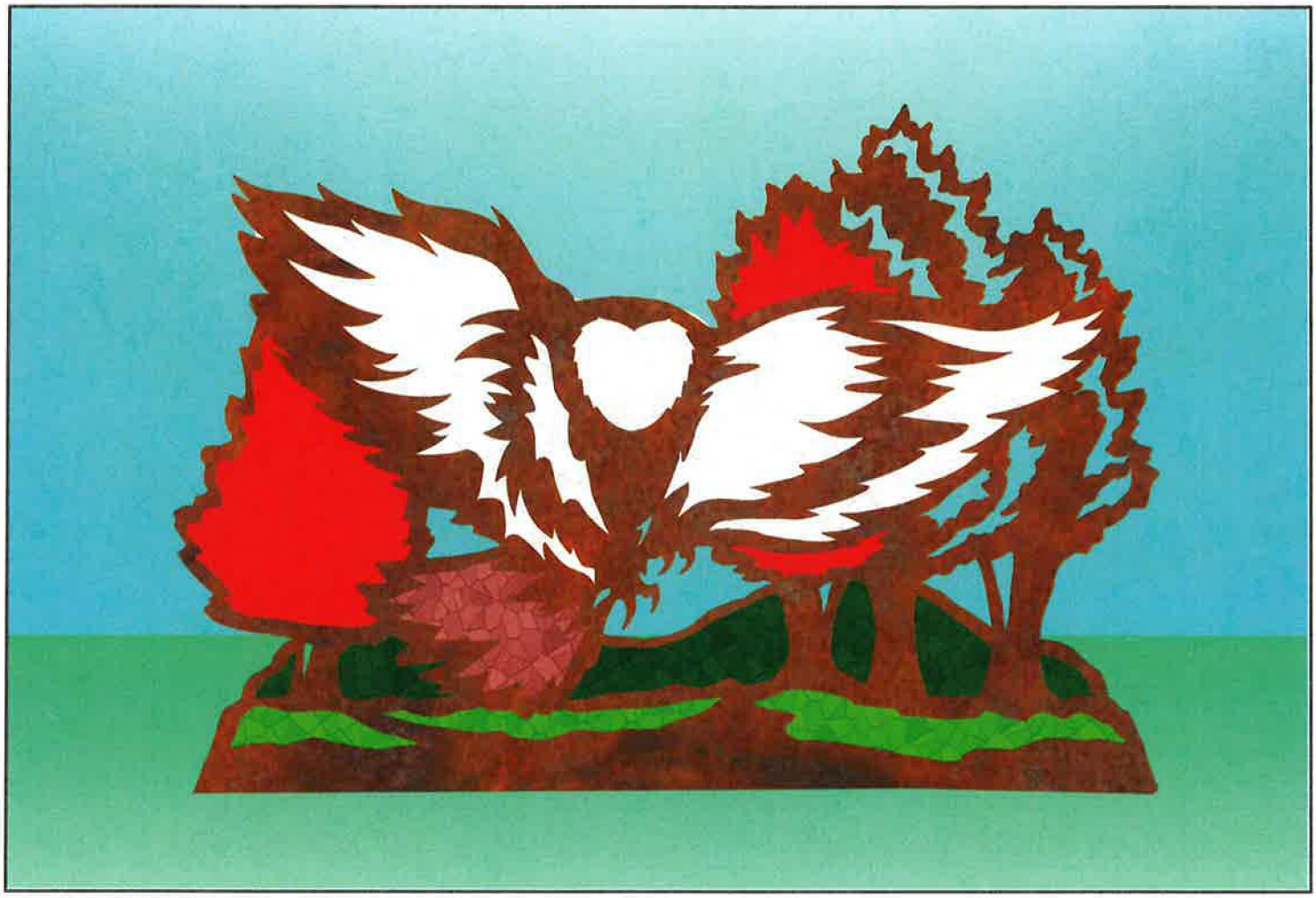
EXHIBIT A
SHEET 5 OF 11

EXHIBIT A
SHEET 6 OF 11

EXHIBIT A
SHEET 7 OF 11

details done in mosaic

EXHIBIT A
SHEET 8 OF 11



will have detail in face and wings

EXHIBIT A
SHEET 9 OF 11

EXHIBIT A
SHEET 10 OF 11

will have detailed mosaic features

EXHIBIT A
SHEET 11 OF 11

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: **DONATION TO THE LOTT HOME**

DATE: **OCTOBER 17, 2023**

SUMMARY

The City Council may consider acknowledging the receipt of a donation of a historic wooden wall hung reloading cabinet to the Lott Home.

DISCUSSION

The City recently received a donation of a wooden wall hung reloading cabinet believed to originally belong to the Lott family.

The donation has been reviewed by Heather McCafferty, Cultural Facilities Curator and Darlene Morris, lead docent at the Lott Home, and David Dewey, President of Docent Association, and has been deemed acceptable to add to the collection. This item is in compliance with Museum Policies & Procedures #19, which calls for items to be, “associated with the Lott family in Oroville and their activities.”

The wall hung gun reloading cabinet is meant to house gun powder and other necessary items for handloading of firearm cartridges. Reloading cabinets have nooks, shelves, and drawers for small parts and supplies. This wooden cabinet is approximately 10” x 25” x 12” and dates to the 19th century, as indicated by a date of 1879 inscribed in one of the drawers.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Lott Home and recommend that the City Council accept the donations.

ATTACHMENT(S)

Deed of Gift

Photos

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number:

Donor: RACHAEL MATTINGLY Phone: 530-864-1856

Address: 21 LUCIANO CT CHICO CA 95928

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

gun Re-loader Cabinet

Description of Item(s): (continue on back)

Small wood gun re-loader

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and ~~that I~~ have read and am familiar with the provisions of this Deed.

Signature of Donor Rachael Mattingly Date 6/16/23

Accepted by Heather McCafferty Date 6/16/23

Rachael Mattingly—Lott Home Donation 2023

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: **DONATIONS TO THE CHINESE TEMPLE**

DATE: **OCTOBER 17, 2023**

SUMMARY

The City Council may consider acknowledging the receipt of a collection of various items to the Chinese Temple.

DISCUSSION

The City recently received a donation containing the following:

1. Large painting of a Chinese Queen or Consort of the Emperor.
2. Ancestral portrait of a Civil Servant of the Qing Dynasty.
3. Statue of a Bodhisattva.

The donations have been reviewed by Heather McCafferty, Cultural Facilities Curator and Ann Chamberlain, lead docent at the Chinese Temple, and have been deemed acceptable to add to the collection. This collection is in compliance with Museum Policies & Procedures #20, which calls for items to “emphasize the traditional folklore of the 19th Century Chinese,” and “be suitable for interpretive display or use to augment displays.”

Included in this collection is a large painting depicting a Queen or a consort of the emperor dating to the mid-20th century. The figure is wearing a mianguan head dress featuring numerous strings of pearls or beads and long flowing robes.

The ancestor portrait depicts an official of the Qing Dynasty. The pheasant rank badge on his blue robe indicates the figure is a civil servant. The official color of the Qing Dynasty was blue. Noblemen and court maidens wore blue, while yellow was reserved for royalty who were part of the Emperor’s court. Official positions were sometimes purchased by wealthy merchants at the end of the Qing period, which lasted from 1644-1911. The ancestor portrait dates to the late 19th or early 20th century.

The statue is an East Asian Buddhist figure and is called a Bodhisattva, which, in Buddhism, is someone who has achieved enlightenment but postpones entering into nirvana in order to help others achieve enlightenment. The word Bodhisattva comes from

the Sanskrit words “bodhi” (enlightenment) and sattva (being).

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Chinese Temple and recommend that the City Council accept the donations.

ATTACHMENT(S)
Deed of Gift
Photos

NOV 28 2022

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number:

Donor: Diane + Jim Butler Phone: 530-510-1905

Address: 20509 Bernard way Redding CA 96003

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

1 Guan Yin Portrait 1,500.00
1 Buddha Statue 450.00
1 Chinese Ancestor Portrait 250.00

Description of Item(s): (continue on back)

Acceptance of gift(s) is subject to the following conditions:

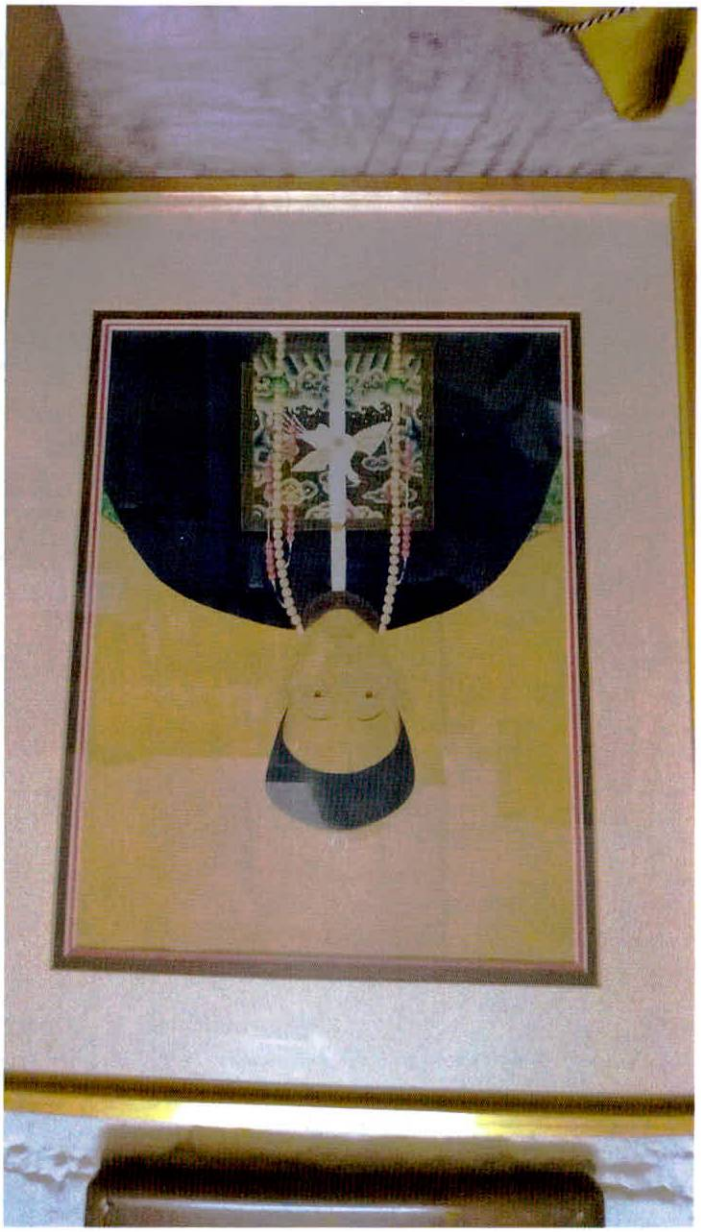
1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

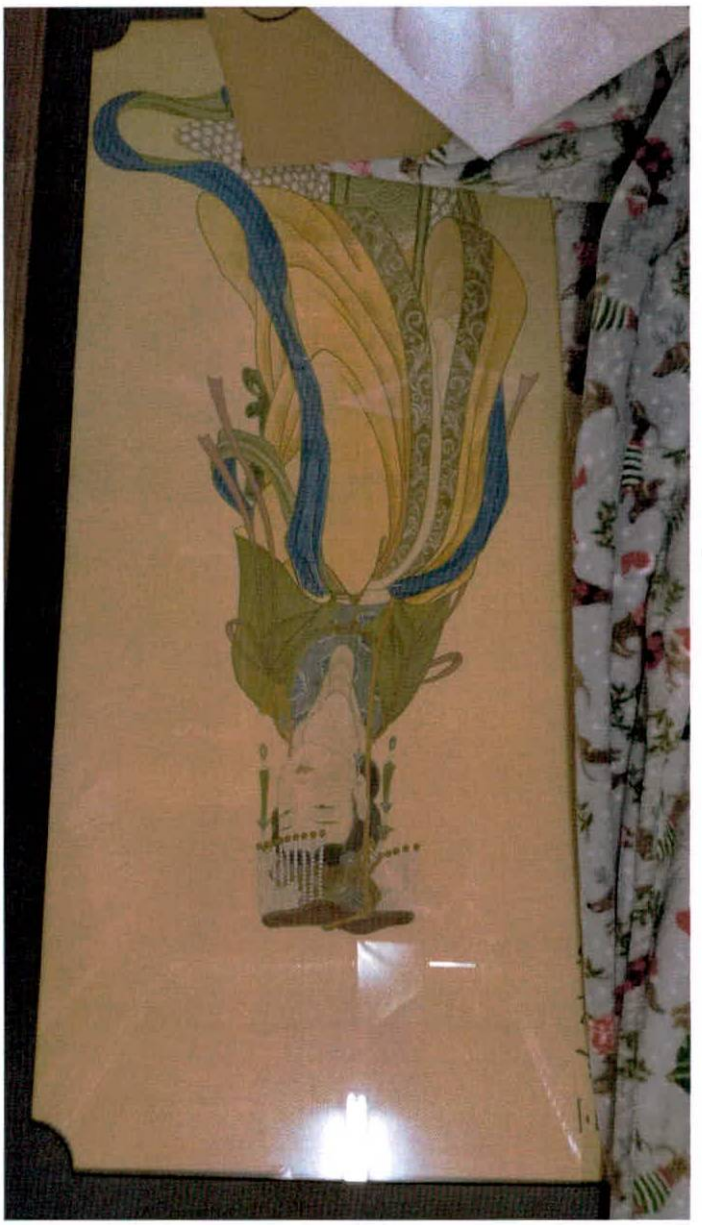
I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor Diane Butler Date 11/11/2022

Accepted by _____ Date _____

China Reds Free Pu Yi, 'Manchukuo' Emperor





OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: **DONATIONS TO THE CHINESE TEMPLE**

DATE: **OCTOBER 17, 2023**

SUMMARY

The City Council may consider acknowledging the receipt of a collection of various items to the Chinese Temple.

DISCUSSION

The City recently received a donation containing the following:

1. Silk embroidered dragon robe.
2. Woman's long robe with embroidered collar, edging and cuffs.
3. Brown woman's dress with intricate embroidery panels.
4. Woman's Han Chinese style yellow skirt.
5. Small silk embroidered hanging.
6. Black silk jacket with gold embroidery dragon roundels.

The donations have been reviewed by Heather McCafferty, Cultural Facilities Curator and Ann Chamberlain, lead docent at the Chinese Temple, and have been deemed acceptable to add to the collection. This collection is in compliance with Museum Policies & Procedures #20, which calls for items to "emphasize the traditional folklore of the 19th Century Chinese," and "be suitable for interpretive display or use to augment displays."

Included in this collection is a silk red/brown dragon robe that was likely a theatrical costume or costume for a statue of a deity. The piece includes gold metal embroidery of 5 toed dragons, emblematic of the emperor, as well as bats, flowers, waves and clouds. The piece is likely from the late 19th or early 20th century. Some wear is evident from use and from light damage, resulting in weakened fabric and some fraying.

The woman's long robe is a light brown/tan color with embordered collar, cuffs and edging attached with a dragon, flowers, vases, and other designs present. The piece is likely from the early 20th century and was made for export for a dressing or tea gown. The embroidered boarders and collar may have been taken from other garments.

The woman's brown dress dates to the 1920's and was converted from a Han Chinese skirt of the later 19th century / early 20th century. It was common in the West to convert Chinese skirts into fashionable Western-style garments from the 1920's-1940's.

The woman's Han Chinese style yellow skirt is from the late 19th century and is of fine quality with detailed embroidery panels including examples of the seed stich, also known as the Peking stitch, or "forbidden" stitch, due to its intricacy and detail. The design includes a vase, flowers, and butterflies.

The small silk embroidery panel includes an embroidered roundel with an pagoda and garden scene. The black silk jacket features embroidered roundels with 4 toed dragons stitched with gold metal thread, wide cuffs, and a silk white collar with embroidered butterflies.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Chinese Temple and recommend that the City Council accept the donations.

ATTACHMENT(S)
Deed of Gift
Object History Form
Photos

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Donor Name: Ann Morrissey

Phone: 530 514 1886 Email: annmorrissey@csuchico.edu

Address: 874 Vallombrosa Ave Chico CA 95926

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s): silk embroidered dragon robe
woman's formal dress with embroidery
1920's women's brown and blue embroidered dress
woman's skirt with lilies - pleated
small hanging

Description of Item(s): (continue on back)
Black silk jacket with gold dragon circles

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.

2. This gift shall be subject to no restrictions or conditions.

3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.

4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.

5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor _____ Date 6/16/23

Accepted by _____ Date 6/16/23

a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.")

b. Who used or wore the object?

c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation)

d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)

e. What did its use signify?

f. Why has this object survived or been saved?

3. Manufacture of the object:
   a. Who made it?

   b. When was it made?_____ c. Where was it made?_____

   d. Why was it made?

   e. How does it / did it work?

   f. Who altered or repaired it?

   g. When was it altered or repaired? Where?

   h. Why was it altered or repaired?

4. Are there any photographs of the object?
   a. Showing use of location?

   b. Related photos or people or places?

5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary)

6. Is the object associated with any person, site, event, or industry in: (Attach paper if necessary)
   a. Oroville History

   b. Butte County History

   c. California History

   d. United States History

   e. World History

Donation Object History Form (2 pages)

Please gather as much of the following information as possible. This needs to be done when the object is first received. This information is valuable in determining the significance and the proper interpretation of the object. It will also assist in justifying why the gift should be accepted or denied. Please take the time to be as thorough as possible. Attach extra sheets of paper is necessary.

Without this information, the object is just an interesting object. With this information, the object provides a link to our past, making it come alive.

Donor Name: Ann Morrissey Phone: 530 514 1886

Address: 874 Vallombrose City: Chico State: CA Zip: 95926

Object Name: Chinese Womens dresses and skirt

This box to be filled out by Museum Staff
Accession Number: _____ Catalog Number: _____

1. How did the object come into their possession? Was it:
   A. In the family?
      I. What was the family name?

      II. What was the family relationship to the donor?

      III. Where did the family live?

      IV. What did the family do? (Business, occupation, etc.)

   B. Purchased?
      I. From whom? several estate sales by Ruth Morrissey for her personal collection
      II. Where? Medison WI When? 1970-1985
      III. How much was paid? _____
      IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)
      Ruth was a collector of precious texiles

   C. Given to donor?
      I. When? 1998 Where? _____
      II. By whom? Ruth gave textiles to Ann (donor)
      III. What was the relationship to the donor?

      IV. Why was it given?

   D. Found?
      I. When? _____ Where? _____
      II. Any unusual circumstances surrounding the find?

2. Use of the object:

Ann Morrisey Donation to Chinese Temple 2023

1. Silk Embroidered Dragon Robe

2. Woman's long robe with embroidered collar, edging and cuffs.

Ann Morrisey Donation to Chinese Temple 2023

3. Brown woman's dress with intricate embroidery panels

4. Woman's Han Chinese style yellow skirt.

Ann Morrisey Donation to Chinese Temple 2023

5. Small silk embroidered hanging.

6. Black silk jacket with gold embroidery dragon roundels.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: **DONATIONS TO THE BOLT'S ANTIQUE TOOL MUSEUM**

DATE: **OCTOBER 17, 2023**

SUMMARY

The City Council may consider acknowledging the receipt of a collection of various items to the Bolt's Antique Tool Museum.

DISCUSSION

The City recently received a donation containing the following:

1. Queen Bee Cages (3)
2. Hive Tools (3)
3. Beekeepers Suit
4. Beekeeper Cap
5. Beekeeper veils (2)
6. Smokers (2)

The donations have been reviewed by Heather McCafferty, Cultural Facilities Curator and Sara Carmody, Beekeeper and Bolt's Antique Museum Docent. This collection is in compliance with Museum Policies & Procedures #30 which states that donations, "shall be of tools and their documentation."

Included in this collection are Queen Bee cages, which were used by beekeepers to house a queen bee to start a new bee colony. There are hive tools included which were used to remove nails, scrape, pry and lift frames. The beekeeper's suit was used to prevent bee stings, along with the cap and veils. The smokers were used to sooth and gently coax bees out of the bee boxes so that beekeepers can harvest honey or check on the progress of the hive.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Bolt's Antique Tool Museum and recommend that the City Council accept the donations.

ATTACHMENT(S)
Deed of Gift
Potential Donation Form
Photos

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Donor Name: Edith Guthrey

Phone: 925-324-7135 Email: EGuthrey32@email.com

Address: 115 Stringtown Rd
Oroville, CA 95966

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):
Beekeeping Supplies

Description of Item(s): (continue on back)
smoker, hive tools, queen box, bee suit, wicker hat, ~~[illegible]~~

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.

2. This gift shall be subject to no restrictions or conditions.

3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.

4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.

5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor Edith Guthrey Date 8-24 2023

Accepted by _____ Date _____

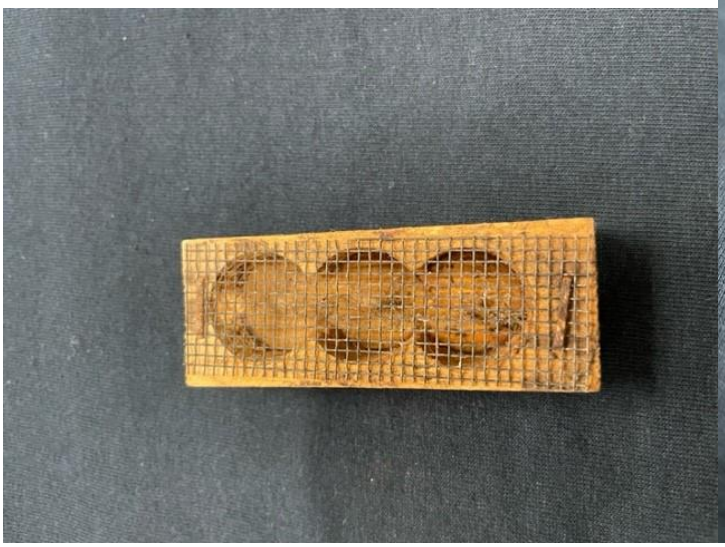
Bolt's Antique Tool Museum
Edith Guthrey Donation 2023

Queen Bee cages (x3)

Fair condition, they can be cleaned of dust and debris. These Queen Bee cages are vintage circa 1980s.

Photos are as follows:

Queen Bee Cage:



Hive Tools (x3)

Good condition, have rust and wear patterns. Three different hive tools, one yellow, one blue and one with a hook end.

Photos are as follows:
Hive Tool (Yellow):

Hive Tool (Blue):

Hive tool with hook end:

Beekeepers Suit

Incomplete beekeepers suit including two vintage veils, one cap, one suit, with one glove and one extender sleeve.

Photos are as follows:
Bee Suit Cap vintage 1990s

Cap Underside condition

Beekeepers Suit, good condition

Beekeepers suit, tag close up

Beekeepers veil 1:

Beekeepers Veil 2:

Smokers (x2): One is rusted and aged, the other is aged but kept in good condition complete with instructions sheet.

Aged smoker (top row), preserved smoker (bottom row)

5. **What is its cultural or historical significance?**

6. **How big is it? (Please provide approx. measured dimensions in H x W x D and weight)**

7. **Do you legally own this item?**
   Yes
   No

8. **What is its condition? i.e. Is it missing any parts? Is it damaged? Is it stained?**

Terms and Agreements

I understand that Oroville City Museums will only accept donations without donor restrictions.

I understand that Oroville City Museums will not purchase my items, and only accepts donations.

I understand that Oroville City Museums will not appraise items/artifacts to be donated.

I understand that a donation legally transfers ownership of the item to Oroville City Museums

Signature: Edith Athey Date: 8-24-2023

Oroville City Museums Potential Donation Information Form

Item 7.

First Name: Edith

Last Name: Guthrey

Address: 115 Stringtown Rd

City/State/Zip: Oroville CA 95966

Home Phone: —— Cell Phone: 925-324-7135

Email: EGuthrey32@gmail.com

Donation Questionnaire

1. **What type of item is it?**
   - Historic Object/Artifact
   - Artwork
   - Ecological Object/Artifact
   - Mixed Collection
   - Photo/Video
   - Book
   - Cultural object/Artifact
   - Other Beekeeping supplies

2. **Which Museum would you like to donate your item(s) too?**
   - The C.F. Lott Home
   - The Pioneer History Museum
   - The Chinese Temple
   - The Feather River Nature Center
   - → The Bolt's Antique Tool Museum

3. **Please describe your item(s) (Be as specific as possible, use other side if needed)**

   smoker, hive tools, queen box, bee suit, wicker hat, ~~[illegible]~~

4. **What do you know about your item(s)? i.e. Where was it made? Who used it? How did you acquire it?**

   we owned 125 beehives during the 1980's. We provided pollination services for farmers in Linden, Lodi, Ripon, Modesto, etc.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT**

RE: **APPROVAL OF THE CALRECYCLE HD39: 2022/2023 HOUSEHOLD HAZARDOUS WASTE EDUCATION GRANT 2022/2023 THROUGH FISCAL YEAR 2024/2025.**

DATE: **OCTOBER 17, 2023**

SUMMARY

The Council will consider ratifying the submission of the three-year HD39: 2022/2023 CalRecycle Household Hazardous Waste Education Grant for Fiscal Years 2022/2023 through 2024/2025 in the amount of $50,000.

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. There are currently four diversion programs in effect and a fifth program (SB 1383) came into effect January 1, 2022. Additionally, the City has also adopted Ordinance 13.08 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. The City applied for multiple grants offered by CalRecycle surrounding SB1383. One of these grants was the HD39: 2022/2023 Household Hazardous Waste Education Grant.

On September 30, 2022, the City of Oroville was awarded $50,000 through CalRecycle for the HD39: 2022/2023 Household Hazardous Waste Education Grant. Staff is requesting that the Council approve the CalRecycle HD39: 2022/2023 Household Hazardous Waste Education Grant for Fiscal Years 2022/2023 through 2024/2025 (three years) in the amount of $50,000. Staff is also requesting the Council to adopt a resolution authorizing the Mayor to sign an agreement for these grant funds that will be used for education, personnel, equipment.

Funds will be reimbursed to the City for amounts not to exceed $50,000. The cost breakdown of the grant will be as follows: $25,500 for education; $17,000 for personnel; $2,500 for equipment. The Grant End Date will be 09/30/2025.

The scope of work for this grant is to make minor improvements to our existing HHW facility and establish the communities HHW education and outreach program. Grant funds will be utilized to purchase PPE and small tools. Additional funds will be utilized to develop a HHW training guide and a P.S.A TV commercial on how to properly handle, store, transport and dispose of HHW in our community.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – **APPROVAL OF THE CALRECYCLE HD39: 2022/2023 HOUSEHOLD HAZARDOUS WASTE EDUCATION GRANT 2022/2023 THROUGH FISCAL YEAR 2024/2025.**

ATTACHMENT(S)

Resolution No.
Agreement No.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING

(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "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 on June 30, 2024, 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).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: 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: $95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
City Clerk

A-3386-1

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

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
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 presentment 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.

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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,

By:_____
Chuck Reynolds, Mayor

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

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
RESOLUTION NO. 9187

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING FISCAL YEAR 2022/2023 THROUGH FISCAL YEAR 2024/2025 CALRECYCLE HD39: 2022/2023 HOUSEHOLD HAZARDOUS WASTE EDUCATION GRANT AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION

(Agreement No.3473)

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

a. The Council hereby ratifies all documents relating to the CalRecycle Household Hazardous Waste Education Grant authorizing and directing the Mayor to execute all program documentation.

b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: APPROVAL OF THE CALRECYCLE FISCAL YEAR 2022/2023 THROUGH FISCAL YEAR 2025/2026 CALRECYCLE OWR4: 2022/23 SB 1383 SUPPORT GRANT

DATE: OCTOBER 17, 2023

SUMMARY

The Council will consider ratifying the submission of the 4-year OWR4: 2022/2023 SB 1383 Support Grant for Fiscal Years 2022/2023 through 2025/2026 in the amount of $75,000.

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. There are currently four diversion programs in effect and a fifth program (SB1383) came into effect January 1, 2022. Additionally, the City has also adopted Ordinance 13.08 to meet the necessary regulations mandated by SB1383.

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. The City applied for multiple grants offered by CalRecycle surrounding SB 1383. One of these grants was the SB 1383 Support Grant.

On April 1, 2022, the City of Oroville was awarded a 4-year OWR4: 2022/2023 SB 1383 Support Grant for Fiscal Years 2022/2023 through 2025/2026 in the amount of $75,000. Staff is requesting that the Council approve the CalRecycle 4-year OWR4: 2022/2023 SB 1383 Support Grant for Fiscal Years 2022/2023 through 2025/2026 (four years) in the amount of $75, 000. Staff is also requesting the Council to adopt a resolution authorizing the Mayor to sign an agreement for these grant funds that will be used for personnel and consultant fees to assist the City with the needed Capacity Planning, Procurement Requirements, Record Keeping, Enforcement and Inspection, Program Evaluation/Gap Analysis. Additional funding will be used to purchase indoor containers and educational materials to help commercial and multi-family businesses set up food waste collection programs.

Funds will be reimbursed to the City for amounts not to exceed $75,000. There is no specific cost breakdown.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – **APPROVAL OF THE CALRECYCLE FISCAL YEAR 2022/2023 THROUGH FISCAL YEAR 2025/2026 CALRECYCLE OWR4: 2022/23 SB 1383 SUPPORT GRANT**

ATTACHMENT(S)

Resolution No.
Agreement No.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING

(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "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 on June 30, 2024, 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).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: 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: $95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
City Clerk

A-3386-1

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

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
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 presentment 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,

By:_____
Chuck Reynolds, Mayor

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

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
RESOLUTION NO. 9188

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO CALRECYCLE FISCAL YEAR 2022/2023 THROUGH FISCAL YEAR 2025-2026 CALRECYCLE OWR4: 2022/23 SB 138 SUPPORT GRANT AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION

(Agreement No. 3475)

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

a. The Council hereby ratifies all documents relating to the CalRecycle OWR4: 2022/2023 SB1383 Support Grant authorizing and directing the Mayor to execute all program documentation.

b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: APPROVAL OF THE CALRECYCLE 2023 TIRE AMNESTY GRANT FISCAL YEAR 2023/2024, 2024/2025, and 2025/2026.

DATE: OCTOBER 3, 2023

SUMMARY

The Council will consider ratifying the submission of the three-year CalRecycle Tire Amnesty Grant for Fiscal Years 2023/2024 through 2025/2026 in the amount of $40,000.

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. There are currently four diversion programs in effect and a fifth program (SB1383) came into effect January 1, 2022. Additionally, the City has also adopted Ordinance 13.08 to meet the necessary regulations mandated by SB1383.

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. The City applied for multiple grants offered by CalRecycle surrounding SB1383. One of these grants was the 2023 Tire Amnesty Grant.

On April 1, 2023, the City of Oroville was awarded $40,000 through CalRecycle for the 2023 Tire Amnesty Grant. Staff is requesting that the Council approve the CalRecycle Tire Amnesty Grant for Fiscal Years 2023/2024 through 2025/2026 (Three Years) in the amount of $40,000. Staff is also requesting the Council to adopt a resolution authorizing the Mayor to sign an agreement for these grant funds that will be used for tire disposal, personnel costs, and education.

Funds will be reimbursed to the City for amounts not to exceed $40,000. The cost breakdown of the grant will be as follows: $25,000 for tire disposal; $13,000 for personnel; $2,000 for education. The Grant End Date will be 04/01/2026.

The City of Oroville Recycling Coordinator and Code Enforcement will hold 5 waste tire collection events, one in the Fall of 2023, and two in the Spring and Fall of 2024 and 2025, to provide needed disposal to the City of Oroville. Events

will be run as one day events and /or month-long collection events depending on the time of year and weather conditions. We anticipate collecting 8,000 tires over the 2-year grant term. The one day and month-long events will utilize the services of (1) Jennifer Arbuckle Consulting to manage all grant requirements and to plan and manage the events and, (2) Waste Tire Products to load tires and collect participation data. Collected tires will be removed, transported, and recycled by Waste Tire Products.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – **APPROVAL OF THE CALRECYCLE 2023 TIRE AMNESTY GRANT FISCAL YEAR 2023/2024, 2024/2025, and 2025/2026.**

ATTACHMENT(S)

Resolution No.
Agreement No.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING

(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "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 on June 30, 2024, 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).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: 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: $95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
City Clerk

A-3386-1

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

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
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 presentment 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,

By:_____
Chuck Reynolds, Mayor

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

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
RESOLUTION NO. 9190

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING FISCAL YEAR 2023-2024 THROUGH FISCAL YEAR 2025-2026 CALRECYCLE 2023 TIRE AMNESTY GRANT AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION

(Agreement No. 3477)

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

a. The Council hereby ratifies all documents relating to the CalRecycle 2023 Tire Amnesty Grant authorizing and directing the Mayor to execute all program documentation.

b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT**

RE: **APPROVAL OF THE RBC34: 2022/2023 CALRECYCLE BEVERAGE CONTAINER GRANT**

DATE: **OCTOBER 17, 2023**

SUMMARY

The Council will consider ratifying the submission of the RBC34: 2022/2023 CalRecycle Beverage Container Grant Fiscal Years 2023/2024 through 2024/2025.

DISCUSSION

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. The City applied for multiple grants offered by CalRecycle. One of these grants was the Beverage Container Grant.

The City of Oroville was awarded $275,000.00 through CalRecycle for the Beverage Container Grant. Staff is requesting that the Council approve the CalRecycle RBC34: 2022/2023 Beverage Container Grant for Fiscal Years 2022/2023 through 2024/2025 in the amount of $275,000.00.
Staff is also requesting the Council to adopt a resolution authorizing the Mayor to sign an agreement for these grant funds that will be used for 80 permanent outdoor beverage container recycling bins and 10 water refill stations in 10 parks located throughout Oroville.

Funds will be reimbursed to the City for amounts not to exceed $275,000. The cost breakdown of the grant will be as follows: $230,000 for equipment; $40,000 for personnel; $5,000 for education. The Grant End Date will be April 1, 2025.

The Scope of Work for this grant will be to establish permanent beverage recycling infrastructure and install water refill stations within all our parks and recreation areas. City of Oroville will purchase and install 80 permanent outdoor beverage container recycling bins and 10 water refill stations in 10 parks located throughout Oroville. The beverage container recycling bins and refill stations will be placed along walkways, adjacent to play structures, and next to restrooms in the 10 underserved parks and recreation areas. The City of Oroville will conduct education and outreach through direct outreach, PSAs, and social media ads.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – **APPROVAL OF THE RBC34: 2022/2023 CALRECYCLE BEVERAGE CONTAINER GRANT.**

ATTACHMENT(S)

Resolution No.
Agreement No.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING

(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "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 on June 30, 2024, 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).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: 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: $95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
City Clerk

A-3386-1

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

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
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 presentment 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,

By:_____
Chuck Reynolds, Mayor

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

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
RESOLUTION NO. 9189

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING FISCAL YEAR 2022/2023 THROUGH FISCAL YEAR 2024/2025 RBC34 BEVERAGE CONTAINER GRANT AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION

(Agreement No. 3476)

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

a. The Council hereby ratifies all documents relating to the CalRecycle RBC34: 2022/23 Beverage Container Grant authorizing and directing the Mayor to execute all program documentation.

b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

Butte County Mosquito & Vector Control District

Since 1948

3rd Quarter, 2023 **Newsletter**

MANAGER'S MESSAGE

I'm humbled, honored, and privileged to have a dedicated group of employees (32 total employees) who were willing to step up to work long hours, nights, holidays, and remain committed to protecting the public's health. Throughout the 2023 season the District's staff and Board of Trustees operated and conducted business to respond to 2,266 service requests, West Nile virus detections, and *Aedes aegypti*, a new invasive mosquito species. I am extremely grateful and appreciative for each and every one of my employees and the District's Board of Trustees. For all those that went above and beyond this season, I thank you.

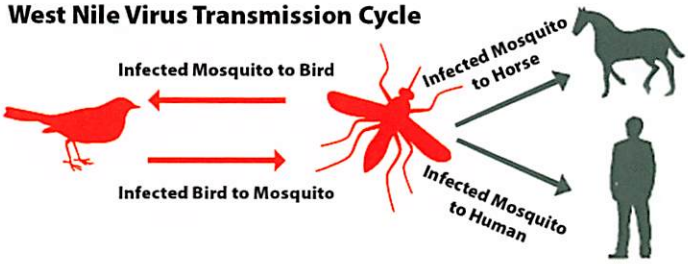
Respectfully, Matthew C. Ball
District Manager

WEST NILE VIRUS ACTIVITY

As of September 25th, 69 mosquito pools, 2 dead birds, 31 sentinel chickens and 1 horse have tested positive for WNV. There have been 18 human cases of WNV reported.

Year	Human Cases	Horse Cases	Dead Birds	Deceased Squirrels	Mosquito Pools	Sentinel Chickens
2023	18	1	2	0	69	31
2022	3	0	2	0	39	27
2021	12	0	2	0	80	26
2020	4	1	4	0	31	23

West Nile Virus Transmission Cycle



AERIAL OPERATIONS

As of September 25th, Aerial Operations has treated 56,935 acres of Rice and 10,395 acres of wetlands. There have been 17 night ULV operations, treating 130,560 acres. A total of 197,890 acres have been treated by air.

March-September	Rice	Wetlands	ULV Adulticide	Totals
Acres Treated	56,935	10,395	130,560	197,890
Average Treated per Day	272	50	625	947

AERIAL PROGRAM

Managed wetland surveillance is a vital component of the District's integrated vector management program. There are over 50,000 acres of managed wetlands within our service area. These wetlands consist of state, federal, and private entities. With wetlands covering such a large portion of the service area, utilizing aircraft is the most effective way to conduct surveillance on these wetlands. During mosquito season, when the managed wetlands commence flooding irrigations, the District's pilot will navigate aircraft over these wetlands and remotely take pictures with a camera to identify any new flood water. After the pictures have been uploaded, they are distributed to each Mosquito and Vector Control Specialist (MVCS). The MVCS will then drive out to the field and 'dip' the new source of water for the presence of mosquito larvae. Dipping uses a 1-pint cup attached to a long handle which is gently dipped into the water, pulled back out, and larvae are counted in the cup. The MVCS will do this dipping at several locations around the field and will record the average number of larvae found. If the number equals one or more larvae per dip, a map of the field is sent to the office using Mapvision®, the District's map and GIS software. Once air operations staff receives the map, a determination of the product application rate is calculated based on the surveillance data gathered. This is determined by vegetation density, water depth, water quality, larval dip counts, and larval instars present. The air operations coordinator then forwards the information to the pilot which contains a GIS-based field polygon map, the application rate, the GPS coordinates, and the amount of public health pesticide to load. Once the plane is loaded, the pilot flies to the field and makes the application. When the pilot completes the application, the information is entered into the Mapvision® for record keeping and reporting purposes.

Horse

Jaws

Bat

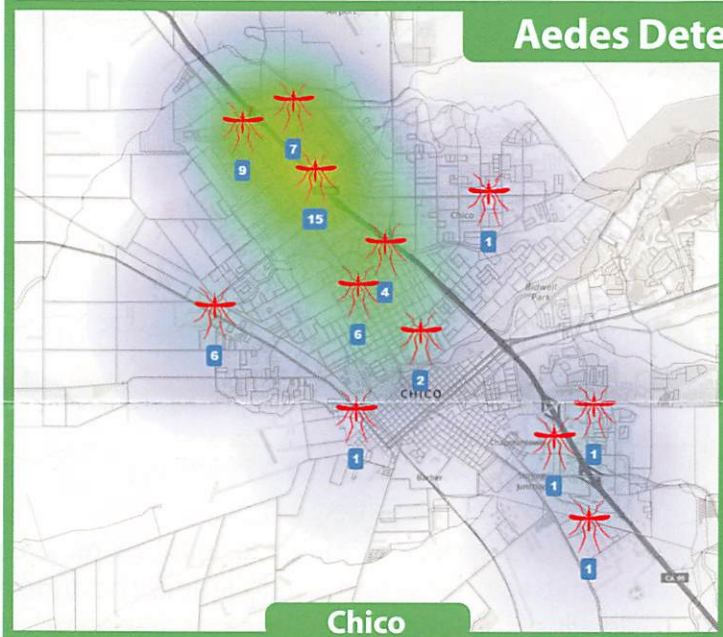
FYI **If an MVCS finds 10 mosquito larvae per dip in a small 10-acre field, there are approximately 3.92 million mosquito larvae. With these numbers in mind, it quickly becomes apparent as to why the District must do aerial wetland surveillance and co**

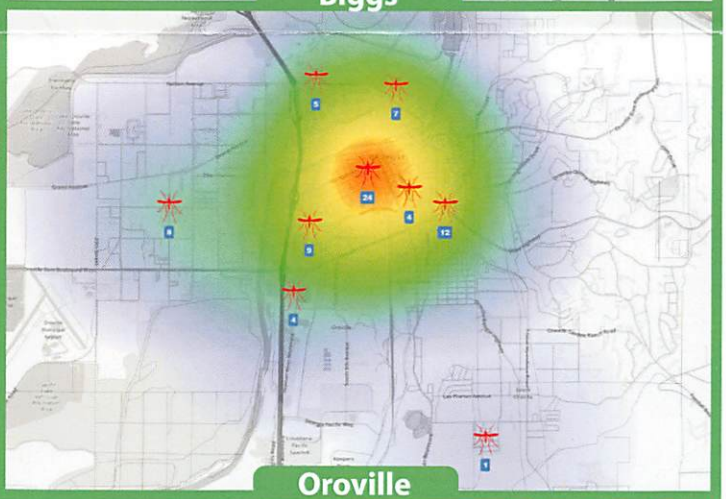
INVASIVE MOSQUITO REPORT

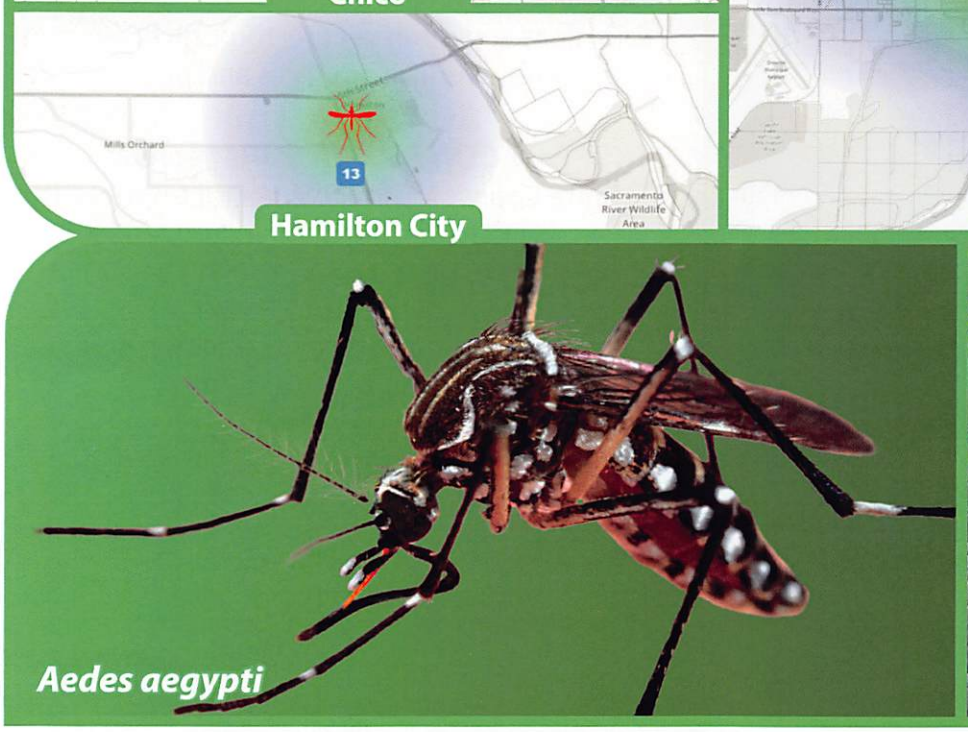
Aedes aegypti, commonly referred to as the Yellow Fever mosquito, ranges globally in tropic and subtropic areas. Now firmly established in Southern California, it has expanded its range northward. These mosquitoes are aggressive daytime biters that feed mostly during the day, indoors and outdoors. Eggs are laid on dry surfaces near water and are resistant to drying out. Eggs can remain dry for 8 months. These mosquitoes survive the winter in the egg stage and hatch when covered with water in warm weather. This mosquito has the ability to transmit Zika, dengue fever, chikungunya, yellow fever and other viruses.

As of September 25th 2023, *Aedes aegypti* has been identified in Butte County 143 times at 24 sites, in areas of Oroville, Chico, Gridley, Biggs and Hamilton City. The detections in Hamilton City and Biggs are the first detections the District have had in those towns. It's important for residents to eliminate all types of standing water around their property to prevent the spread of *Aedes aegypti*. Detection maps available at ButteMosquito.com

Aedes Detection Maps







95965-4897993

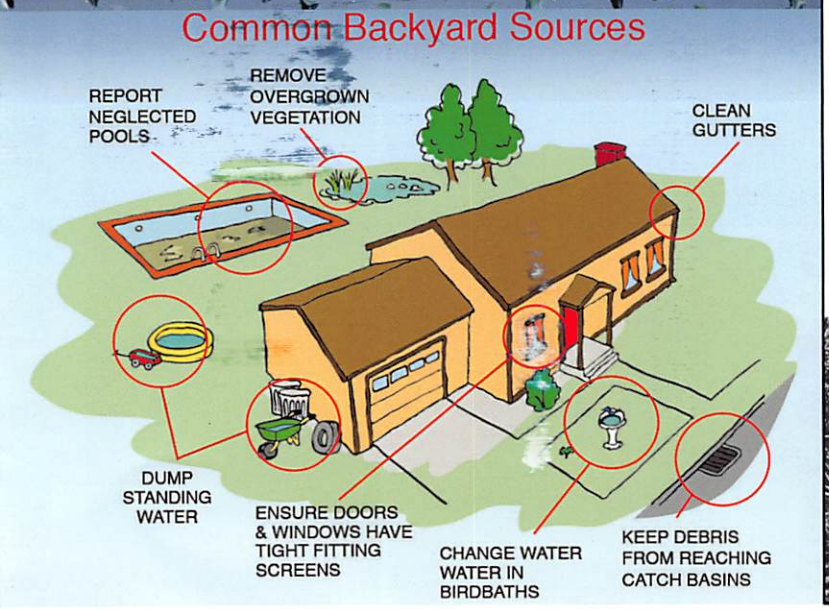
Butte County Mosquito and Vector Control District
5117 Larkin Road
Oroville, CA. 95965

SACRAMENTO CA 957
5 OCT 2023 PM 4L

US POSTAGE
$00.63°
First-Class
Mailed From 95965
10/04/2023
032A 0061836500

Oroville City Clerk
1735 Montgomery Street
Oroville, CA 95965

DON'T FORGET TO DUMP AND DRAIN AFTER THE RAIN!



MISSION STATEMENT

The mission of the Butte County Mosquito and Vector Control District is primarily to suppress mosquito transmitted disease and also to reduce the annoyance levels of mosquitoes and diseases associated with ticks, fleas and other vectors through environmentally compatible control practices and public education.

CONTACT INFORMATION

Butte County Mosquito & Vector Control District
5117 Larkin Road, Oroville, CA. 95965
Phone: (530) 533-6038, (530) 342-7350
Fax: (530) 534-9916
Website: www.BUTTEMOSQUITO.com

"FIGHT THE BITE!"

This institution is an equal opportunity provider and employer.

Secretary of the Senate

ERIKA CONTRERAS
ERIKA.CONTRERAS@SEN.CA.GOV

(916) 651-4171

September 20, 2023

Mayor
City of Oroville
1735 Montgomery St
Oroville CA, 95965-4820

Dear Mayor:

At the direction of the Senate, I am hereby transmitting to you a copy of Senate Joint Resolution 2, relative to climate change and fossil fuels, which was recently adopted by the California State Legislature.

Sincerely,

ERIKA CONTRERAS
Secretary of the Senate

Senate Joint Resolution No. 2

RESOLUTION CHAPTER 153

Senate Joint Resolution No. 2—Relative to climate change and fossil fuels.

[Filed with Secretary of State September 8, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SJR 2, Gonzalez. Climate change: Fossil Fuel Non-Proliferation Treaty.

This measure would, among other things, formally endorse the call for a Fossil Fuel Non-Proliferation Treaty, state California's agreement with the principle of the nonproliferation of fossil fuels, and urge the United States government to join in formally developing a Fossil Fuel Non-Proliferation Treaty.

WHEREAS, The scientific consensus is clear that human activities are primarily responsible for accelerating global climate change, and that the climate crisis now represents one of the preeminent threats to global civilization; and

WHEREAS, Fossil fuels are the largest contributor to global climate change, accounting for 75 percent of greenhouse gas emissions; and

WHEREAS, The Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report Synthesis Report, approved by 195 member states in March 2023, notes that greatly reduced fossil fuel use would be fundamental to limiting warming and warned that existing fossil fuel infrastructure was already sufficient to breach the 1.5 degrees Celsius limit; and

WHEREAS, In 2021, the United Nations Human Rights Council adopted landmark legislation, Resolution 48/13, recognizing a clean, healthy, and sustainable environment is a human right; and

WHEREAS, The Paris Agreement makes no mention of coal, oil, and gas, an omission with respect to the supply and production of fossil fuels, the largest source of greenhouse gas emissions, that needs to be collectively addressed by other means; and

WHEREAS, The Glasgow Climate Pact improved only incrementally in calling for a phasedown of unabated coal, not a phaseout of all fossil fuels; and

WHEREAS, Changes in California's climate are already being felt with extreme wildfires, heat waves, droughts, and increasingly severe storms, as well as rising sea levels, coastal inundation, and ocean warming; and

WHEREAS, Our entire community is impacted by the health and safety risks of fossil fuel expansion, particularly those who also face socioeconomic and health inequities, including low-income families, those experiencing

homelessness, people of color and Indigenous peoples, youth, seniors, those experiencing mental health challenges and physical disabilities, and people with health conditions; and

WHEREAS, Youth and future generations have the most to lose from a lack of immediate action to stop fossil fuel expansion as they face major and lifelong health, ecological, social, and economic impacts from climate change, including food and water shortages, infectious diseases, and natural disasters; and

WHEREAS, The International Monetary Fund found that the fossil fuel industry was globally subsidized by $11,000,000 per minute in 2020, siphoning away funding needed by cities, communities, and other industries; and

WHEREAS, According to the United Nations Environment Programme Production Gap Report, governments and the fossil fuel industry are currently planning to produce about 110 percent more fossil fuels by 2030 than what is needed to limit warming to 1.5 degrees Celsius and avert catastrophic climate disruption; and

WHEREAS, The International Institute for Sustainable Development has found a "large consensus" across all published studies that developing new oil and gas fields is "incompatible" with the 1.5 degrees Celsius target, including the International Energy Agency that found that there are "no new oil and gas fields approved for development in our [1.5 degrees Celsius] pathway"; and

WHEREAS, A clean energy transition presents greater economic opportunities than continued dependence on fossil fuel use and extraction; and

WHEREAS, Our community is committed, as part of our climate emergency response, to a just energy transition and to ambitious investments in green infrastructure and workforce training, and industries that will create high-paying and skilled union jobs and rapidly decarbonize our economy; and

WHEREAS, California recognizes that it is the urgent responsibility and moral obligation of wealthy fossil fuel producers to manage the decline and phaseout of existing production; and

WHEREAS, A global initiative is underway calling for a Fossil Fuel Non-Proliferation Treaty that would provide a global mechanism to end new fossil fuel exploration and expansion, manage a phaseout of existing production in line with the global commitment to limit warming to 1.5 degrees Celsius, and accelerate equitable transition plans; and

WHEREAS, The Fossil Fuel Non-Proliferation Treaty has been formally called for by Vanuatu at the United Nations General Assembly and by Tuvalu at the Sharm el-Sheikh Climate Change Conference (COP 27) in addition to public endorsements from the World Health Organization, the European Parliament, the Vatican, and over 70 cities and subnational governments globally, including the California Cities of Los Angeles, Hayward, Richmond, Santa Ana, and Sebastopol, as well as the Hawaii State Legislature; now, therefore, be it

Resolved by the Senate and the Assembly of the State of California, jointly, That the Legislature formally endorses the call for a Fossil Fuel Non-Proliferation Treaty; and be it further

Resolved, That the Legislature urges the United States government to join the global community in formally developing a Fossil Fuel Non-Proliferation Treaty as an international mechanism to manage a global transition away from coal, oil, and gas; and be it further

Resolved, That California agrees with the principle of the nonproliferation of fossil fuels and the need to end the expansion of new coal, oil, and gas production; and be it further

Resolved, That California affirms the need for a plan to phase out existing fossil fuel production that prioritizes the most impacted workers and local government services with short- and long-term investments that include enforceable labor standards, such as prevailing wages, apprenticeship opportunities, and project labor agreements, to protect workers and communities; and be it further

Resolved, That the Legislature affirms its ongoing commitment to the goals of the Paris Agreement, the United Nations Sustainable Development Goals, and the greenhouse gas reduction targets as called for by the IPCC, and intends to meet its proportionate greenhouse gas reductions under the Paris Agreement; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the President and Vice President of the United States, to the Speaker and Minority Leader of the House of Representatives, to the Majority and Minority Leaders of the Senate, to each Senator and Representative from California in the Congress of the United States, to the Governor, to the mayor of each city in California, to the United Nations Secretary-General, and to the United Nations High Commissioner for Human Rights.

O